NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda

Thursday, October 23, 2025

Special Meeting at 1:30 P.M.

Regular Meeting: 2:00 P.M.

Location: NCTD Administrative Offices,
810 Mission Avenue, Oceanside, CA 92054

View Live Stream at:
https://www.youtube.com/GoNCTD

MISSION
North County Transit District, operating as North County Transit – San Diego Railroad's mission is to operate an environmentally sustainable and fiscally responsible transit network that provides seamless mobility for all while achieving organizational and operational excellence.

VISION
NCTD envisions a comprehensive transit and mobility system that connects all North County San Diego residents and visitors to a healthy, economically vibrant, and thriving region.

For individuals with disabilities, NCTD will provide assistive services. To obtain such services or copies of documents in an alternate format, please call or write, a minimum of 72 hours prior to the event, to request these needed reasonable modifications. NCTD will make every attempt to accommodate requests that do not give 72-hour notice. Please contact the Clerk of the Board at (760) 966-6696 or clerk@nctd.org.

For individuals with sensory disabilities, this document is available in alternate formats. For information, please contact the Clerk of the Board at 760/966-6696 or clerk@nctd.org. Persons with hearing impairment, please use the California Relay Service (CRS): 800/735-2929 TTY; 800/735-2922 voice; 800/855-3000 Spanish. CRS Customer Service: 877/632-9095 English or 877/419-8440 Spanish.

Agenda materials can be made available in alternative languages upon request. To make a request, please call (760) 966-6696 or email clerk@nctd.org at least 72 hours in advance of the meeting.

Los materiales de la agenda de NCTD están disponibles en otros idiomas. Para hacer una solicitud, llame al (760) 966-6696 o por correo electrónico a clerk@nctd.org al menos 72 horas antes de la reunión.

Any writings or documents provided to a majority of the members of the NCTD Board of Directors regarding any item on this agenda will be made available for public inspection at the office of the Clerk of the Board located at 810 Mission Avenue, Oceanside, CA 92054, during normal business hours.

PUBLIC COMMENT

IN-PERSON PARTICIPATION AT THE BOARD MEETINGS: All persons wishing to address the Board of Directors during the meeting can do so in-person. Speakers must complete a "Request to Speak" form provided before entering the Board Room at NCTD, 810 Mission Avenue, Oceanside, CA. The completed form must be given to the Clerk of the Board before that agenda item is called. Members of the public may also submit their comments via email at publiccomment@nctd.org. All comments received prior to the start of the Board or Committee meeting will be provided to the Board/Committee and made available for public inspection on the NCTD website at: https://gonctd.com/about-nctd/board-information/ prior to the meeting and included in the record of the Board/Committee Meeting.

VIRTUAL PARTICIPATION AT THE BOARD MEETINGS: Pursuant to Government Code section 54953, NCTD is providing alternatives to in-person attendance for viewing and participating in NCTD Board and/or Committee meetings.

Zoom Participation:
Members of the public may view or participate in the meeting through Zoom from a PC, MAC, iPad, iPhone, or Android device, at the following URL: https://nctd.zoom.us/j/82846871954?pwd=ePwWP5oOePYu8jLGGr4qBW7AVaTH9h.1
Passcode: 507406

Phone Participation:
To join the meeting by phone, dial 669-900-6833
Webinar ID: 828 4687 1954
Passcode: 507406

If you would like to speak on an agenda item via Zoom during the meeting, you must email the Clerk of the Board at clerk@nctd.org. Please provide the Clerk your name and item number you wish to comment on. *If you plan on calling into the Zoom meeting rather than videoconferencing, you must also provide the telephone number you will be using.* You must be logged on to the Zoom meeting by phone or online to speak. When it is your turn to comment, the Clerk of the Board will call you by name or phone number. Members of the public may register with the Clerk of the Board to speak on an agenda item until the public comment period for that item is closed.

The public may also provide oral comments on agenda items by calling (760) 966-6560. When prompted, the caller should identify the agenda item they wish to speak about and leave a message not to exceed three minutes. All telephonic comments received prior to the start of the Board or Committee meeting will be provided to the Board/Committee prior to the meeting and made available for public inspection on the NCTD website at: https://gonctd.com/about-nctd/board-information/.

SPECIAL MEETING BEGINNING AT 1:30 PM

- **CALL TO ORDER**
- **ROLL CALL OF BOARD MEMBERS**
- **PUBLIC COMMUNICATIONS SPECIFIC TO SPECIAL MEETING AGENDA**

There is a time limit of 15 minutes for this section of Public Communications and each speaker is limited to three minutes for their presentation.

All written and/or telephonic comments received by 5:00 p.m. the day before the meeting will be shared with the Board of Directors and made available for public inspection prior to the meeting. Written and/or telephonic comments may not be read aloud or played for the Board of Directors during the meeting. All telephonic and written comments will be made part of the record.

A. CLOSED SESSION ITEMS 1 AND 2

1. Closed Session Pursuant to Government Code Section 54957.6 – Public Employee Performance Evaluation, Title: Lori A. Winfree, Deputy Chief Executive Officer/Chief General Counsel
(Karen Tucholski, Senior Legal Counsel – Regulatory Compliance)

2. Closed Session Pursuant to Government Code Section 54957.6 – Public Employee Performance Evaluation, Title: Shawn M. Donaghy, Chief Executive Officer
(Karen Tucholski, Senior Legal Counsel – Regulatory Compliance)

- **ADJOURNMENT**

REGULAR MEETING BEGINNING AT 2:00 PM

- **CALL TO ORDER**
- **ROLL CALL OF BOARD MEMBERS**
- **PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- **SAFETY BRIEF & EVACUATION PROCEDURES – Suheil Rodriguez, Director of Administration/Clerk of the Board**
- **CHANGES TO THE AGENDA**
- **PUBLIC COMMUNICATIONS**

There is a time limit of 15 minutes for this section of Public Communications and each speaker is limited to three minutes for their presentation.

All written and/or telephonic comments received by 5:00 p.m. the day before the meeting will be shared with the Board of Directors and made available for public inspection prior to the meeting. Written and/or telephonic comments may not be read aloud or played for the Board of Directors during the meeting. All telephonic and written comments will be made part of the record.

A. MINUTES

Approve Minutes for NCTD’s Regular Board Meeting of September 18, 2025
(Suheil Rodriguez, Director of Administration/Clerk of the Board)

B. CONSENT ITEMS 1 – 14

Items reviewed and recommended for approval by the Executive Committee (EXEC), Marketing, Service Planning and Business Development Committee (MSPBD), Performance, Administration and Finance Committee (PAF), Staff (S), or Board (B)

All matters listed under CONSENT are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Board votes on the motion, unless members of the Board, the Chief Executive Officer, or the public, request specific items to be discussed and/or removed from the Consent Calendar for separate action. A request from the public to discuss an item must be filed with the Clerk of the Board on the "Request to Speak" form before that agenda item is called.

ITEMS PULLED FROM CONSENT WILL BE MOVED TO THE END OF THE AGENDA

1. Receive the Monthly Intergovernmental Affairs Report (S) (Attachment 1A – 1C)
   (Mary Dover, Chief of Staff)

2. Receive the Monthly Transit Operations Performance Report for August 2025 (S) (Attachment 2A)
   (Ricky Cervantes, Senior Transit Planner)

3. Receive the Executive Committee Chair Report for the October 13, 2025 Meeting (S) (Attachment 3A)
   (Suheil Rodriguez, Director of Administration/Clerk of the Board)

4. Receive the Unaudited Quarterly Investment Report for the Fourth Quarter of FY2025 (S)
   (Eun Park-Lynch, Chief Financial Officer)

5. Receive the Quarterly Safety Report for the Fourth Quarter of FY2025 (S) (Attachment 5A)
   (Lori A. Winfree, Deputy Chief Executive Officer/Chief General Counsel)

6. Receive the Quarterly Security Report for the Fourth Quarter of FY2025 (S) (Attachment 6A)
   (Lilia Montoya, Chief Operating Officer – Bus and Security)

7. Receive the Quarterly Customer Experience Report for the Fourth Quarter of FY2025 (S) (Attachment 7A)
   (Alicia Peat-Watson, Director of Customer Experience)

8. Receive the Quarterly Report of Contract Actions Under the Chief Executive Officer's Authority for the Fourth Quarter of FY2025 (S) (Attachment 8A)
   (Alex Denis, Chief Operating Officer)

9. Award Agreement No. 36052 to Harsco Metro Rail, LLC for a Railroad Track Tamper (S)
   (Tracey Foster, Chief Development Officer)

10. Authorize the Purchase of One Hi-Rail Grapple Truck and One Hi-Rail Weld Truck (S)
    (Lilia Montoya, Chief Operating Officer – Bus and Security)

11. Award Agreement No. 26008 to Developers General Contracting, Inc. for Shelter Replacement at Old Town Transit Center (S)
    (Alex Denis, Chief Operating Officer)

12. Approve Revised FY26 Classification and Compensation Schedule (S) (Attachment 12A)
    (Adrienne Johnson, Director of Human Resources)

13. Approve Labor Agreement between NCTD and the Teamsters Local No. 542 for Paratransit Operators (S) (Attachment 13A)
    (Adrienne Johnson, Director of Human Resources)

14. Approve Labor Agreement Between NCTD and the Teamsters Local No. 542 for Paratransit Dispatchers/Reservationists (S) (Attachment 14A)
(Adrienne Johnson, Director of Human Resources)

C. OTHER BUSINESS ITEMS 15 – 17

15. Adopt Resolution No. 25-06 to Approve Proposed Modifications of Board Policies (Attachment 15A)
(Suheil Rodriguez, Director of Administration/Clerk of the Board)

16. Approve Annual Performance Evaluation and Related Actions for Deputy Chief Executive Officer/Chief General Counsel
(Karen Tucholski, Senior Legal Counsel – Regulatory Compliance)

17. Approve Annual Performance Evaluation and Related Actions for Chief Executive Officer
(Karen Tucholski, Senior Legal Counsel – Regulatory Compliance)

- **CHIEF EXECUTIVE OFFICER'S REPORT**
- **BOARD MEMBER REPORTS, COMMENTS, AND CORRESPONDENCE**
- **REMAINING PUBLIC COMMUNICATIONS**
  - For any remaining speakers who have completed a "Request to Speak" form.
- **ADJOURNMENT**
- **CERTIFICATIONS AND RULES (FOR BOARD AND PUBLIC INFORMATION)**
  - Posting of Board Agenda (Page 6)
  - Rules for Public Speakers at meetings of the North County Transit District (Page 7)
  - Quorum and Voting Information (Page 8)

<u>Upcoming Meetings:</u>

- ***Marketing, Service Planning and Business Development (MSPBD) Committee Meeting: Tuesday, October 28, 2025 at 10:00 a.m.***
- ***Regular Board Meeting: Thursday, November 20, 2025 at 2:00 p.m.***

All Regular Board and Committee Meetings will be held at NCTD Administrative Offices, 810 Mission Ave., Oceanside CA, unless otherwise provided on public notice.

NORTH COUNTY TRANSIT
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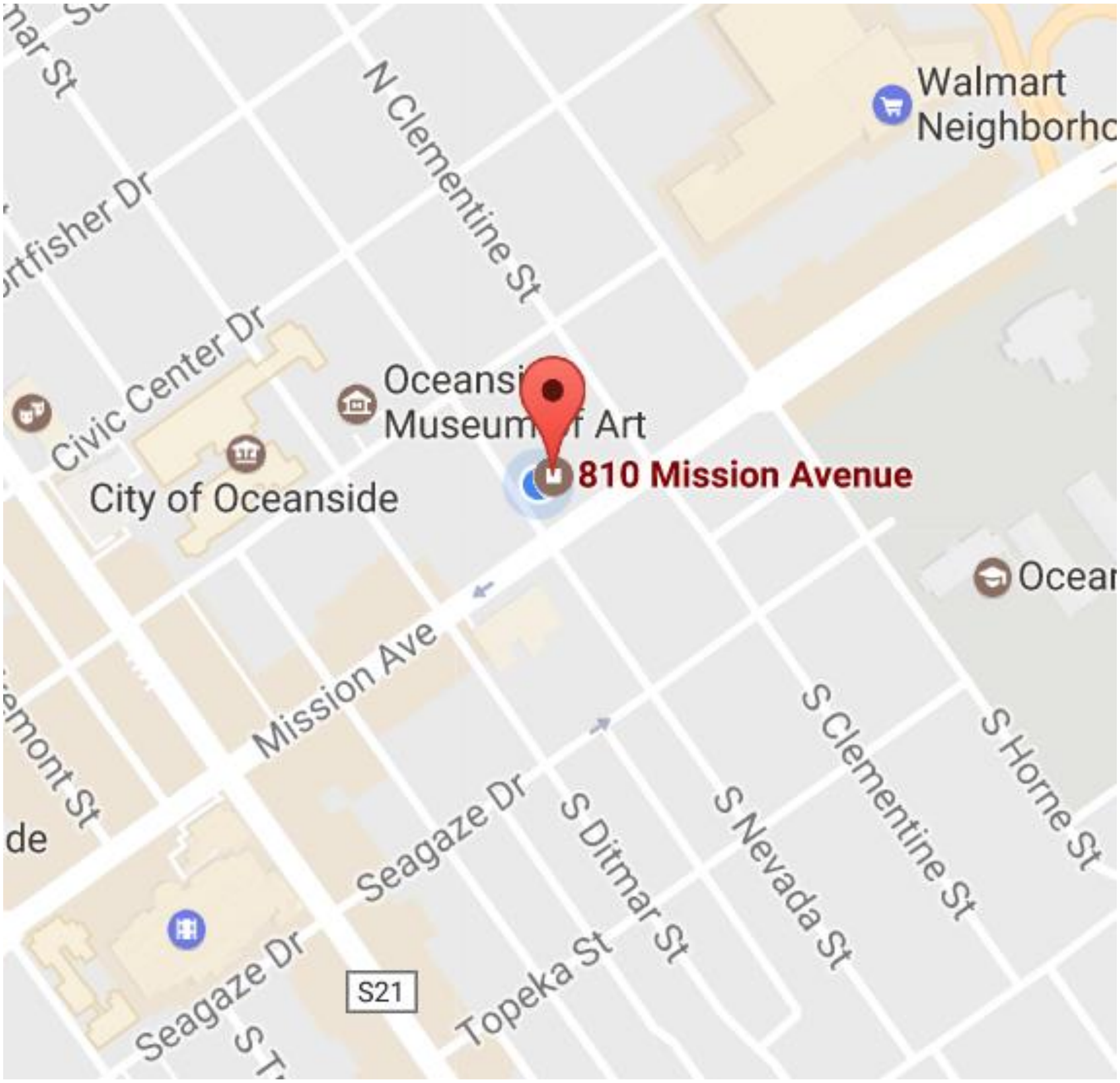
MAP OF NORTH COUNTY TRANSIT DISTRICT OFFICES



The NCTD Board Chambers is located at NCTD Administrative Offices, 810 Mission Avenue, Oceanside, CA 92054 and is accessible by the COASTER (NCTD Commuter Rail), SPRINTER (NCTD Hybrid Rail), and the BREEZE (NCTD Bus).

Please log onto www.goNCTD.com to check our current routes and schedules, or call 1-800-COMMUTE.

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

October 17, 2025

To:	North County Transit – San Diego Railroad Board Members
From:	Suheil Rodriguez, Clerk of the Board
Subject:	POSTING OF SPECIAL AND REGULAR BOARD AGENDA

In Compliance with the Ralph M. Brown Act, as Amended, the following information is provided.

The Agenda for this Special and Regular meeting of the Board was posted as follows:

Special Meeting	October 23, 2025 by 1:30 p.m.
Regular Meeting:	October 23, 2025 by 2:00 p.m.
Posted At:	810 Mission Avenue, Oceanside, CA
Posted Online At:	www.goNCTD.com
Date & Time of Posting:	October 17, 2025 by 5:00 p.m.
Posted By:	Suheil Rodriguez, Clerk of the Board

NORTH COUNTY TRANSIT
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Rules for Public Speakers at Meetings of the North County Transit District

Per Board policy, all public communications at meetings of the North County Transit District shall be made and received in accordance with the following procedures:

1. COMMENTS FOR MATTERS NOT ON AGENDA

A. Total time limit for telephonic comments:
   - Beginning of meeting: 15 minutes
   - End of meeting: No time limit.

B. Time limit per speaker per meeting: Three minutes, with no donation of time allowed.

C. Priority: First come, first served. Speakers who registered to speak with the Clerk will be able to address the Board of Directors in the order they were received.

D. Order on agenda: Comments for matters not on the agenda will be heard at the beginning of the meeting and if the time limit stated in Paragraph A is exhausted, comments that were unable to be heard due to time limit stated above, will be heard at the end of the meeting under "*Remaining Public Communications.*"

2. TIME LIMITS FOR ADDRESSING MATTERS ON THE AGENDA

A. Total time limit: None.

B. Time limit per speaker: Three minutes, with one donation of three minutes, for a maximum of six minutes.

C. These rules apply to both public hearing and non-public hearing items listed on the agenda.

D. Comments made not germane to the subject matter of the agenda item being considered are out of order.

3. CUTOFF FOR TURNING IN SPEAKER SLIPS

A. Members of the public may register with the Clerk to speak on an agenda item up until the public comment period is closed.

4. MODIFICATION OF RULES BY CHAIR

A. The Board Chair may, in his or her absolute discretion, relax the requirements of these rules. However, a decision of the Chair to do so in one instance shall not be deemed a waiver of the rules as to any other instance or matter.

NORTH COUNTY TRANSIT
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Quorum and Voting

Pursuant to Public Utilities Code § 125102, a majority of the Board members eligible to vote shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board eligible to vote; however, after a vote of the members is taken, a weighted vote may be called by any two members eligible to vote.

In the case of a weighted vote, the County of San Diego and each city (with exception of the City of San Diego), shall, in total, exercise 100 votes to be apportioned annually based on population. Approval under the weighted vote procedure requires the vote of the representatives of not less than three jurisdictions representing not less than 51 percent of the total weighted vote to supersede the original action of the Board. When a weighted vote is taken on any item that requires more than a majority vote of the Board members eligible to vote, it shall also require the supermajority percentage of the weighted vote. County population: The population of the County of San Diego shall be the population in the unincorporated area of the county within the area of jurisdiction of the Board pursuant to Public Utilities Code § 125052.

Jurisdiction	2023 Estimate	Percentage	Vote
Carlsbad	115,045	12.1%	12
Del Mar	3,918	0.4%	1
Encinitas	61,254	6.4%	6
Escondido	150,571	15.8%	16
Oceanside	172,186	18.1%	18
San Marcos	94,823	10.0%	10
San Diego County	240,653	25.3%	25
Solana Beach	12,831	1.3%	1
Vista	100,113	10.5%	11
Total	**951,394**	**100.0%**	**100**
Source: 2023 Estimate via SANDAG Open Data Portal – Updated November 2024			

NORTH COUNTY TRANSIT
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MINUTES OF THE REGULAR MEETING OF THE NORTH COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS HELD ON SEPTEMBER 18, 2025

REGULAR BOARD MEETING

CALL TO ORDER

Board Chair Priya Bhat-Patel called the Regular Meeting to order at 2:00 p.m.

ROLL CALL OF BOARD MEMBERS

1. Priya Bhat-Patel (City of Carlsbad)
2. Mike Sannella (City of San Marcos)
3. John Spelich (City of Del Mar) – Board Alternate, departed at 3:53 p.m.
4. Jim O'Hara (City of Encinitas)
5. Joe Garcia (City of Escondido)
6. Eric Joyce (City of Oceanside)
7. Jim Desmond (County of San Diego) – absent
8. Jewel Edson (City of Solana Beach) – absent
9. Corinna Contreras (City of Vista)
10. Kent Lee (City of San Diego) – absent

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Board Member Garcia led the Pledge of Allegiance to the American Flag.

SAFETY BRIEF AND EVACUATION PROCEDURES

Suheil Rodriguez, Clerk of the Board, reviewed emergency evacuation procedures.

CHANGES TO THE AGENDA

None

PUBLIC COMMUNICATIONS

S. L. Henderson, spoke regarding the challenges of overcrowding on buses. She wished that there was more frequency and connectivity from the SPRINTER train.

PRESENTATION ITEM 1

1. Receive Presentation from Caltrans on State's Zero Emission Rail Fleet

Lillian Doherty, Director of Planning and Development, and Kyle Gradinger, Chief at Caltrans Division of Rail and Mass Transportation, provided a presentation regarding the State's Zero Emission Rail Fleet. NCTD will be involved in support of the testing and piloting of hydrogen fuel cell vehicles to be used on the San Diego Subdivision.

Board Member Contreras asked staff about the potential cost of hydrogen fuel. Shawn Donaghy, Chief Executive Officer (CEO), responded that although the price is still unknown, the hydrogen fuel cost will likely fluctuate. Board Member Contreras said she is happy that NCTD is potentially making plans to expand frequency on the SPRINTER.

APPROVAL OF THE MINUTES OF THE JULY 17, 2025 REGULAR BOARD MEETING

ON THE MOTION OF BOARD MEMBER CONTRERAS TO APPROVE THE MINUTES OF THE JULY 17, 2025 REGULAR BOARD MEETING, SECONDED BY BOARD MEMBER O'HARA.

AYES: BHAT-PATEL, SANNELLA, GARCIA, JOYCE, O'HARA, CONTRERAS

NOES: NONE

ABSENT: DESMOND, EDSON

ABSTAIN: SPELICH

MOTION PASSES.

APPROVAL OF CONSENT ITEMS 2 – 10

2. Receive the Monthly Intergovernmental Affairs Report
3. Receive the Monthly Transit Operations Performance Report for June and July 2025
4. Ratify Amendment No. 02 to Agreement No. 19004 with Roma Engineering & Construction for Electrical Systems Maintenance and Repair Services
5. Ratify Agreement No. 25067 to Domestic Rail Solutions (DRS) for Miramar Rail Replacement Construction Services
6. Ratify Cooperative Contracts for Maintenance, Repair and Operations (MRO) Needs
7. Ratify Supplemental Agreement No. 6 to Agreement No. 24066 with Countywide Mechanical Systems, LLC for System-Wide Plumbing Maintenance Services
8. Ratify Supplemental Agreement No. 4 to Agreement No. 25007 with Countywide Mechanical Systems, LLC for System-Wide HVAC Maintenance Services
9. Approve NCTD's Public Transportation Agency Safety Plan for Bus and the Combined Public Transportation Agency Safety Plan/System Safety Plan for COASTER and SPRINTER Services
10. Approve Labor Agreement Between NCTD and the Teamsters Local No. 542 for BREEZE Coach Operators

Prior to the vote, Mr. Donaghy noted that, with respect to Consent Agenda Item No. 10 - *Approve Labor Agreement Between NCTD and the Teamsters Local No. 542 for BREEZE Coach Operators*, representatives from Teamsters 542 and Bus Operations staff were present at the Board meeting to show their support.

ON THE MOTION OF BOARD MEMBER CONTRERAS TO APPROVE CONSENT ITEMS 2 – 10, SECONDED BY BOARD VICE-CHAIR SANNELLA.

AYES: BHAT-PATEL, SANNELLA, GARCIA, JOYCE, O'HARA, CONTRERAS, SPELICH

NOES: NONE

ABSENT: DESMOND, EDSON

ABSTAIN: NONE

MOTION PASSES.

OTHER BUSINESS ITEM NO. 11

11. Set Public Hearing for Proposed BREEZE Weekend Standardization and COASTER Connection Service Changes

Mr. Donaghy, Mary Dover, Chief of Staff, and Ioni Tcholakova, Manager of Service Planning, provided an overview of challenges the transit industry is facing and suggested several recommendations of actions NCTD can take now to avoid some of the drastic changes peer agencies are having to make. They recommended the Board set a public hearing to standardize weekend BREEZE service and modify COASTER Connection service.

Public Speaker, Glen Leider, Carlsbad, spoke regarding how the elimination of BREEZE Route 325 Saturday service will impact him due to a longer walking distance to transfer to Route 315.

Board Member O'Hara asked why staff is recommending eliminating Saturday service on the 315 Route, instead of parts of routes. Ms. Dover responded that this route mainly services a school and there is no need to service it on the weekend when school is not in session. He further asked how other agencies, like BART, are keeping afloat. Mr. Donaghy responded that NCTD is trying to handle challenges related to keeping essential services on the road with the limited funding sources it has.

Board Member Contreras asked what is involved in reaching out to customers when changing services. Ms. Dover responded that staff has conducted targeted outreach to gather public feedback. Board Member Contreras further asked if the rider's guide can be sent to the Board in draft form to review and provide feedback in advance. Mr. Donaghy responded that this can be arranged in the future. However, NCTD has a plan to print only a system map for riders and will shift to an online rider's guide. NCTD will also hold virtual public hearings to gather feedback from customers.

Board Chair Bhat-Patel asked about the proposed changed to weekend service on Route 309. Ms. Dover responded that staff has determined that there is very low ridership on some of the trips on the 309 on Saturdays so those trips will be moved over to Sunday to standardize the schedules. The Board Chair asked what determines the dates and times for scheduled public outreach. Ms. Dover responded it is based on ridership patterns where they believe they will get the most feedback, but they can add more outreach dates/times, if needed.

ON THE MOTION OF BOARD MEMBER O'HARA TO APPROVE ITEM 11, SECONDED BY BOARD MEMBER JOYCE.

AYES: BHAT-PATEL, SANNELLA, GARCIA, JOYCE, O'HARA, CONTRERAS, SPELICH

NOES: NONE

ABSENT: DESMOND, EDSON

ABSTAIN: NONE

MOTION PASSES.

OTHER BUSINESS ITEM NO. 12

12. Conduct Public Hearing Related to the Proposed Elimination of BREEZE Route 323

Ms. Dover and Ms. Tcholakova provided a presentation to the Board regarding the proposed elimination of BREEZE Route 323 and recommended that the Board conduct a public hearing and vote to eliminate the route. BREEZE Route 323 provides weekday hourly bus service in eastern Oceanside connecting to the College Boulevard SPRINTER Station. Staff proposed elimination of this route because it failed to meet performance standards set forth in NCTD's Service Design Guidelines. Additionally, BREEZE routes 315 and 325 provide parallel service within a half mile of BREEZE route 323—with connections to Carlsbad Village Station to the south and San Luis Rey Transit Center to the north. BREEZE routes 311 and 318 also provide overlapping service within portions of BREEZE route 323.

The Board voted to set the public hearing for the September Board meeting at its June Board meeting and authorized staff to conduct public outreach on the proposed route elimination. Through the public outreach process and in consideration of feedback received from the Board, NCTD staff determined that it could restructure nearby BREEZE routes 311, 313, and 325 to accommodate trip needs in eastern Oceanside while maintaining access to key destinations. The proposed route realignments maintain connections to El Camino High School and Tri City Medical Center, while adding new connections to Mira Costa College, Walmart, and the California Department of Motor Vehicles.

Public Speaker, S.L. Henderson, spoke regarding BREEZE Route 323. She wishes there was more connectivity options and additional bus stops along that route.

Board Member Sannella wanted to thank staff for their efforts towards improving our service systemwide.

Board Member O'Hara echoed that sentiment and appreciated the public comments from our riding public.

Board Member Joyce asked if there was communication to students that were being affected. Ms. Dover responded that the majority of the students were offered alternate route options that would not be overly burdensome. During their outreach, NCTD staff spoke with students affected by the elimination of that route.

Board Member Contreras is concerned for the riders that will be impacted by this elimination. Mr. Donaghy responded that there are alternate options for these riders. However, some may have to walk a slightly longer distance to catch another route. She recommends a review of the Board Policy regarding thresholds for impacted riders as a result of route elimination or a major service change. Ms. Dover provided stop-level ridership for parts of Route 323 where riders will need to take an alternate route. Board Member Contreras would like to receive stop-level ridership going forward when considering elimination of future routes.

ON THE MOTION OF BOARD VICE-CHAIR SANNELLA TO APPROVE ITEM 12, SECONDED BY BOARD MEMBER O'HARA.

AYES: BHAT-PATEL, SANNELLA, GARCIA, JOYCE, O'HARA, CONTRERAS, SPELICH

NOES: NONE

ABSENT: DESMOND, EDSON

ABSTAIN: NONE

MOTION PASSES.

CHIEF EXECUTIVE OFFICER'S REPORT

Shawn Donaghy reported the following:

- He thanked the Board for their feedback and questions received ahead of these public hearings.
- Congratulations to Nick Sofoul for accepting a position as Executive Director at North Central Regional Transit District in New Mexico.
- Katie Persons, Director of Service Planning, accepted a position with OCTA. He'd like to thank her for her contributions to the Planning Department at NCTD.
- NCTD's 50th Anniversary event at Oceanside Transit Center is on Saturday, September 27th at 10am.
- NCTD/MTS Bus Roadeo is on Saturday, October 25th at Bus Operations West Yard in Oceanside.
- Congratulations to his dad for being inducted into the APTA Hall of Fame at the annual conference.

BOARD MEMBER REPORTS, COMMENTS, AND CORRESPONDENCE

Board Member Joyce asked when discussions could be held regarding potential revisions to the Board Policies related to leadership roles and the nomination process for those roles. Board Policies related to the composition and nominations will be sent to the Board so they may review and provide feedback and/or suggested changes.

REMAINING PUBLIC COMMUNICATIONS

Diane Bedrosian, Carlsbad, expressed disappointment that her disabled daughter was required to reassess her ability to use the paratransit service in order to renew her certification. She also expressed concern in regard to dropping off disabled passengers too early at their destinations and having them wait outside unattended. Lastly, she communicated her discontent about the Board agenda not being posted a week early as usual and expressed that there was trouble with the links on the NCTD website when it was posted.

Terry Sue Johnson requested clarification on operating rules until a collective bargaining agreement (CBA) for COASTER crews is reached.

ADJOURNMENT

Board Chair Bhat-Patel adjourned the meeting at 4:06 p.m. Submitted by Suheil Rodriguez, Clerk of the Board, for the North County Transit – San Diego Railroad (NCTD).

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BOARD CHAIR
North County Transit – San Diego Railroad

CERTIFICATION

I, Suheil Rodriguez, duly appointed and qualified, Clerk of the Board of NCTD, do hereby certify that the above is a true and correct copy of the Minutes of the Regular Board Meeting held on September 18, 2025 approved by the Board of Directors of NCTD adopted at a legally convened meeting of the Board of Directors of NCTD held on October 23, 2025.

____

CLERK OF THE BOARD
North County Transit – San Diego Railroad

For individuals with sensory disabilities, this document is available in alternate formats. For information, please contact the Clerk of the Board at 760/966-6553. For persons with hearing impairment, please use the California Relay Service (CRS): 800/855-7100 TTY; 800/855-7100 voice; 800/855-7200 Spanish. CRS Customer Service: 877/546-7414 or 800-867-4323 TTY.

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
1

STAFF REPORT

RECEIVE THE MONTHLY INTERGOVERNMENTAL AFFAIRS REPORT

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION: Receive the Monthly Intergovernmental Affairs Report for September 2025.

BACKGROUND INFORMATION: Attached are the Monthly Intergovernmental Affairs Reports for September as well as the Status of Tracked Legislation Report for September 2025 (Attachments A, B, and C) submitted by Holland & Knight and Townsend Public Affairs. The monthly reports provide updates on federal and state legislative activity impacting North County Transit – San Diego Railroad (NCTD). Highlights of the September reports include:

Legislative Activity and Updates – Federal:

Government Shutdown**:** On September 30, the Senate rejected both the Democratic and Republican short-term continuing resolutions, leading to a federal government shutdown. The impact of a government shutdown on Department of Transportation (DOT) agencies varies considerably. According to the DOT, Federal Transit Administration (FTA) operations will continue because personnel are financed by the Highway Trust Fund or advance appropriations from the Infrastructure Investment and Jobs Act (IIJA). In addition, the FTA has sufficient liquidating cash to support several months of reimbursements for previously approved projects. Lastly, activities funded by IIJA advance appropriations will continue during a lapse in annual appropriations. For the Federal Railroad Administration (FRA), 239 of its 1,023 employees will receive temporary furloughs during the shutdown. Remaining personnel are focused primarily on activities necessary to protect life and property. The FRA will not continue any of its unfunded core agency functions during the shutdown.

National Railroad Partnership Program: On September 22, the Federal Railroad Administration (FRA) announced the Notice of Funding Opportunity (NOFO) for the National Railroad Partnership Program. The NOFO allocates more than $5 billion for projects that enhance safety on intercity passenger rail networks. This NOFO is a re-issue and expansion of the Fiscal Year 2024 Federal-State Partnership for Intercity Passenger Rail (FSP) grant program released in September of 2024.

President Trump Nominates DOT Undersecretary for Policy**:** President Trump nominated Ryan McCormack to serve as the next Department of Transportation (DOT) Undersecretary for Policy. McCormack currently serves as Deputy Chief of Staff to DOT Secretary Sean Duffy. In this role, McCormack would lead DOT policy, closely advising Secretary Duffy. Prior to the DOT, McCormack was Chief of Staff to Representative Scott Fitzgerald (R-WI). McCormack also worked with Secretary Duffy in several capacities when Duffy served in the House of Representatives. McCormack's nomination requires confirmation by the Senate.

Legislative Activity and Updates – State:

Legislative Session Concludes: September 13 marked the end of the first year of the 2025–26 Legislative Session, during which more than 2,700 bills were introduced. Bills that passed both houses of the Legislature during this session now move to the Governor's office. Governor Newsom has until October 13 to sign or veto bills. Any bill left unsigned will automatically become law. Below are several bills notable to NCTD that have passed both houses of the Legislature and await action from the Governor:

- **AB 1250 (Papan)** Requires transit operators, on or before June 1, 2027, to use a streamlined recertification process, as specified, for persons who have previously been determined to be eligible for paratransit service to have their eligibility reviewed.
- **SB 30 (Cortese)** Prohibits a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring ownership of that equipment for continued use after the public entity decommissions the equipment, except if certain conditions are met.
- **SB 71 (Wiener)** Expands and extends existing California Environmental Quality Act (CEQA) exemptions for transit projects and exempts diesel-powered heavy rail projects meeting the "Tier 4" exhaust emissions standard if certain criteria are met, among other changes.
- **SB 79 (Wiener)** Requires a housing development project within a specified radius of existing or currently proposed major transit-oriented development (TOD) stop, as defined, be an allowable use on a site zoned for residential, mixed, or commercial development, if the housing development meets certain requirements. This bill also allows a transit agency to adopt TOD zoning standards for district-owned land located in a TOD zone.
- **SB 707 (Durazo)** Makes various changes to the rules for local agencies to hold public meetings pursuant to the Ralph M. Brown Act (Brown Act).

***Cap and Trade Reauthorization*:** On September 19, Governor Newsom signed a package of energy and climate legislation into law, including two bills to reauthorize the state's Cap and Trade program. Cap and Trade, enacted in 2006, sets a statewide limit on carbon emissions and allows major emitters to buy and sell allowances in a market system. The new agreement was split into two measures: AB 1207 (Irwin) and SB 840 (Limon). AB 1207 renews the program and adjusts how the California Air Resources Board (CARB) distributes free "allowances" (permits that authorize certain levels of emissions) to different regulated entities. SB 840 sets a framework for how the state will allocate revenue from the program beginning in 2026. SB 840 dedicates $1 billion per year to the California High Speed Rail Authority and $1 billion per year for the Legislature to allocate through the state budget. SB 840 continues funding to public transit, specifically through annual allocations of $400 million to the Transit and Intercity Rail Capital Program and $200 million to the Low Carbon Transportation Operations Program (LCTOP).

State Budget Update: On September 17, Governor Newsom signed several budget trailer bills, including SB 105, which appropriates $368 million from the Greenhouse Gas Reduction Fund to the California State Transportation Agency (CalSTA) for local transit agencies. $180 million is dedicated to the Transit and Intercity Rail Capital Program (TIRCP) Cycle 6, and $188 million is dedicated for SB 125 TIRCP Formula allocations. This appropriation follows through on the commitment made by the Legislature in the Budget Act of 2025.

Grant Activity

Below is an overview of successful grant awards in Calendar Year (CY) 2024, as well as successful and pending awards year-to-date in CY 2025. NCTD was the lead applicant for these grant applications, except where otherwise noted.

CY 2024		CY 2025	
Successful Awards		**Pending Awards**	**Successful Awards**
San Dieguito Double Track Phase 2 (INFRA) ***$53.9 million***		Bus Replacement Project to Enhance Safety and Reliability (Low or No Emission Grant Program) ***$16,774,170***	
Battery Electric Buses (Community Project Funding) ***$500,000***		SPRINTER Platform and Track Enhancement (Congressionally Directed Spending) ***$1.2 million***	
San Dieguito Double Track Phase 2 (SANDAG – ITIP) ***$62 million***		San Diego Subdivision PTC (Community Project Funding) ***$600,000***	
SPRINTER Double Tracking – East (RAISE) ***$10.2 million***		Bus Stop Improvements (Community Project Funding) ***$250,000***	
San Dieguito Double Track Phase 2 (SB 125) ***$36.4 million***			
Eastbrook to Shell Double Track and DMB5 (TIRCP) ***$38.5 million***			
Gender Action Plan (Caltrans) ***$367,591***			
Transit Signal Priority – 303 (Caltrans) ***$344,521***			
Total Successful: $202,212,112	**Total Pending: $18,824,170**		

ATTACHMENT: 1A – Federal Monthly Legislative Report (Holland & Knight) – September 2025
1B – State Monthly Legislative Report (Townsend) – September 2025
1C – Status of Tracked Legislation Report (Townsend) – September 2025

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Mary Dover, Chief of Staff**
E-mail: mdover@nctd.org Phone: 760-967-2895

ATTACHMENT 1A

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

Memorandum

Date: October 3, 2025

To: North County Transit District

From: Holland & Knight LLP

Re: Federal Update – September 2025

This memorandum provides an overview of federal policy developments of importance to the North County Transit District, including those related to:

- Federal Government Enters Shutdown
- President Trump Nominates Ryan McCormack as DOT Undersecretary for Policy
- FTA Deputy Departs Trump Administration
- Senate Banking Chairman Tim Scott and Sen. Tillis Introduce Transit Safety Act
- Surface Transportation Reauthorization Update

Federal Government Enters Shutdown

- On September 30, the Senate rejected both the Democratic and Republican short-term continuing resolutions (CRs) leading to a shutdown. Democrats and Republicans remain at an impasse over their respective visions for the continuing resolutions. On September 19, the House passed a short-term CR (H.R. 5371) by a vote of 217 to 212 – Rep. Jared Golden (D-ME) voted yes; Rep. Victoria Spartz (R-IN) and Rep. Tom Massie (R-KY) voted no. The CR would fund the government through November 21, provide security funding for lawmakers, and extend some healthcare authorities. However, the Senate failed to pass the House CR and a Democratic-led CR that renewed Affordable Care Act subsidies and placed restrictions on the Executive Branch's ability to withhold funding.

- The U.S. Office of Management and Budget (OMB) issued a memorandum on September 25, advising federal agencies to prepare for a government shutdown. It blamed Democrats for forcing a shutdown and advised agencies to consider reductions in force (RIF).

- Democratic and Republican leadership met with President Trump on September 29 to discuss the shutdown. Democrats sought an extension of health insurance subsidies, and Republicans continued to advocate for their seven-week CR approved by the U.S. House of Representatives. However, the parties were unable to reach a compromise ahead of the looming deadline.

- The Department of Transportation (DOT) contingency plan outlines which activities will be considered essential and continue during a shutdown. The Federal Transit Administration (FTA) will not continue any of its unfunded core agency functions. No grants, cooperative agreements, contracts, purchase orders, travel authorizations, or other documents obligating funds can be executed. We expect that the FTA will not announce any of the Bus/Bus Facilities or Low-No Emission grant awards which were expected to be made at the end of the month.

- FTA will be unable to reimburse transit agencies for ongoing operations and construction projects, which enable them to provide transit services and pay employees and contractors. Program oversight activities would continue, but only with funds provided by prior year appropriations.

President Trump Nominates Ryan McCormack as DOT Undersecretary for Policy

- President Trump nominated Ryan McCormack to serve as the next DOT Undersecretary for Policy. As the current Deputy Chief of Staff to DOT Secretary Sean Duffy, McCormack would be tasked with leading DOT policy and closely advising the Secretary on related matters.

- Prior to joining DOT, McCormack served as chief of staff to Rep. Scott Fitzgerald (R-WI). Additionally, McCormack worked with Secretary Duffy in several capacities when Duffy served in the House.

- McCormack's nomination will be considered by the Senate Commerce Committee and then by the full Senate for confirmation.

FTA Deputy Departs Trump Administration

- Tariq Bokhari departed as FTA Deputy Administrator this month, after serving as acting Administrator while Administrator Molinaro awaited Senate confirmation. Bokhari did not specify why he was leaving, but indicated that he would return to Charlotte, NC, where he served on the City Council. Bokhari's tenure lasted only five months at FTA.

- FTA has not announced a replacement for Bokhari, whose position does not require Senate confirmation.

Senate Banking Chairman Tim Scott and Sen. Tillis Introduce Transit Safety Act

- On September 17, Senate Banking Committee Chairman Tim Scott (R-SC) and Senator Thom Tillis (R-NC) introduced the Transit Crime Reporting Act of 2025 (S.2814).

- The legislation will require the Secretary of Transportation to submit an annual report to the Senate Banking Committee and House Transportation Infrastructure Committee detailing all crimes reported to the National Transit Database (NTD), direct the FTA Administrator to establish a task force for identifying potential regulatory and deregulatory actions by transit agencies, and mandate the submission of recommendations to Congress.

Surface Transportation Reauthorization Update

- On September 9, House Transportation & Infrastructure (T&I) Chair Sam Graves (R-MO) indicated that he wants to pass the House's version of the next surface transportation bill by the end of 2025. After the House approves the bill, it will go to the Senate, where it is expected to face increased opposition.

- House T&I Ranking Member Rick Larsen (D-WA) noted that committee staff are working through approximately 11,000 policy ideas submitted for the bill. Chairman Graves indicated that a key challenge in the bill will be negotiations over the ailing Highway Trust Fund (HTF).

TOWNSEND PUBLIC AFFAIRS

EST TPA 1998

M E M O R A N D U M

To: **North County Transit District Board of Directors**
Mary Dover, Chief of Staff

From: **Townsend Public Affairs**
Casey Elliott, Vice President, Chief Strategy Officer
Spencer Street, Senior Associate

Date: **October 3, 2025**

Subject: **September 2025 Legislative Monthly Report**

STATE UPDATES

Mid-September marked the dramatic conclusion of the 2025 Legislative Session. Both houses were originally scheduled to hold floor sessions only from September 2 through 12, in order to vote on and pass active bills prior to adjournment. However, a flurry of last-minute negotiations changed the timeline. On September 10, Legislative Leadership and the Governor reached an agreement on Cap-and-Trade reauthorization, prompting both chambers to adopt special rules extending the session by one day. As a result, the Legislature concluded its work on Saturday, September 13.

The final days of the session were characterized by spirited debate, particularly over measures affecting local governments, before most of the remaining bills advanced to the Governor's desk. With the extension of the session to September 13, the Governor now has until October 13 to sign or veto these measures; those left unsigned will automatically become law.

In other notable developments, the Senate elected Senator Monique Limón as Senate President pro Tempore–elect on September 11. Senator Limón is poised to formally assume the position of Senate pro Tem on November 17.

With adjournment on September 13, the Legislature entered its interim recess, which runs through the end of the year. Lawmakers are scheduled to reconvene for the 2026 Legislative Session beginning January 5, 2026.

Below is an overview of pertinent state actions from the month of September.

State Budget Update

On September 17, Governor Newsom signed most of this year's budget trailer bills, covering public resources, human services, early childhood programs, transportation, labor, public safety, taxation, and state employment. A few measures, including those on education, climate data reporting, civic media, and land use, are still awaiting enrollment for the Governor's consideration.

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Federal Office ▪ 600 Pennsylvania Avenue SE • Suite 360 • Washington, DC 20003 • Phone (202) 546-8696 • Fax (202) 546-4555
Southern California Office ▪ 1401 Dove Street • Suite 430 • Newport Beach, CA 92660 • Phone (949) 399-9050 • Fax (949) 476-8215
Northern California Office ▪ 300 Frank H. Ogawa Plaza • Suite 204 • Oakland, CA 94612 • Phone (510) 835-9050 • Fax (510) 835-9030
Central California Office ▪ 744 P Street • Suite 308 • Fresno, CA 93721

As a part of the 2025 Budget Act, SB 105 authorizes major appropriations under the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, also known as Proposition 4. The $10 billion bond measure sets aside $3.287 billion for the 2025–26 fiscal year. These funds will be allocated to a range of state agencies to support both local and statewide programs and projects that advance the bond's objectives, including:

- $1.2 billion for Safe Drinking Water, Drought, Flood, and Water Resilience
- $416 million for Wildfire and Forest Resilience
- $279 million for Coastal Resilience
- $110 million for Extreme Heat Mitigation
- $390 million for Biodiversity and Nature-Based Solutions
- $153 million for Climate Smart Agriculture
- $466 million for Park Creation and Outdoor Access
- $275 million for Clean Air and Energy

Additionally, below is the full list of budget bills signed into law on September 17:

- AB 144 – Health
- AB 149 – Public resources trailer bill
- SB 105 – Budget Acts of 2021, 2023, 2024, and 2025
- SB 146 – Human services
- SB 151 – Early childhood education and childcare
- SB 153 – Transportation budget trailer bill
- SB 156 – Labor
- SB 157 – Public safety
- SB 159 – Personal Income Tax & Corporation Tax Law: exemptions: wildfire
- SB 160 – Background checks
- SB 161 – State employment: state bargaining units
- SB 162 – Elections

Cap and Trade Extends 2025 Legislative Session

Legislators were engaged in an intense, time-sensitive effort during the final week of the legislative session, to extend the state's Cap and Trade program, now named the Cap and Invest program through 2045. The Assembly, Senate, and Governor's Office held near-daily negotiations to reach an agreement before the legislative session's end. State law required bills to be publicly available for 72 hours before a vote, meaning any deal needed to be finalized and printed by September 9 for consideration before the session ended on September 12. An agreement was ultimately reached on Wednesday, September 10, prompting the Legislature to adopt special rules extending the session to September 13. At that stage, the legislative process was highly compressed, with proposals being shaped in real time and input flowing from lawmakers, administration officials, and key stakeholders.

The Cap and Trade program, enacted in 2006, sets a statewide limit on carbon emissions and allows major polluters to buy and sell allowances in a market system. Extending the program would not only reaffirm the state's long-term climate policy but also provide regulatory certainty for investors and markets, which experts say is crucial to keeping allowance prices stable. Without reauthorization, allowance prices are likely to remain at their floor, potentially costing the state billions in lost revenue for the Greenhouse Gas Reduction Fund; funds that finance climate projects and consumer utility bill credits.

The agreement was mostly split into two measures, one in each house. AB 1207 (Irwin) renews the program and makes modest adjustments to how the California Air Resources Board distributes free "allowances" (permits that authorize certain levels of emissions) to different types of regulated entities.

SB 840 (Limón) sets a framework for how the state will allocate revenue from the program beginning in 2026. It dedicates $1 billion per year to High-Speed Rail and $1 billion per year for the Legislature to allocate through the state budget. SB 840 also continues funding for housing, public transit, clean-air initiatives, wildfire prevention, and safe drinking water projects. In addition, it directs the air resources board to review its rules on "offsets", which allow companies to balance their emissions by funding reductions elsewhere, with an updated study due in 2026.

On September 19, Governor Newsom signed the Cap-and-Invest program reauthorization into law.

EXECUTIVE BRANCH UPDATE

September marked a particularly active month in the State Capitol, as Governor Newsom enacted a broad slate of legislation spanning public safety, climate, public health, and technology. The measures he signed into law reflect California's dual focus on addressing immediate community needs—such as wildfire recovery and immigrant protections—while also advancing long-term priorities in areas like clean energy, regional health preparedness, and responsible regulation of emerging technologies.

Below is a summary of legislation signed into law in September, presented in chronological order by the date of enactment.

Immigration

Governor Newsom signed a package of bills on September 20 designed to limit federal immigration enforcement activity in sensitive locations such as schools and healthcare facilities.

The legislation includes provisions that would require immigration officers to obtain district-level approval before entering school grounds, mandate notification to campus communities if enforcement occurs, and restrict access to healthcare sites. A companion resolution denounces the use of military resources in immigration enforcement and affirms support for immigrant families.

Measures in the package include:

- **AB 49 (Muratsuchi)** establishes the California Safe Haven Schools Act and prohibits, except as required by state or federal law, school officials and employees of a local educational agency (LEA) from allowing officer or employee of an agency conducting immigration enforcement to enter a school site without providing a valid judicial warrant or court order. Additionally, AB 49 prohibits LEAs from providing information about pupil's, their families, teachers, and school employees, to immigration authorities.

- **SB 81 (Arreguín)** prohibits a health care provider entity and its personnel, unless required by state and federal law, from granting access to the nonpublic areas of the facility for immigration enforcement without a valid judicial warrant or court order.

- **SB 98 (Pérez)** requires the governing boards of school districts and county offices of education, and the governing boards of charter schools, to include procedures for notifying parents and school staff when immigration enforcement is confirmed on the school site within the school safety plan. This measure further requires the California State University (CSU), each California Community College (CCC) District (CCD), and each Cal Grant qualifying independent institution of higher education and requests the University of California (UC) Regents to issue a notification to specified individuals when the presence of immigration enforcement is confirmed on their respective campuses or schoolsites.

- **SB 627 (Wiener)** makes it a crime for a law enforcement officer, as defined, to wear a facial covering in the performance of the duties, except as specified, and requires any law enforcement agency operating in California to maintain and publicly post a written policy limiting the use of facial coverings, as specified.

- **SB 805 (Pérez)** requires law enforcement agencies to adopt policies on visible display of identification; requires specified law enforcement officers operating in California who are not uniformed to visibly display identification that includes either a name or badge number to the public when performing their duties; and expands the crime of false personation of a peace officer.

The measures in the immigration package mentioned above, include an urgency clause and took effect immediately upon the Governor's signature on September 20.

Wildfire Recovery

On September 22, Governor Newsom signed legislation into law regarding wildfire relief and recovery. The wildfire relief measure, AB 238 (Harabedian and Irwin), is aimed at supporting homeowners and communities impacted by the January 2025 Los Angeles wildfire disaster, one of the most destructive events in the state's recent history. The wildfire burned thousands of acres, destroyed hundreds of structures, and left many residents facing long-term displacement and financial hardship.

AB 238 specifically requires mortgage servicers to provide up to 12 months of forbearance to borrowers who are experiencing financial hardship, as a result of the wildfire. This allows affected homeowners to pause or reduce their mortgage payments during the recovery period without facing foreclosure. Additionally, AB 238 contains an urgency clause, meaning it took effect immediately upon the Governor's signature on September 22, allowing relief to reach affected homeowners without delay.

Artificial Intelligence (AI)

On September 24, during an event with former President Bill Clinton, Governor Newsom suggested that he was likely to sign a bill on his desk related to the regulation of artificial intelligence (AI). While he did not specify the bill number at the time, his remarks were understood to refer to SB 53, authored by Senator Scott Wiener.

SB 53 requires developers of large AI systems to implement and publicly disclose safety protocols designed to mitigate the risk of catastrophic harms. The bill advanced through the Legislature this year with significant attention from both technology companies and AI safety advocates.

On September 29, Governor Newsom signed SB 53 into law, establishing one of the first large-scale, state-level AI regulatory frameworks in the country. The law marks a significant policy shift, following Senator Wiener's earlier effort, SB 1047 (2024), which passed both chambers but was vetoed by the Governor. At the time, Newsom voiced support for the bill's public safety goals but expressed concerns about potential impacts on innovation. SB 53 was introduced as a narrower version of that earlier proposal and was further refined through amendments during the legislative process.

California's Legal Challenge to Federalization of the National Guard

On September 2, Governor Newsom announced that California would seek an injunction to block the Trump Administration from continuing its federalization of the California National Guard through Election Day. The move followed a court ruling earlier that same day that sided with the state in challenging the administration's authority on the matter.

Governor Newsom argued that keeping the Guard under federal control through November would risk undermining state sovereignty and could interfere with emergency response operations. By pursuing an injunction, California aimed to ensure that the Guard remained available for wildfire, disaster, and public safety duties during the critical fall months. The legal action was described by the Governor as both a constitutional matter and a practical safeguard—reflecting the state's interest in defending the balance of authority between state and federal governments, while also ensuring operational readiness for emergencies.

Later that day, a federal judge reinforced California's position, ruling that the administration's deployment of National Guard troops in Los Angeles exceeded lawful authority. The court issued an injunction to prevent further federal use of the Guard for civilian law-enforcement purposes, but delayed enforcement to allow the federal government time to appeal. The Trump Administration has since filed its appeal with the Ninth Circuit, triggering a pause in the ruling's full effect. In response, the district court has placed further proceedings on hold until the appellate court weighs in.

As a result, California secured an initial legal victory but faces ongoing uncertainty while the case proceeds through appeal. The outcome will determine not only whether the state regains full control of its Guard forces during the election season, but also how far federal authority can extend into matters traditionally reserved to the states.

Governor Newsom Issues Executive Order on Climate and Insurance Resilience

Governor Newsom issued an executive order on September 30 that advances the state's coordinated approach to the economic and insurance impacts of climate change. The directive tasks state agencies with developing strategies to stabilize the insurance market, protect utility ratepayers, and expand recovery options for wildfire survivors.

The order also directs the California Earthquake Authority and other agencies to study new tools for responding to climate-related disasters, while building on recent legislation that strengthened the state's Wildfire Fund. Together, these efforts are intended to ensure long-term resilience in insurance availability and affordability, while supporting communities facing increasing risks from natural catastrophes.

CAPITOL TO CAPITOL – FROM SACRAMENTO TO DC

DOT Announces New Grants from De-Obligated California High Speed Rail Funding

After Department of Transportation (DOT) Secretary Sean Duffy cancelled $2.4 billion in previously awarded federal funding for the California High Speed Rail Authority (CHSRA), DOT announced on September 22 $5 billion in new grant funding from the Federal Railroad Administration (FRA) National Railroad Partnership Program.

The FRA reissued the Fiscal Year 2024 (FY24) Notice of Funding Opportunity (NOFO) for projects not on the Northeast Corridor and added some funding to the FY25 NOFO, which was subject to different funding conditions after FRA modified grant agreements to comply with multiple Executive Orders removing diversity, equity, and inclusion requirements, and new scoring guidance emphasizing at-grade crossing safety projects and family-based services on passenger rail.

The reallocation of the prior funding for CHSRA into another program is controversial given ongoing litigation over the funding, which California seeks to restore and is arguing the FRA lacked the authority to unilaterally de-obligate. A CHSRA spokesperson committed to immediate legal action in order to stop the FRA from awarding the funds to different projects under a new NOFO.

West Coast: Unified Immunization Recommendations

On September 17, Governor Newsom joined the governors of Oregon, Washington, and Hawaii in announcing a coordinated vaccine strategy through the West Coast Health Alliance, aimed at ensuring consistent guidance ahead of the winter respiratory virus season. On the same day, the Governor signed AB 144 into law, authorizing California to base its immunization recommendations on independent medical and scientific organizations rather than relying solely on federal directives.

The move comes in response to recent federal deregulations and changes to public health oversight that state leaders argue have created uncertainty in national vaccine policy. By shifting authority to independent organizations and regional collaboration, the approach is intended to strengthen transparency, maintain public trust, and allow states to act swiftly in the face of emerging health risks. Together, the multistate initiative, and AB 144, reflect a broader effort to preserve continuity in public health protections, provide clear direction to residents, and align state-level actions with long-term strategies for preparedness.

Supreme Court Allows Rules on Immigration and Customs Enforcement Activities

On September 8, the Supreme Court granted a stay in a case where the previous lower court order halted Immigration and Customs Enforcement (ICE) from temporarily detaining suspected noncitizens solely on the basis of their ethnicity and other potentially protected characteristics.

The petitioners initially won an injunction in a lower court that prevented ICE from questioning individuals in Los Angeles based on their ethnicity, accent, or employment as day laborers or farm, construction, and carwash workers. The petitioners argued this was racial profiling and initially halted the types of immigration enforcement activities ICE was performing across Southern California.

While the decision was unsigned, a concurring opinion by Justice Kavanaugh argued that the fourth amendment allows for officers to temporarily detain a suspect based on “reasonable suspicion” and that the stops based on location, type of work, and language ability were reasonable enough to give ICE officers authority to request documentation proving an individual’s status in the US.

The Administration is likely to quickly resume immigration raids in Los Angeles again, as they have expanded those activities in other jurisdictions since the initial injunction was granted. The stay did not cover the substance of the case, which will continue to proceed through the courts.

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North County Transit District

2025-26 Legislative Report

AB 76 | Alvarez, D | HTML | PDF

Surplus land: exempt surplus land: sectional planning area.

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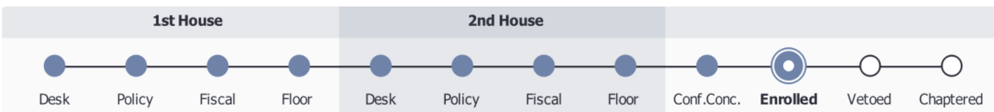

Notes

Notes 1

Anticipated Impact - may facilitate streamlined processes for developing land in sectional planning areas, potentially expediting projects with a mix of affordable housing and academic institution-affiliated housing. This could enhance opportunities for transit-oriented developments that integrate educational facilities, housing, and transportation infrastructure. This bill is sponsored by the City of Chula Vista and, according to the author's office, "Chula Vista's university effort is positioned to benefit the region greatly. A university presence in the South County would be a key player within the regional economy, producing graduates who occupy regional jobs, employing thousands of local workers, and contributing to the regional and state economies...The change in AB 76 is needed to build a much-needed four-year university in South County and provide the housing necessary for the university's students, faculty, and staff."

Bill information

Status: 09/22/2025 - Enrolled and presented to the Governor at 3 p.m.

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency and defines terms for these purposes, including, among others, “surplus land” to mean land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. Current law defines “exempt surplus land” to mean land that is subject to a sectional planning area document, as described, and meets specified requirements, including that the land identified in the adopted sectional planning area document was dedicated prior to January 1, 2019, at least 25% of the units are dedicated to lower income households, as specified, and that the land is developed at an average density of at least 10 units per acre calculated with respect to the entire sectional planning area. This bill would change those requirements so that at a minimum, 25% of units that are proposed by the sectional planning area document as adopted prior to January 1, 2019, and are not designated for students, faculty, or staff of an academic institution, or 500 units, whichever is greater, must be dedicated to lower income households, as specified, and that the land must be developed at an average density of at least 10 units per acre, in accordance with certain requirements and calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution. (Based on 09/12/2025 text)

Location:	09/22/2025 - Assembly ENROLLED	**Current Text:**	09/22/2025 - Enrollment
		Last Amend:	07/17/2025

AB 339 **Ortega, D** HTML PDF

Local public employee organizations: notice requirements.

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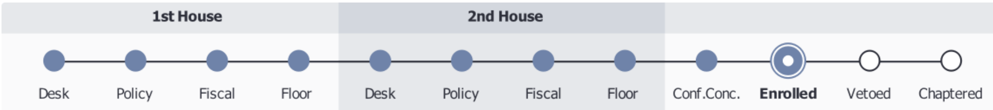

Notes

Notes 1

Anticipated impact - would require the district to provide a recognized employee organization written notice regarding contracts to perform services that are within the scope of work of existing job classifications represented by the employee organization.

Bill information

Status: 09/15/2025 - Enrolled and presented to the Governor at 4:30 p.m.

Summary: The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 45 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization, subject to certain exceptions. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 09/10/2025 text)

Location: 09/15/2025 - Assembly ENROLLED

Current Text: 09/15/2025 - Enrollment

Last Amend: 08/29/2025

AB 417 **Carrillo, D** HTML PDF

Local finance: enhanced infrastructure financing districts: community revitalization and investment authorities.

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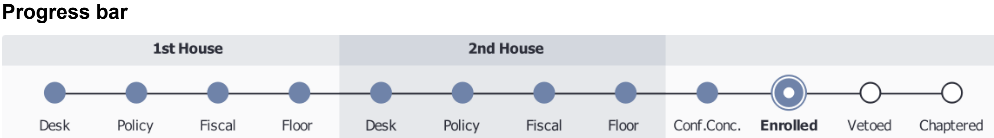

Notes

Notes 1

Neutral
Anticipated impact - grants lead project agencies a waiver from local third party approvals for sustainable transportation projects, and creates an optional project delivery process in the process of developing a a sustainable transportation project. A "lead agency" is defined as the public agency which has the principal responsibility for carrying out or approving a project. “Lead agency” also includes other parties whose services are procured by the lead agency, including, but not limited to, a private contractor or consultant. A "third party" is defined as a local agency (any public agency other than a state agency) or utility, including, but not limited to, an electrical corporation, public utility, or private telecommunications provider. Sustainable transportation projects include transit priority facilities, bus service, bus rapid transit, and passenger rail.

Bill information

Status:	09/09/2025 - Enrolled and presented to the Governor at 3 p.m.
Summary:	Current law authorizes the legislative body of a city or a county to designate a proposed enhanced infrastructure financing district to finance public capital facilities or other specified projects, including acquisition, construction, or repair of commercial structures by the small business occupant of such structures, if such acquisition, construction, or repair is for purposes of fostering economic recovery from the COVID-19 pandemic, as specified, with a governing body referred to as the public financing authority, by adopting a resolution of intention to establish the proposed district. This bill would revise these provisions to instead authorize the designation of a proposed enhanced infrastructure financing district to finance capital facilities or other specified projects for the acquisition, construction, or repair of commercial structures by the small business occupant of such structures, as described above, if such acquisition, construction, or repair is for purposes of fostering economic recovery of a community, as specified. (Based on 09/05/2025 text)

Location:	09/09/2025 - Assembly ENROLLED	**Current Text:**	09/09/2025 - Enrollment
		Last Amend:	03/27/2025

AB 476 **González, Mark, D** HTML PDF

Metal theft.

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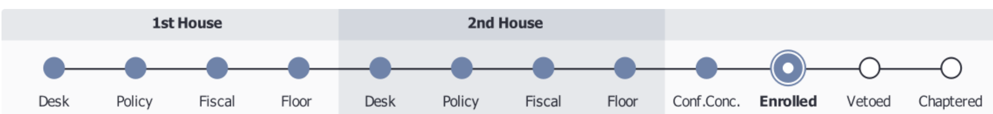

Notes

Notes 1

Anticipated impact - intends to minimize metal theft by enhancing reporting requirements for junk dealers and recyclers, modernizing restrictions on the possession of scrap metal from critical public infrastructure, and revises penalties to better reflect the true cost of damages to the public.

Bill information

Status:	09/24/2025 - Enrolled and presented to the Governor at 3 p.m.
Summary:	Current law governs the business of buying, selling, and dealing in secondhand and used machinery and all ferrous and nonferrous scrap metals and alloys, also known as “junk.” Current law requires junk dealers and recyclers to keep a written record of all sales and purchases made in the course of their business, including the place and date of each sale or purchase of junk and a description of the item or items, as specified. Existing law requires the written record to include a statement indicating either that the seller of the junk is the owner of it, or the name of the person they obtained the junk from, as shown on a signed transfer document. Current law prohibits a junk dealer or recycler from providing payment for nonferrous materials until the junk dealer or recycler obtains a copy of a valid driver’s license of the seller or other specified identification. Existing law requires a junk dealer or recycler to preserve the written record for at least 2 years. This bill would require

junk dealers and recyclers to include additional information in the written record, including the time and amount paid for each sale or purchase of junk made, and the name of the employee handling the transaction. The bill would revise the type of information required to be included in the description of the item or items of junk purchased or sold, as specified. (Based on 09/16/2025 text)

Location:	09/24/2025 - Assembly ENROLLED	**Current Text:**	09/24/2025 - Enrollment
		Last Amend:	09/04/2025

AB 1250 **Papan, D** HTML PDF

Transit operators: paratransit: recertification of eligibility.

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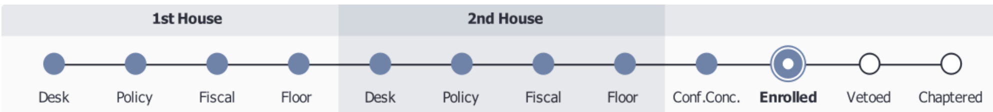

Notes

Notes 1

Neutral

Anticipated impact - would prohibit the district from requiring a person who is eligible to receive paratransit services (that has a condition that is not reasonably expected to improve) to recertify their eligibility.

Bill information

Status: 09/22/2025 - Enrolled and presented to the Governor at 3 p.m.

Summary: Under the Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, revenues from a 1/4 percent sales tax in each county are, among other things, available for allocation by the transportation planning agency to transit operators and for community transit services. Current law requires a transit operator that receives funds through the Mills-Alquist-Deddeh Act and that provides dial-a-ride or paratransit service to provide those services consistent with certain requirements. This bill would require, on or before January 1, 2027, transit operators, as defined, to establish a streamlined recertification process for eligible persons, as specified. The bill would require, on and after June 1, 2027, transit operators to only use the streamlined recertification process for eligible persons unless certain conditions apply. The bill would define “eligible persons” as persons who receive, or who are eligible to receive, paratransit services based on a disability and whose disability cannot reasonably be expected to improve over time, as determined by the person’s qualified licensed medical professional, and whose ability to access the fixed route system cannot reasonably be expected to improve over time, as determined by the transit operator. (Based on 09/12/2025 text)

Location:	09/22/2025 - Assembly ENROLLED	**Current Text:**	09/22/2025 - Enrollment
		Last Amend:	09/03/2025

ACA 1 **Valencia, D** HTML PDF

Public finance.

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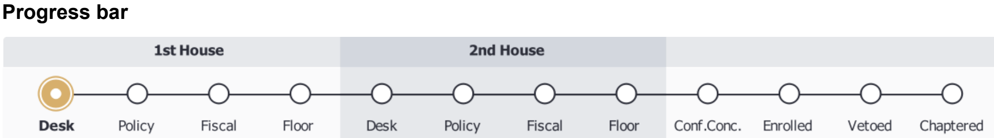

Notes

Notes 1

Anticipated impact - Unknown direct impact on NCTD. The ACA would change the required amount of funding transferred from the state General Fund to the Budget Stabilization Account (BSA) to an undefined amount, and would increase the balance limit of the BSA.

Bill information

Status: 01/29/2025 - Introduced measure version corrected.

Summary: The California Constitution prohibits the total annual appropriations subject to limitation of the State and of each local government from exceeding the appropriations limit of the entity of government for the prior year adjusted for the change in the cost of living and the change in population. The California Constitution defines “appropriations subject to limitation” of the State for these purposes. This measure would change the 1.5% required transfer to an undetermined percentage of the estimated amount of General Fund revenues for that fiscal year. The measure would change the 10% limit on the balance in the Budget Stabilization Account to 20% of the amount of the General Fund proceeds of taxes for the fiscal year estimate, as specified. The measure would specify that funds transferred under these provisions to the Budget Stabilization Account do not constitute appropriations subject to the above-described annual appropriations limit. (Based on 12/02/2024 text)

Location:	12/02/2024 - Assembly PRINT	**Current Text:**	12/02/2024 - Introduced

ACA 4 | Jackson, D | HTML | PDF

Homelessness and affordable housing.

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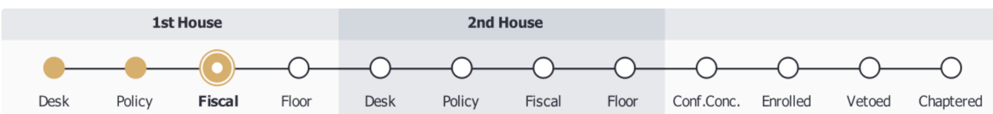

Notes

Notes 1

Anticipated impact - could fund affordable housing projects that may lead to the development of housing near transit corridors, however, would earmark 5% of the state's General Fund for housing, which would reduce flexibility in the state budget to allocate funding to other areas, including transportation. The bill would not directly reduce funding for transportation.

Bill information

Status: 05/23/2025 - Coauthors revised. In committee: Hearing postponed by committee.

Summary: The California Constitution authorizes the development, construction, or acquisition of developments composed of urban or rural dwellings, apartments, or other living accommodations for persons of low income financed in whole or in part by the federal government or a state public body, or to which the federal government or a state public body extends assistance, if a majority of the qualified electors of the city, town, or county in which the housing is proposed to be located approves the project by voting in favor thereof, as specified. This measure, the Housing Opportunities Made Equal (HOME) Act, would create an account in the General Fund into which, beginning in the 2027–28 fiscal year, and each fiscal year thereafter until September 30, 2036, a sum would be transferred from the General Fund equal to or greater than 5% of the estimated amount of General Fund revenues for that fiscal year, as specified. The measure would require the moneys in the account to be appropriated by the Legislature to the Business, Consumer Services, and Housing Agency, and would authorize that agency to expend the moneys to fund prescribed matters related to homelessness and affordable housing, including housing and services to prevent and end homelessness. (Based on 05/05/2025 text)

Location:	05/14/2025 - Assembly APPR. SUSPENSE FILE	**Current Text:**	05/05/2025 - Amended
		Last Amend:	05/05/2025

SB 30 **Cortese, D** **HTML** **PDF**

Diesel-powered on-track equipment: decommissioning: resale and transfer restrictions.

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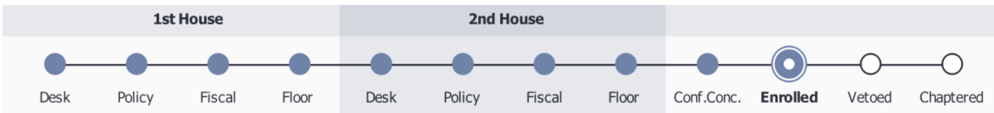

Notes

Notes 1

Negative

Anticipated impact - prohibits the district from selling or transferring diesel-powered on-track rail equipment.

Bill information

Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.

Summary: Would prohibit a public entity that owns diesel-powered on-track equipment from selling, donating, or otherwise transferring ownership of that equipment for continued use after the public entity decommissions the equipment. The bill would exempt the sale, donation, or transfer of the ownership of that equipment from the prohibition if the equipment is deemed to be in one of specified categories of emissions standards designated by the federal government for locomotives, the equipment produces emissions equivalent to any equipment within any of those federal categories, or the diesel engine is removed from the equipment, as specified. (Based on 09/12/2025 text)

Location:	09/17/2025 - Senate ENROLLED	**Current Text:**	09/17/2025 - Enrollment
		Last Amend:	07/16/2025

SB 63 **Wiener, D** **HTML** **PDF**

San Francisco Bay area: local revenue measure: public transit funding.

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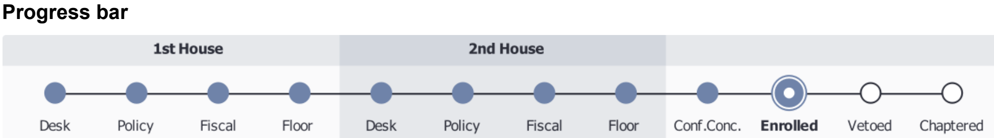

Notes

Notes 1

Neutral

Anticipated impact - No direct impact on the district. The bill creates the Transit Revenue Measure District (TRMD) to include Alameda, Contra Costa, and San Francisco counties, and allows the TRMD to impose a district tax in specific counties directly or by voter initiative.

Bill information

Status: 09/23/2025 - Enrolled and presented to the Governor at 2 p.m.

Summary: Would establish the Public Transit Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda, Contra Costa, San Mateo, and

Santa Clara and the City and County of San Francisco and would require the district to be governed by the same board that governs the commission, thereby imposing a state-mandated local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 14 years, and in an amount of 0.5% in each of the above-described counties located within the district and 1% in the City and County of San Francisco, subject to voter approval at the November 3, 2026, statewide general election. After payments are made for various administrative expenses, the bill would require the district to transfer specified portions of the proceeds of the tax to the commission for allocation to certain programs and other purposes and for allocation to the Alameda-Contra Costa Transit District, the Peninsula Corridor Joint Powers Board, commonly known as Caltrain, the San Francisco Bay Area Rapid Transit District, the San Francisco Municipal Transportation Agency, and other specified transit agencies, for transit operations expenses, and would require the district to transfer specified portions of the proceeds of the tax directly to other specified local transportation agencies, including the San Mateo County Transit District and the Santa Clara Valley Transportation Authority, for public transit expenses, as prescribed. (Based on 09/17/2025 text)

Location:	09/23/2025 - Senate ENROLLED	**Current Text:**	09/23/2025 - Enrollment
		Last Amend:	09/09/2025

SB 71 **Wiener, D** HTML PDF

California Environmental Quality Act: exemptions: transit projects.

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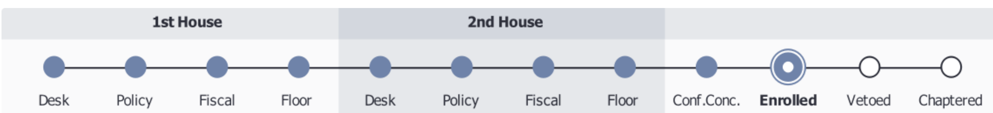

Notes

Notes 1

Anticipated impact - would exempt various district projects from CEQA. Specifically, the bill permanently exempts various active transportation plans from CEQA and expands the exemption to include a transit comprehensive operational analysis (a plan that redesigns or modifies a transit operator's or local agency's public transit service network, including the routing of fixed route and microtransit services). The bill also permanently exempts from CEQA pedestrian and bicycle facilities, transit prioritization projects, public projects for the institution or increase of bus rapid transit, bus, or light rail service, including the construction or rehabilitation of stations, terminals, or existing operations facilities, and public projects for the construction or maintenance of infrastructure of facilities to charge, refuel, or maintain zero-emission public transit buses, trains, or ferries. Extends the CEQA exemption for projects using near-zero emission, natural gas, or low-NOx technology until 2032.

Bill information

Status: 09/17/2025 - Enrolled and presented to the Governor at 2 p.m.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA, until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 09/12/2025 text)

Location:	09/17/2025 - Senate ENROLLED	**Current Text:**	09/17/2025 - Enrollment
		Last Amend:	09/02/2025

SB 79 **Wiener, D** **HTML** **PDF**

Housing development: transit-oriented development.

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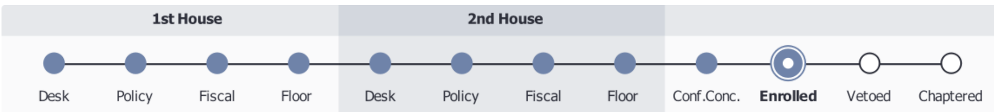

Notes

Notes 1

Neutral

Anticipated impact - would make transit-oriented development an allowable use on specified sites. The bill is intended to make it easier to develop housing near major public transportation stops.

Bill information

Status: 09/23/2025 - Enrolled and presented to the Governor at 2 p.m.

Summary: Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing, as specified. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region. Existing law requires the inventory of land to be used to identify sites throughout the community that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction’s share of the regional housing need. Existing law requires each local government to revise its housing element in accordance with a specified schedule. This bill would require that a housing development project, as defined, within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified. Among these requirements, the bill would require a project to include at least 5 dwelling units and establish requirements concerning height limits, density, and residential floor area ratio in accordance with a development’s proximity to specified tiers of TOD stops, as provided. The bill would provide that, for the purposes of the Housing Accountability Act, a proposed development consistent with the applicable standards of these provisions as well as applicable local objective general plan and zoning standards shall be deemed consistent, compliant, and in conformity with prescribed requirements, as specified. The bill would provide that a local government that denies a project meeting the requirements of these provisions located in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and immediately liable for penalties, beginning on January 1, 2027, as provided. These provisions would not apply to a local agency until July 1, 2026, except as specified, or within unincorporated areas of counties until the 7th regional housing needs allocation cycle. The bill would specify that a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements and would specify that the project is required to comply with certain affordability requirements, under that law. This bill contains other related provisions and other existing laws. (Based on 09/17/2025 text)

Location:	09/23/2025 - Senate ENROLLED	**Current Text:**	09/23/2025 - Enrollment
		Last Amend:	09/05/2025

SB 607 **Wiener, D** HTML PDF

California Science and Health Research Bond Act.

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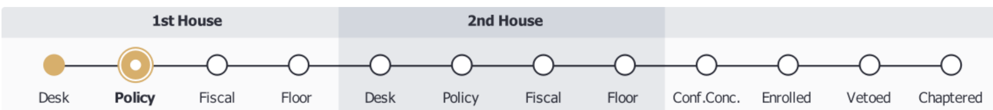

Notes

Notes 1

Neutral

Anticipated impact - this measure makes numerous changes to CEQA. Some provisions that could impact the district include:

SB 607 creates a new environmental review process for projects that do not meet the eligibility criteria for a CEQA exemption based on a single eligibility condition, and changes the criteria and legal standard by which lead agencies evaluate whether to prepare an mitigated negative declaration, negative declaration, or environmental impact report.

Bill information

Status: 09/13/2025 - Re-referred to Com. on RLS.

Summary: Would establish the California Foundation for Science and Health Research within the Government Operations Agency. The bill would create the California Foundation for Science and Health Research Fund, upon appropriation by the Legislature, and require the moneys in the fund to be used by the foundation to award grants and make loans to public or private research companies, universities, institutes, and organizations for scientific research and development, in specific areas of research, including, but not limited to, biomedical, behavioral, and climate research. (Based on 09/12/2025 text)

Location:	09/13/2025 - Senate RLS.	**Current Text:**	09/12/2025 - Amended
		Last Amend:	09/12/2025

SB 752 **Richardson, D** HTML PDF

Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.

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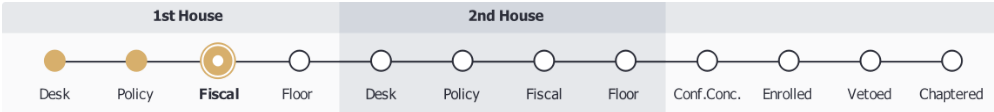


Notes

Notes 1

Positive

Anticipated impact - would continue the sales and use tax exemption for zero-emission transit buses for the district until 2028.

Bill information

Status:	05/23/2025 - May 23 hearing: Held in committee and under submission.		
Summary:	Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes, including, until January 1, 2026, an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies that are eligible for specified incentives from the State Air Resources Board. This bill would extend the exemption for specified zero-emission technology transit buses until January 1, 2028. This bill contains other related provisions. (Based on 02/21/2025 text)		
Location:	05/19/2025 - Senate APPR. SUSPENSE FILE	**Current Text:**	02/21/2025 - Introduced

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
2

STAFF REPORT

RECEIVE THE MONTHLY TRANSIT OPERATIONS PERFORMANCE REPORT FOR AUGUST 2025

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION:

Receive the Monthly Transit Operations Report for August 2025.

BACKGROUND INFORMATION:

The Monthly Transit Operations Performance Report (TOPR) provides an overview of NCTD's performance trends by mode as they relate to budgeted goals and minimum performance standards for each month of the fiscal year. NCTD's performance goals are developed as part of the annual operations budget development process. Minimum performance standards are set forth in each modal operations and maintenance contract.

The monthly TOPR is intended to provide performance reporting on key performance indicators without the detailed analysis of trends that are included in the annual TOPR. The data contained in this staff report is unaudited and subject to change. Starting in FY 2025, staff removed certain metrics from the TOPR attachment to improve legibility and allow for the inclusion of the NCTD+ mode. Metrics removed include passengers per revenue mile and metrics related to LIFT response time and pick-up windows. These metrics will continue to be tracked internally for performance management purposes. Attached to this staff report is a table that provides information on NCTD's modal performance compared to the established goals or standards, as well as a comparison to the previous fiscal year. The monthly TOPR uses the same symbology from the annual TOPR and is explained below:

STANDARD/GOAL MET: Indicates goal or standard was met.

STANDARD/GOAL NEARLY MET: Indicates actual performance was within 10% of the goal or standard.

STANDARD/GOAL NOT MET: Indicates goal or standard was not met.

Systemwide Performance

August 2025 systemwide ridership was 692,157, which is 6% below the budgeted goal and 2.6% below the August 2024 ridership of 710,800. August 2025 was also at 75.4% of FY19 pre-pandemic levels.

BREEZE Performance

BREEZE boardings in August totaled 429,276, below the budgeted goal of 457,095 by 6.1% and a 3.5% decrease compared to August 2024. August 2025 was also 78.3% of FY19 pre-pandemic levels. BREEZE on-time performance (OTP) was 86.1% for the month, below the minimum performance standard of 88%.

COASTER Performance

COASTER boardings in August totaled 102,148, above the budgeted goal of 91,819 by 11.2% and a 13.6% increase compared to August 2024. August 2025 was also 70.9% of FY19 pre-pandemic levels. COASTER OTP was 94.5% for the month, below the minimum performance standard of 95%.

SPRINTER Performance

SPRINTER boardings in August totaled 138,695, below the budgeted goal of 162,478 by 14.6% and a 12.7% decrease compared to August 2024. August 2025 was also 67.3% of FY19 pre-pandemic levels. SPRINTER OTP was 94.4% for the month, below the minimum performance standard of 95%.

FLEX Performance

FLEX boardings in August totaled 9,198, above the budgeted goal of 8,946 by 2.8% and a 29.3% increase compared to August 2024. August 2025 was also 317.7% of FY19 pre-pandemic levels. FLEX OTP was 86.9% for the month, below the performance standard of 88%.

LIFT Performance

LIFT boardings in August totaled 8,923, below the budgeted goal of 9,487 by 5.9% and a 6.5% decrease compared to August 2024. August 2025 was also 55.9% of FY19 pre-pandemic levels. LIFT OTP was 88.7% for the month, below the minimum standard of 92%. LIFT productivity, measured by passengers transported per revenue hour, was 2.61 for the month, which is above the minimum performance standard of 1.80 passengers per revenue hour.

NCTD+ Performance

NCTD+ boardings in August totaled 3,971, below the budgeted goal of 6,144 by 36.2%. Total boardings included 1,925 boardings in the San Marcos zone and 1,992 in the Vista zone. NCTD+ OTP was 83.7% for the month, below the minimum standard of 92%.

Youth Opportunity Pass (YOP) Performance

Youth pass usage for August 2025 totaled 75,032, a 13.6% decrease compared to August 2024.

ATTACHMENT: 2A – Monthly Transit Operations Performance Report, August 2025

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT:
Ricky Cervantes, Senior Transit Planner
Email: jcervantes@nctd.org Phone: 760-967-2886

ATTACHMENT A

Transit Performance Report - August 2025

SYSTEM Performance (All Modes)	Goals/Standards[1]	August 2025	Variance from Goal	August 2024	Variance from Prior Year
Total Boardings	735,969	692,157	-6.0%	710,800	-2.6%
Average Weekday Boardings	27,434	25,415	-7.4%	25,997	-2.2%
Average Saturday Boardings	17,573	17,038	-3.0%	16,852	1.1%
Average Sunday Boardings	14,398	14,652	1.8%	13,655	7.3%
BREEZE Performance	**Goals/Standards[1]**	**August 2025**	**Variance from Goal**	**August 2024**	**Variance from Prior Year**
Total Boardings	457,095	429,276	-6.1%	444,809	-3.5%
Average Weekday Boardings	17,291	16,083	-7.0%	16,485	-2.4%
Average Saturday Boardings	10,289	9,987	-2.9%	9,918	0.7%
Average Sunday Boardings	8,506	8,320	-2.2%	8,139	2.2%
Boardings per Revenue Hour	12.65	11.95	-5.5%	11.98	-0.3%
On-Time Performance	88.0%	86.1%	-2.2%	82.0%	5.0%
SPRINTER Performance	**Goals/Standards[1]**	**August 2025**	**Variance from Goal**	**August 2024**	**Variance from Prior Year**
Total Boardings	162,478	138,695	-14.6%	158,947	-12.7%
Average Weekday Boardings	6,028	5,127	-14.9%	5,786	-11.4%
Average Saturday Boardings	3,876	3,288	-15.2%	3,787	-13.2%
Average Sunday Boardings	3,304	2,918	-11.7%	3,182	-8.3%
Boardings per Revenue Hour	81.28	70.26	-13.6%	79.29	-11.4%
On-Time Performance	95.0%	94.4%	-0.7%	96.9%	-2.6%
COASTER Performance	**Goals/Standards[1]**	**August 2025**	**Variance from Goal**	**August 2024**	**Variance from Prior Year**
Total Boardings	91,819	102,148	11.2%	89,930	13.6%
Average Weekday Boardings	3,142	3,312	5.4%	3,024	9.5%
Average Saturday Boardings	2,965	3,418	15.3%	2,936	16.4%
Average Sunday Boardings	2,202	3,099	40.7%	2,181	42.1%
Boardings per Revenue Hour	45.93	95.73	108.4%	83.66	14.4%
On-Time Performance	95.0%	94.5%	-0.6%	94.7%	-0.3%
FLEX Performance	**Goals/Standards[1]**	**August 2025**	**Variance from Goal**	**August 2024**	**Variance from Prior Year**
Total Boardings	8,946	9,198	2.8%	7,114	29.3%
Average Weekday Boardings	386	358	-7.4%	290	23.3%
Average Saturday Boardings	102	166	62.5%	97	70.9%
Average Sunday Boardings	67	172	156.4%	63	172.7%
Boardings per Revenue Hour	4.04	4.16	3.0%	3.12	33.3%
On-time Performance	88.0%	86.9%	-1.2%	87.3%	-0.5%
LIFT Performance	**Goals/Standards[1]**	**August 2025**	**Variance from Goal**	**August 2024**	**Variance from Prior Year**
Total Boardings	9,487	8,923	-5.9%	9,540	-6.5%
Average Weekday Boardings	405	378	-6.7%	394	-4.0%
Average Saturday Boardings	109	116	6.1%	106	9.1%
Average Sunday Boardings	86	81	-5.6%	83	-2.2%
Boardings per Revenue Hour	1.80	2.61	45.2%	1.83	42.8%
On-Time Performance	92.0%	88.7%	-3.6%	91.0%	-2.5%
NCTD+ Performance	**Goals/Standards[1]**	**August 2025**	**Variance from Goal**	**August 2024**	**Variance from Prior Year**
Total Boardings	6,144	3,917	-36.2%	460	751.5%
Average Weekday Boardings	182	157	-13.7%	18	772.2%
Average Saturday Boardings	232	64	-72.4%	8	700.0%
Average Sunday Boardings	233	61	-73.8%	7	771.4%
Boardings per Revenue Hour	1.80	3.24	80.1%	1.29	151.7%
On-Time Performance	92.0%	83.7%	-9.1%	82.9%	0.9%
Median Wait Time (minutes)	20	12.95	-35.3%	8.15	58.9%

[1] Budgeted goals are developed every fiscal year within budget documents and are based upon ridership projections and past performance while minimum performance standards were generally established in past contracts.

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
3

STAFF REPORT

RECEIVE THE CHAIR REPORT FOR THE EXECUTIVE COMMITTEE FOR THE OCTOBER 13, 2025 MEETING

Time Sensitive: ☒ **Consent:** ☒

STAFF RECOMMENDATION: Receive the Executive Committee Chair Report for the October 13, 2025 meeting.

BACKGROUND INFORMATION:

On October 13, 2025, at 11:00 a.m., the Executive Committee met as scheduled with all appointed members in attendance.

Executive Committee Agenda Item No. 1 – Receive Update on Annual Review of NCTD Board Policies

Suheil Rodriguez, Director of Administration, presented an overview of the Board Policies where staff proposed modificationsf. Board Policies 3, 5, 8 and 25 had substantive revisions.

Committee Martinez and Edson both shared concern regarding Board Policy No. 3 that revoked race and sex-based disadvantages in the DBE program. They recommended that the policy language be updated to be more inclusive if possible in the future.

Executive Committee Closed Session Item No. 2 and 3 – Closed Session Performance Evaluation for Chief Executive Officer, Shawn M. Donaghy and Deputy Chief Executive Officer/Chief General Counsel, Lori A. Winfree

The Executive Committee went into Closed Session at 11:30 a.m. They met to review the performance of the Chief Executive Officer and the Deputy Chief Executive Officer, and found both to have exceeded expectations for the review period, and are advancing performance-based incentive recommendations to the full Board for consideration at its October 23, 2025 meeting. The item will be agendized at that time. Closed Session ended at 12:55 p.m.

The meeting adjourned at 12:56 p.m.

ATTACHMENT(S): 3A – Proposed Modifications to Board Policies Presentation

FISCAL IMPACT: This staff report has no fiscal impact.

STAFF CONTACT: **Mary Dover, Chief of Staff**
E-mail: mdover@nctd.org Phone: 760-967-2895

ATTACHMENT 3A

Review Proposed Modifications to NCTD Board Policies

Executive Committee Meeting
October 13, 2025

COASTER SPRINTER BREEZE FLEX LIFT NCTD

Overview

- Board Policy No. 1, *General Provisions*, establishes the process for developing, adopting, and implementing Board policies and procedures.
- At least annually, staff must review and suggest revisions, if any, to existing Board policies.
- Most proposed revisions are not substantive in nature and are made to address required administrative, legal, or regulatory revisions.

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

- The following policies were revised for administrative (A) purposes to update agency name, logo and position titles for the Chief Executive Officer and Deputy Chief Executive Officer/Chief General Counsel.

Policy Number	Name
1	General Provisions
2	Appointment to Board of Directors
4	Rules of Procedure
6	Ethics Training
7	Board Member Compensation and Travel Expense Reimbursement
9	Investment Policy
10	Cash Reserve Funds

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	Name
11	Real Estate
12	Excess Real Property Utilization Plan
13	Advertising Concessions and Merchandising
14	Record Management and Document Control
15	Records Retention Policy and Schedule – RRS
16	Public Records Requests
17	Budget Development
18	Railroad Safety and Community Enhancement Projects
19	Delegation of Authority to Chief Executive Officer

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	Name
20	Complimentary Transit Passes
21	Complementary ADA Paratransit Program
22	Service Requests
23	Railroad Construction Scheduling and Management
24	Employee Drug and Alcohol Policy
26	Discrimination Complaint Procedures
27	Equal Employment Opportunity (EEO)
28	Fraud Prevention

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	Name
29	Capitalization and Asset Management
30	Threshold for Major Service Change
31	Threshold for Disparate Impact on Minority Populations
32	Threshold for Disproportionate Burden
33	Joint Use and Development of Real Property
34	Unsolicited Proposal Policy

Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	NAME	DESIGNATOR
3	Committees and External Appointments	(A)(L)
5	Public Notice and Participation	(A)(L)(R)
8	Conflict of Interest	(A)(L)
25	Disadvantages Business Enterprise (DBE)	(A)(R)

Board Policy No. 3 – Committee and External Appointments

- Revisions to structure of internal committee scheduling. Establishing a defined schedule within the policy will provide greater clarity for Board Members interested in joining a committee and help reduce scheduling challenges.
- Align committee schedules with other regional transit agencies (SANDAG, MTS, OCTA, LOSSAN).

Board Policy No. 5 – Public Notice and Participation

- Added a budget adoption requirement for a public hearing under California’s open meeting and public agency laws (e.g., the Brown Act, Gov. Code § 54950 et seq.)
- Revisions to Public Participation Process based Executive Order (EO) 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity", signed by President Trump on January 21, 2025, which revoked EO 12898, "Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations‟.

Board Policy No. 8 – Conflict of Interest

- Revisions were made to ensure compliance with the Political Reform Act (Gov. Code sections 81000, et seq.) and the Fair Political Practices Commission (FPPC) regulations. The legal component involves confirming that the new administrative process—electronic filing through the web portal managed by the County of San Diego—continues to satisfy all statutory and FPPC requirements related to filing, retention, and public access.
- Added and removed positions to streamline position categories.

Board Policy No. 25 – Disadvantaged Business Enterprise (DBE)

- Revised policy language for NCTD’s DBE Program to ensure compliance with the U.S. Department of Transportation’s (DOT) interim final rule (IFR) issued on September 30, 2025, regarding the DBE program. The rule eliminates the longstanding race- and sex-based presumptions of disadvantage that had automatically classified women and certain racial or ethnic groups as “socially and economically disadvantaged”.

Next Steps

- If the Executive Committee authorizes advancement of the proposed modifications, staff will present the item under Other Business at the October Regular Board meeting for the full Board's discussion and additional feedback. Following that discussion, the Board may consider adopting a Resolution to approve the proposed modifications.

Questions?

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
4

STAFF REPORT

RECEIVE THE UNAUDITED QUARTERLY INVESTMENT REPORT FOR THE FOURTH QUARTER OF FY2025

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION:

Receive the Unaudited Quarterly Investment Report (unaudited) for the Fourth Quarter of FY2025 (April 1, 2025 through June 30, 2025).

BACKGROUND INFORMATION:

Pursuant to the North County Transit – San Diego Railroad (NCTD) Board Policy No. 9, *Investment Policy* (Board Policy No. 9), the Chief Financial Officer, acting as NCTD's Treasurer, submits a Quarterly Investment Report to the Board. The Quarterly Investment Report provides unaudited information on investment portfolio performance and includes a listing of the current investment portfolio, the compliance or non-compliance of the investments with the investment policy, and the ability of the investment portfolio to provide the necessary liquidity to meet the expenditure requirements of NCTD for the next six months. The table below lists NCTD's cash and investment balances as of June 30, 2025:

Cash and Investments	Book Value	Market Value	Annual Yield
State of California Local Agency Investment Fund (LAIF)	$74,999,285	$74,999,285	4.56%
County of San Diego Investment Pool	$49,094,806	$49,094,806	3.66%
JPMorgan Chase Checking	$6,741,843	$6,741,843	2.56%
Total Cash and Investments	**$130,835,934**	**$130,835,934**	**4.12%**

The LAIF and County of San Diego investments are liquid and funds may be accessed for immediate needs. As required by Board Policy No. 9, the Chief Financial Officer, as Treasurer, certifies that the investment portfolio is in compliance with NCTD's Board of Directors' investment policy. The Treasurer also certifies that the investment portfolio provides the necessary liquidity to meet NCTD's expenditures for the next six months, provided that grant-funding authorities continue to disburse funds to NCTD on a timely basis.

The variance between cash and investments per this report and the Statement of Financial Position amount as of June 30, 2025, for Cash and Investments, is related to cash held in ticket vending machines, petty cash, cash in transit held by armored services, and cash managed by third parties for payment of workers' compensation claims. The table below summarizes the balance of cash and investments and annual investment yield on June 30, 2025, compared to June 30, 2024.

	6/30/2025	6/30/2024	Change %
Cash and Investments	$130,835,934	$108,768,996	20.3%
Annual Investment Yield	4.12%	4.17%	-1.2%

For the quarter ended June 30, 2025, LAIF reported a quarterly yield of 4.27% and the San Diego County Investment Pool reported an annualized yield of 3.78% for their entire portfolios.

ATTACHMENT: None

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Eun Park-Lynch, Chief Financial Officer**
E-mail: eparklynch@nctd.org Phone: 760-967-2858

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
5

STAFF REPORT

RECEIVE THE QUARTERLY SAFETY REPORT FOR THE FOURTH QUARTER OF FY2025

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION: Receive the quarterly Safety Report for the fourth quarter of FY2025 (April 1, 2025 – June 30, 2025).

BACKGROUND INFORMATION: Safety is a core value at North County Transit – San Diego Railroad (NCTD). The Safety Department provides the Board of Directors with quarterly updates on safety performance trends and metrics aligned with NCTD's Public Transportation Agency Safety Plan (PTASP) and System Safety Plan (SSP).

SAFETY REPORT:

The Quarterly Safety Report (Safety Report) analyzes NCTD's safety performance using the performance targets and goals listed in the District's Public Transportation Agency Safety Plan (PTSAP), and the System Safety Plan (SSP). The areas where the safety performance targets and goals are not achieved guide NCTD in its risk-reduction strategies and allocation of resources. Because safety performance is tracked on a calendar year basis, the Q4 FY2025 report presents data and trends for the second quarter of Calendar Year 2025 (Q2 CY2025). Highlights are summarized below:

Rail Performance Overview:

- **Trespasser Activity:** COASTER and SPRINTER reported 2 trespasser strikes and 33 near misses in Q2 CY2025. Strikes decreased 60% (from 5 to 2), and near misses declined 11% (from 37 to 33) compared to the previous quarter, though these events continue to pose significant safety and operational challenges.
- **System Reliability:** SPRINTER System reliability improved significantly, rising from 2,887 to 4,742 miles between major mechanical failures (annual target = 2,500 miles).
- **Safety Metrics:** SPRINTER met all PTASP safety performance targets in Q2 CY2025 except for vehicular collisions, which remains above the annual goal (1 event YTD; goal = 0). Major events decreased from 3 to 1 (rate down from 0.58 to 0.19 YTD), and collisions dropped from 3 to 0, with no pedestrian or transit worker collisions reported. No fatalities occurred, and injury metrics remained within targets, with only 1 injury reported. Assaults on transit workers declined from 7 to 3, keeping the annual rate on track. System reliability improved significantly, rising from 2,887 to 4,742 miles between major mechanical failures.
- **Regulatory Compliance:** 7 external rail safety inspections were completed with zero noted defects.

Bus Performance Overview:

- **Safety Metrics:** BREEZE met most PTASP safety performance targets in Q2 CY2025, maintaining zero fatalities and keeping injury and assault rates within thresholds. However, major events (3 this quarter; 6 YTD) and the major event rate remain above annual targets. Collision metrics, including overall, pedestrian, and vehicular continue to exceed or meet thresholds inconsistently, with 1 collision this quarter and pedestrian collisions holding at 1 YTD. All other safety measures remain on track for year-end compliance.
- **System Reliability:** BREEZE achieved 15,078 miles between major mechanical failures in Q2, exceeding the 14,000-mile annual goal. LIFT (59,752 miles) and FLEX (116,545 miles) both remain below their respective annual reliability targets when averaged year-to-date, largely due to older vehicles still in service, but are seeing improvements in this metric which indicates a positive trend. Delivery of new LIFT and FLEX vehicles later this year, along with the opening of the BREEZE hydrogen fueling station, is expected to improve overall reliability and allow retirement of aging buses.
- **Regulatory Inspections:** No bus-related external safety inspections or defects were reported this quarter.
- NCTD anticipates an improvement of overall safety and system reliability for bus operations once the service has fully transitioned to direct operations in first Quarter of FY2026.

NCTD's Safety and Operations teams for rail and bus will continue to monitor and assess key elements impacting system reliability and will continue to endeavor to manage and recover expected target goals over the remainder of the reporting year.

System-Wide Safety Activities:

- **Safety Committees:** Rail and Bus Safety Committees met regularly to review incidents, rule compliance, injury trends, and efficiency testing. In addition, both Committees reviewed and approved updates to the PTASPs and SSP, which are on the September Board Agenda for consideration.
- **Voluntary Reporting:** The Safety Department tracks voluntary hazard reports submitted by rail and bus personnel. Reports are reviewed at monthly Safety Committee meetings, assessed for risk, and assigned corrective actions as appropriate. The Safety Department, and respective Committee (Bus/Rail), monitors each report through resolution.

ATTACHMENT: 5A – Quarterly Safety Report Q4-FY2025

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Lori A. Winfree, Deputy Chief Executive Officer/Chief General Counsel**
E-mail: lwinfree@nctd.org Phone: 760-966-6532

ATTACHMENT 5A

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Quarterly Safety Report

For the Period
April 1, 2025 – June 30, 2025

Table of Contents

SAFETY DEPARTMENT REPORT

SAFETY PLAN PERFORMANCE

This report details the metrics used to measure the safety performance of North County Transit – San Diego Railroad's (NCTD) various operating modes. The performance measures are those listed in NCTD's Safety Plans. The Public Transportation Agency Safety Plan (PTASP) is applicable to NCTD's Bus modes and SPRINTER Operations and specific safety metrics are required by the Federal Transit Administration (FTA). The System Safety Plan (SSP) and its broader goals is applicable to COASTER and SPRINTER as part of Federal Railroad Administration (FRA) regulations. All data is tracked on a calendar year basis to align with FTA and FRA requirements.

Definitions:

- **Reportable Injuries** are employee and passenger injuries that are reported to National Transit Database (NTD). The threshold for what is considered reportable injuries according to NTD are those requiring medical transportation from the scene.
- **Major Events** are documented using the **S&S-40 Major Event Report** form and must be reported within 30 days of the incident.
  Major Event Reporting Thresholds for Rail Modes
  - An event qualifies as a Major Event if it meets the general definition of a reportable event **and** satisfies one or more of the following criteria:
  - **Fatality**: A death confirmed within 30 days of the incident, including suicides.
  - **Injury**: An injury requiring immediate medical attention away from the scene for one or more individuals.
  - **Serious Injury**: An injury that may not involve transport from the scene but meets the criteria for seriousness.
  - **Substantial Property Damage**: Damage that includes the towing of any vehicle due to disabling damage.
  - **Evacuation**: An evacuation conducted for life safety reasons or to the rail right-of-way.
  - **Runaway Train**: An uncontrolled movement of a train.
  - **Collisions**:
    - Between a rail transit vehicle and an individual.
    - At a grade crossing or intersection.
    - With another rail vehicle (revenue or non-revenue).
  - **Derailment**: A mainline or yard derailment involving revenue or non-revenue vehicles.
- **System Reliability** reflects calculations based on major mechanical failures as defined by the NTD, as compared to revenue vehicle miles.
- **Assault on a Transit Worker** is a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

The Public Transportation Agency Safety Plan (PTASP) is required by the Federal Transit Administration (FTA) in accordance with 49 CFR Part 673. The PTASP is a comprehensive document outlining how NCTD manages safety risks and ensures the effectiveness of its safety measures; it provides a roadmap for NCTD's implementation of its Safety Management System (SMS), which details District efforts to proactively identify hazards, assess risks, and implement strategies to reduce the likelihood and severity of safety events. An essential component of the PTASP is annual target-setting for specified safety performance measures as identified in the National Safety Plan. NCTD establishes its annual calendar year goals for SPRINTER and BREEZE/FLEX/LIFT modes under FTA regulations.

SPRINTER PTASP CALENDAR YEAR 2025 SAFETY PERFORMANCE

Safety Performance Measure	Q1 2025 (Jan-Mar)	Q2 2025 (Apr-Jun)	Cumulative CY2025	Goal for 2025	On Track for Goal?
Measure 1a – Major Events	3	1	4	7	YES
Measure 1b – Major Event Rate	0.58	0.19	0.77	1.36	YES
Collisions	3	0	3	3	YES
Measure 1.1 – Collision Rate	0.58	0	0.58	0.58	YES
Pedestrian Collisions	2	0	2	3	YES
Measure 1.1.1 – Pedestrian Collision Rate	0.39	0	0.39	0.58	YES
Vehicular Collision	1	0	1	0	NO
Measure 1.1.2 – Vehicular Collision Rate	0.19	0	0.19	0.00	NO
Measure 2a – Fatalities	1	0	1	2	YES
Measure 2b – Fatality Rate	0.19	0	0.19	0.39	YES
Measure 2.1 – Transit Worker Fatality Rate	0.00	0.00	0.00	0.00	YES
Measure 3a – Injuries	2	1	3	3	YES
Measure 3b – Injury Rate	0.39	0.19	0.58	0.58	YES
Transit Worker Injuries	0	0	0	2	YES
Measure 3.1 – Transit Worker Injury Rate	0	0	0	0.39	YES
Measure 4a – Assaults on Transit Workers	7	3	10	15	YES
Measure 4b – Rate of Assaults on Transit Workers	0.46	0.58	1.94	2.91	YES
Measure 5 – System Reliability	2,887	4,742	3,762	2,500	YES

All rates are based on 100,000 Vehicle Revenue Miles (VRM); 2025 VRM for SPRINTER is projected at 515,614.

BUS PTASP CALENDAR YEAR 2025 SAFTEY PERFORMANCE

Safety Performance Measure	Q1 2025 (Jan-Mar)	Q2 2025 (Apr-Jun)	Cumulative CY2025	Goal for 2025	On Track for Goal?
Measure 1a – Major Events	3	3	6	2	NO
Measure 1b – Major Event Rate	0.05	0.05	.09	0.03	NO
Collisions	1	1	2	1	NO
Measure 1.1 – Collision Rate	0.02	0.02	.03	0.02	NO
Pedestrian Collisions	1	0	1	0	NO
Measure 1.1.1 – Pedestrian Collision Rate	0.02	0	0.02	0	NO
Vehicular Collision	0	1	1	1	YES
Measure 1.1.2 – Vehicular Collision Rate	0	0.02	0	0.02	YES
Measure 2a – Fatalities	0	0	0	0	YES
Measure 2b – Fatality Rate	0	0	0	0	YES
Measure 2.1 – Transit Worker Fatality Rate	0	0	0	0	YES
Measure 3a – Injuries	3	5	8	15	YES
Measure 3b – Injury Rate	0.05	0.08	0.12	0.24	YES
Transit Worker Injuries	0	0	0	2	YES
Measure 3.1 – Transit Worker Injury Rate	0	0	0	0.03	YES
Measure 4a – Assaults on Transit Workers*	2	4	6	20	YES
Measure 4b – Rate of Assaults on Transit Workers	0.03	0.06	0.09	0.32	YES
Measure 5 – System Reliability BREEZE	10,753	15,078	12,576	14,000	NO
Measure 5 – System Reliability LIFT	24,400	59,752	34,662	37,000	NO
Measure 5 – System Reliability FLEX	19,155	116,545	33,083	50,000	NO

All rates are based on 100,000 Vehicle Revenue Miles (VRM); 2025 VRM for BREEZE, LIFT and FLEX is projected at 6,316,912

SYSTEM SAFETY PLAN (SSP)

The System Safety Plan (SSP) is developed in accordance with Federal Railroad Administration (FRA) regulations as detailed 40 CFR Part 270. The purpose of the SSP is to improve railroad safety through structured, proactive processes and procedures developed and implemented by NCTD that: supports risk management and provides methods for evaluating and responding to all safety issues. NCTD develops annual safety performance goals which are critical to operational safety improvements. The SSP covers both COASTER and SPRINTER; while SPRINTER operations and maintenance fall under FTA regulations, because the track on which it operates is regulated by the FRA, it is covered under both PTASP and SSP requirements.

COASTER & SPRINTER 2025 SAFETY PERFORMANCE

1. **Zero Fatalities, Serious Injuries, and Significant Accidents:** This goal helps ensure mitigation of any risks with a severity level that could result in the death of a passenger or employee, serious injury to a passenger or employee, or an accident that would trigger an independent investigation by a regulator (FRA or FRA) or the NTSB. A year-end status report will be provided upon completion of CY2025.

	Jan	Feb	Mar	Apr	May	Jun
Death of a passenger or employee	0	0	0	0	0	0
Serious injury to a passenger or employee	0	0	0	0	0	0
Accident that would trigger an independent investigation by a regulator (FRA or FRA) or the NTSB	0	0	0	0	0	0

2. **Reduce Employee Injury Rate** This aim of this goal is to reduce the employee injury by at least 5% year-over-year. A year-end comparison report will be provided upon completion of CY2025.

	Jan	Feb	Mar	Apr	May	Jun
Employee Injuries - COASTER	0	0	0	1	0	0
Employee Injuries - SPRINTER	0	0	0	0	0	0
Employee Injuries – DISPATCH/MOS/MOW	0	0	0	0	0	0

3. **Reduce Near Misses and Trespasser Strikes:** This goal aims to reduce near-miss events and trespasser strikes by 5% year-over-year. Near misses and other trespasser events are not only safety issues, but they also create unnecessary stress for employees and unnecessary delays for passengers. A year-end comparison report will be provided upon completion of CY2025.

	Jan	Feb	Mar	Apr	May	Jun
Near Misses - COASTER	6	5	14	13	3	6
Near Misses - SPRINTER	5	3	4	1	4	6
Trespasser Strikes - COASTER	1	1	0	1	1	0
Trespasser Strikes - SPRINTER	1	0	2	0	0	0

Voluntary Hazard Reporting: This goal aims to increase the number of hazards reported by 20% year-over-year. A year-end comparison report will be provided upon completion of CY2025.

	Jan	Feb	Mar	Apr	May	Jun
Rail Related Hazard	0	3	0	0	1	1

EXTERNAL REGULATORY INSPECTIONS

External Safety Inspection Activity	Number of Inspections Completed (January - March)	Number of Defects (January - March)	Number of Inspections Completed (April - June)	Number of Defects (April - June)
Bus Compliance	0	0	0	0
Rail Compliance	8	0	7	0
Construction/Facilities	0	0	0	0
Total	8	0	7	0

SAFETY COMMITTEE ACTIVITIES – BUS AND RAIL

NCTD maintains two separate Safety Committees, one for Bus and one for Rail. These Committees fulfill essential oversight functions as required under the Federal Transit Administration's Public Transportation Agency Safety Plan (PTASP) regulations (49 CFR Part 673), the Federal Railroad Administration's operational testing rules (49 CFR Part 217), and the California Public Utilities Commission's General Order 164-E. Each committee includes 14 appointed members with designated alternates, as well as two local union representatives, providing a diverse and representative forum for safety oversight.

During Q2 – FY2025, the Committees met to review recent safety incidents, analyze trends in preventable collisions, passenger injuries, and rule violations, and monitor efficiency testing performance. Members also evaluated the implementation of corrective actions stemming from internal hazard reports, audits, and field observations. For rail operations, discussions included regulatory compliance and incident prevention strategies, while bus committee activities emphasized operator safety programs and injury reduction efforts. Importantly, the Committees are also responsible for reviewing and approving all modifications to the PTASP and System Safety Program (SSP), ensuring that policy updates align with current operational needs and evolving regulatory standards. These meetings support NCTD's commitment to a proactive safety culture and continuous improvement across all transit modes.

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
6

STAFF REPORT

RECEIVE THE QUARTERLY SECURITY REPORT FOR THE FOURTH QUARTER OF FY2025

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION: Receive the Security Department Quarterly Report for the fourth quarter of FY2025 (April 1, 2025 through June 30, 2025).

BACKGROUND INFORMATION: Fostering and maintaining safe and secure operations is one of the North County Transit – San Diego Railroad's (NCTD) primary goals. Staff provides the NCTD Board of Directors with a quarterly update covering law enforcement and security-related activities, including crimes, arrests, and citations.

During the fourth quarter of FY2025 (FY2025-Q4) security incidents related to quality-of-life issues such as loitering/vagrancy increased by 36%**,** Ordinance No. 3 - *An Ordinance Establishing NCTD Code of Regulations* violations increased by 12%, and law enforcement activity/contact increased by 28%**.** Trespassing increased by 1% and homeless encampments decreased by 10%, as compared to the third quarter of FY2025 (FY2025-Q3).

Disturbances increased by 4% compared to FY2025-Q3. Transit Stations/Stops made up 56% of total disturbances during FY2025-Q3. Overall crimes, which include misdemeanor crimes, increased by 15% compared to FY2025-Q3. Misdemeanor crimes made up 78% of the total crimes reported to security.

Law Enforcement Activities:
The SDSO Transit Enforcement Unit (TESU) focused its efforts on both SPRINTER and BREEZE details during FY2025-Q4. Overall final numbers for TESU resulted in 366 arrests across The District. This resulted in a 30% increase in total arrests for FY2025-Q4 as compared to the previous quarter.

Assaults on Employees:
During the month of April 2025, there were three reported Assaults – Physical against transit employees. In May, there was one reported Assault – Physical against transit employee. In June, there were two reported Assaults – Physical against transit employees.

The attached Security Department Quarterly Report provides the details and statistics of the performance metrics for the quarter.

ATTACHMENT: 6A – FY2025-Q4 Security Department Quarterly Report

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Chris Carrillo, Director of Security**
E-mail: cgcarrillo@nctd.org Phone: 760-966-6793

ATTACHMENT 6A

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Quarterly Security Report

For the Period
April 1, 2025 – June 30, 2025
(Q4 of FY2025)

Executive Summary

North County Transit - San Diego Railroad (NCTD) Security Department Report – Q4 FY2025

NCTD remains committed to providing a safe and secure environment for all employees, contractors, passengers, and members of the public. To achieve this, NCTD employs a multi-layered security strategy that combines contracted law enforcement and security services with in-house monitoring and code compliance operations.

During the fourth quarter of Fiscal Year 2025, NCTD's security efforts included:

- **Transit Enforcement Services Unit (TESU):** Staffed by the San Diego County Sheriff's Department, TESU provided system-wide patrols, responded to reported crimes, and investigated rail-related incidents. The unit includes one Sergeant, two Corporals, and seven Deputies.

- **Contracted Security (Inter-Con):** Focused on high-traffic areas such as Oceanside and Escondido Transit Centers, which remain hotspots for loitering and vagrancy. Inter-Con responded to 67% of such incidents, with these two locations accounting for 70% of all reported cases.

- **Homeless Encampments:** Encampments remain most prevalent along the San Diego Subdivision. NCTD's goal is to remove encampments within 72 hours of issuing a notice to vacate. TESU Deputies and Code Compliance Inspectors continue to work together to identify, notify, and remove these encampments.

- **Major Felony Crimes:** Crimes reported on NCTD property during Q4 included assault, battery, robbery, vandalism, and theft. All felony incidents were referred to local law enforcement for investigation. Comparative data with FY2024 was used to monitor trends and guide resource deployment.

- **Assaults and Battery Incidents:** A total of 44 assault/battery incidents were reported in Q4—38 involving passengers and 6 involving transit employees. All incidents were documented and referred for follow-up investigation where appropriate.

NCTD continues to apply data-driven analysis and proactive enforcement strategies to enhance security system-wide. These efforts are part of a continuous improvement approach that emphasizes responsiveness, collaboration, and safety for all transit system users.

SECURITY DEPARTMENT REPORT

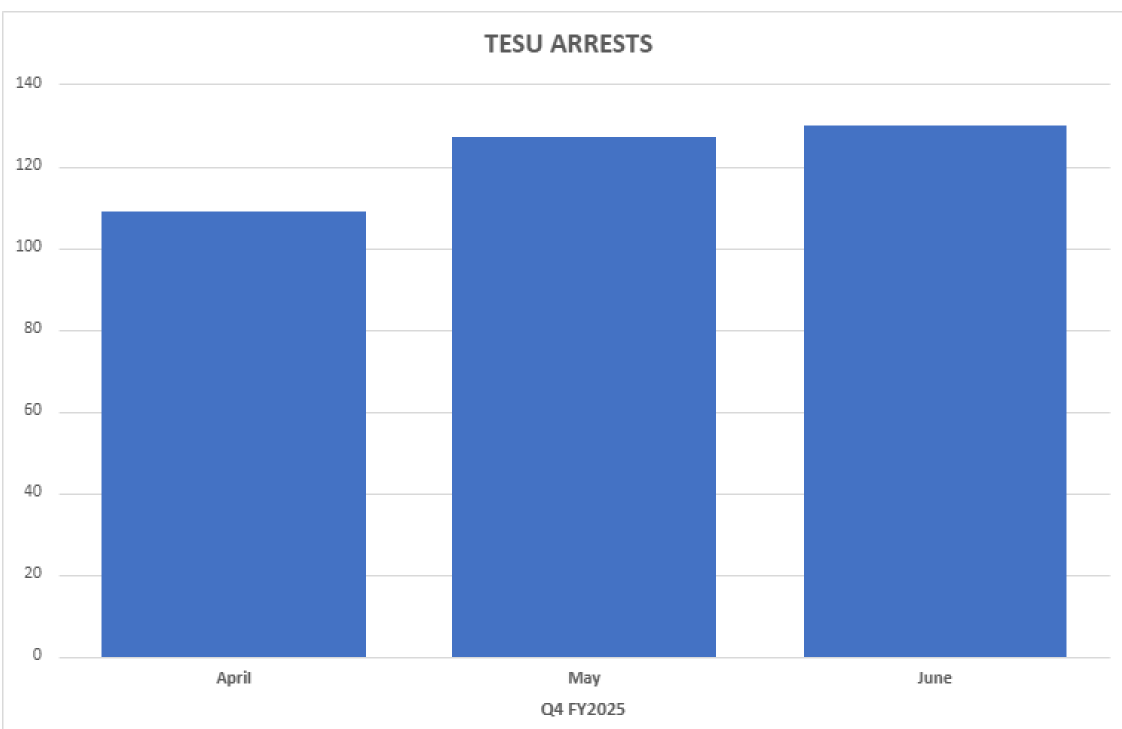
The North County Transit – San Diego Railroad (NCTD) places a high priority on providing a safe and secure environment for employees, contractors, passengers, and members of the public. To support this effort, NCTD contracts with the San Diego Sheriff's Department for law enforcement services and with Inter-Con Security for on-call security officers. NCTD Security also collaborates with local law enforcement agencies within the various jurisdictions it serves. Additionally, NCTD directly employs Control Center Technicians who provide 24-hour CCTV monitoring, as well as field-based Code Compliance Inspectors who support ordinance enforcement.

NCTD Security incorporates several data-driven processes to analyze a wide range of safety and security-related issues. Using this data, the NCTD Security Department formulates solutions to existing problems, anticipates future challenges, and develops programs and initiatives aimed at continuous improvement. The following sections provide an overview of the data NCTD utilizes to support system-wide security.

Transit Enforcement Services Unit (TESU):

The Transit Enforcement Services Unit (TESU) is staffed through a contract with the San Diego County Sheriff's Department. This dedicated team of deputies provides proactive patrols, responds to reported crimes throughout the transit system, and conduct investigations of incidents that occur within the entire network. The unit is composed of one Sergeant, two Corporals, and seven Deputies.

The chart below summarizes TESU's arrests, for the fourth quarter of Q4–FY2025.

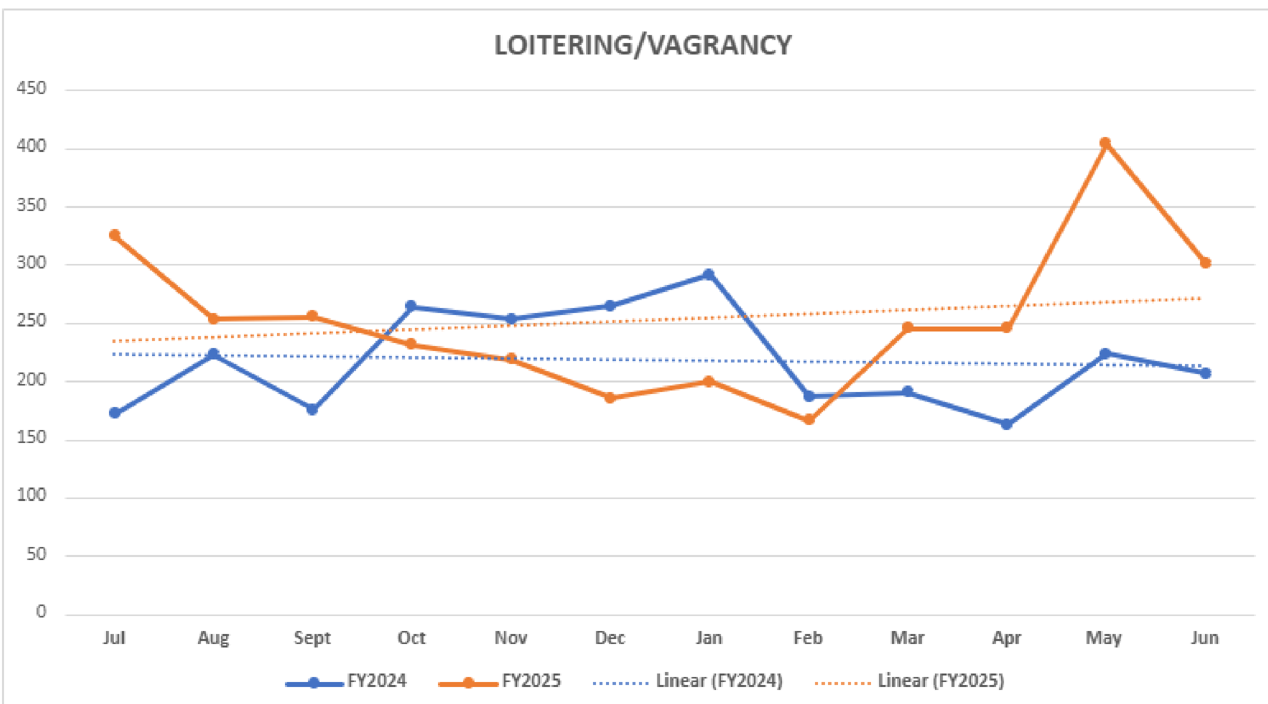


Loitering / Vagrancy

The following chart represent reported loitering and vagrancy incidents during Q4–FY2025. The first chart displays the number of incidents for the quarter, alongside data from FY2024 for comparison.

NCTD's direct and contracted security personnel continue to focus their efforts on reducing overall incidents, with particular attention to high-activity areas such as the Oceanside Transit Center (OTC) and the Escondido Transit Center (ETC), both of which are staffed 24/7 by Inter-Con Security.

During Q4–FY2025, Inter-Con Security handled 67% of all loitering and vagrancy contacts, the majority of which occurred at OTC and ETC which made up 70% of the total reported loitering and vagrancy calls.

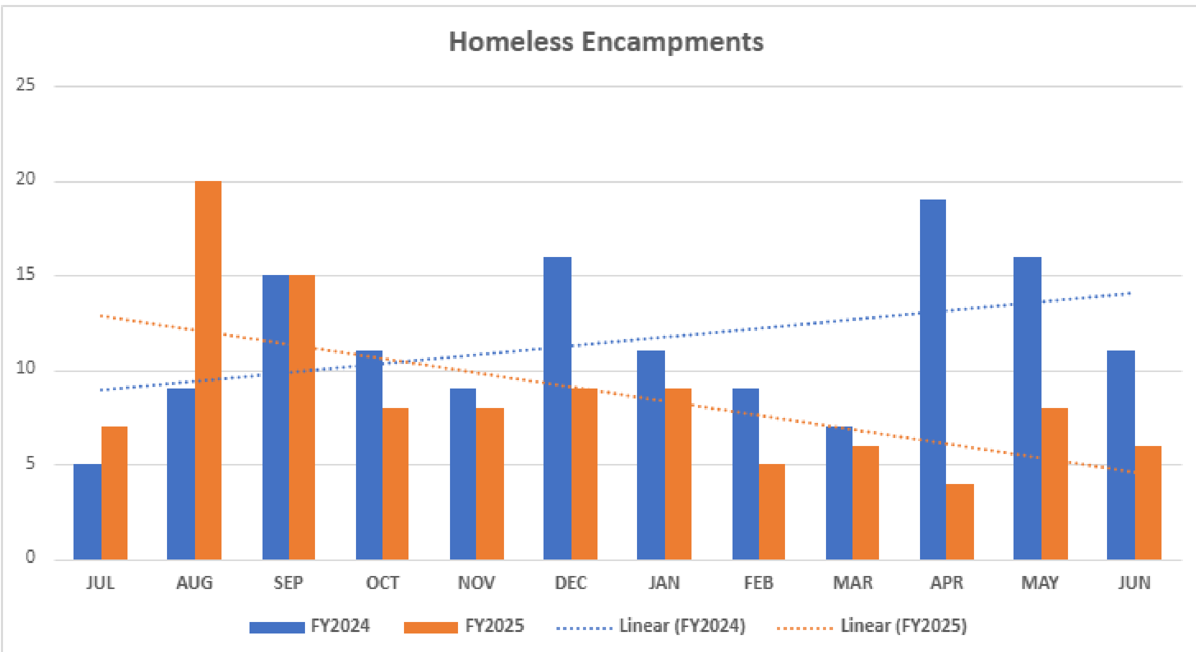


Homeless Encampments

The following chart show reported homeless encampments across the NCTD system during Q4–FY2025. The first chart presents the total number of encampments identified during the quarter, along with comparative data from FY2024.

NCTD Security aims to have encampments removed within 72 hours after a notice to vacate has been issued to the occupants. NCTD Code Compliance Inspectors and TESU Deputies work collaboratively to identify encampments, issue notices, and coordinate their removal.

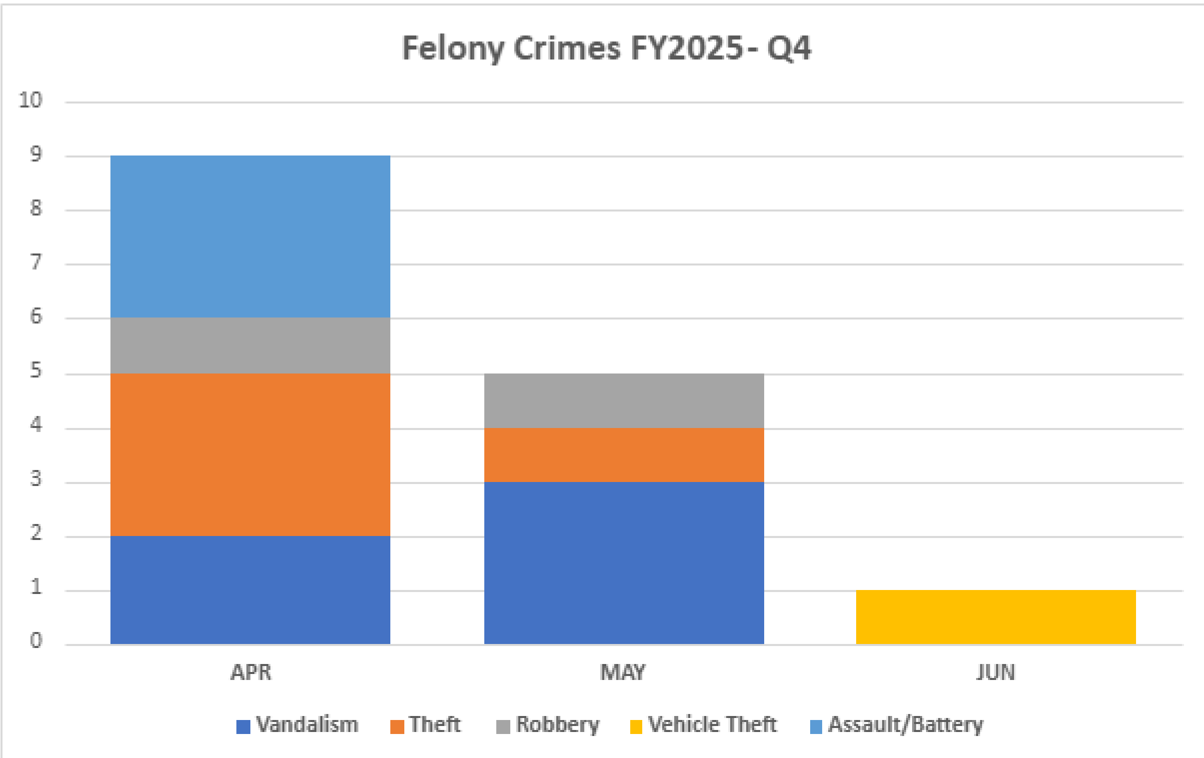
TESU Deputies also conduct ongoing directed patrols along the San Diego Subdivision, which continues to experience the highest concentration of encampments.

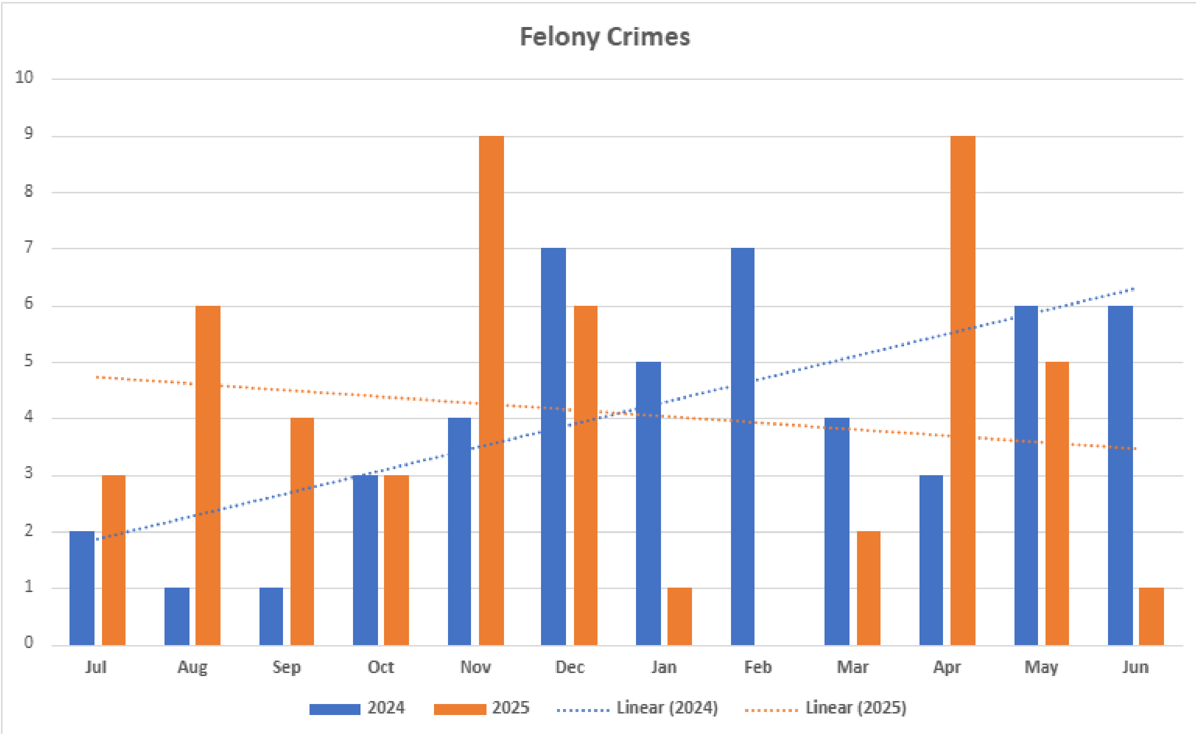


Crimes

The following charts represent major felony crimes reported to NCTD and its contracted law enforcement agencies that occurred on NCTD property during Q4–FY2025. Reported crimes include assault, battery, robbery, burglary, arson, theft, vandalism, and vehicle theft. All felony crimes are referred to local law enforcement agencies for investigation.

The first chart displays the total number of felony crimes reported during Q3–FY2025. The second chart compares the year-to-date total of felony crimes in FY2025 with the same period in FY2024.



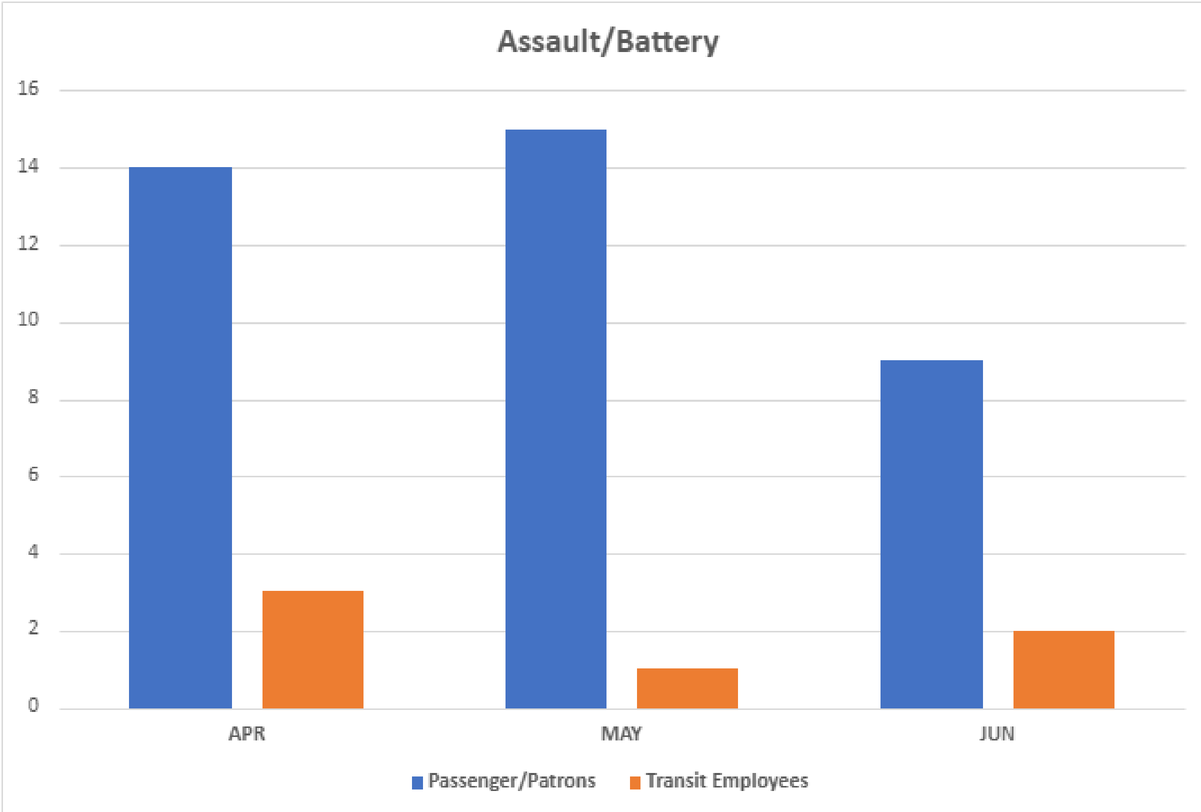


ASSAULTS/BATTERY

The following chart represents incidents of assault and battery that occurred on NCTD property or transit modes during Q4 of FY2025. The data is categorized by victims: employees/contractors and passengers/patrons. All assault and battery incidents are reported to security and referred either to local law enforcement or to TESU for further investigation when the victim chooses to pursue charges.

The second chart shows the total number of Transit Employee Assaults/Battery and Passenger/Patron Assaults/Battery — both physical and non-physical — for Q4 FY2025.

In April, there were 14 reported assaults involving passengers and three involving transit employees. In May, 15 passenger assaults and one employee assault were reported. In June, there were nine passenger assaults and two employee assaults.


Assault/Battery
16
14
12
10
8
6
4
2
0
APR
MAY
JUN
Passenger/Patrons
Transit Employees

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
7

STAFF REPORT

RECEIVE THE QUARTERLY CUSTOMER EXPERIENCE REPORT FOR THE FOURTH QUARTER OF FY2025

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION: Receive the quarterly Customer Experience Report for the Fourth Quarter (Q4) of FY2025 (April 1, 2025 through June 30, 2025).

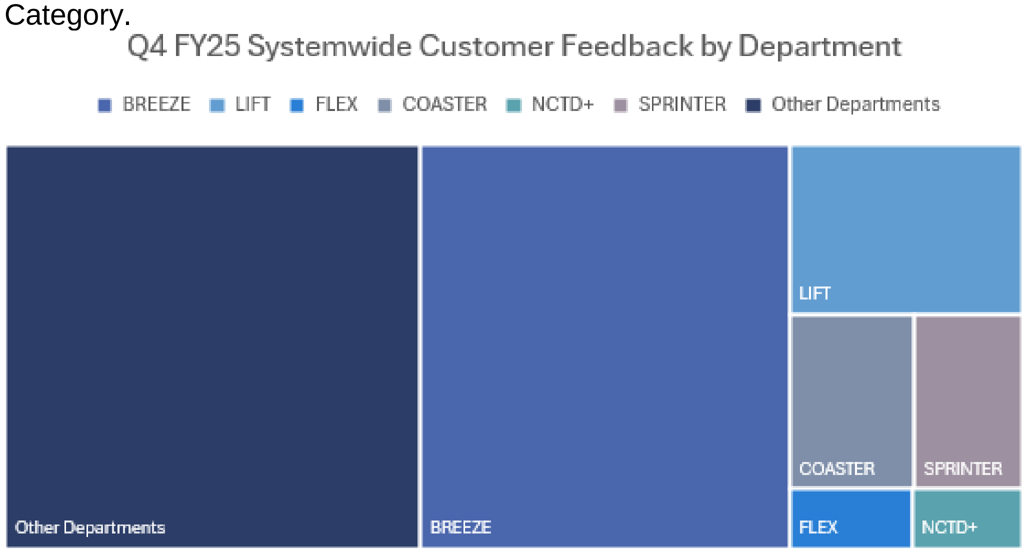
BACKGROUND INFORMATION: Providing a positive customer experience is a key component of the North County Transit – San Diego Railroad (NCTD) mission. Staff provides the NCTD Board of Directors (Board) with a report on a quarterly basis to identify trends in customer feedback, and to affirm positive actions.

To help our operational teams identify areas of concern, and develop actions to improve the overall customer experience, the Customer Experience team meets monthly to review customer feedback trends and discuss recommendations.

Q4 FY2025 Results
A total of 19 compliments were received, a reduction of six when compared to Q4 FY24. The reports were made to acknowledge a positive interaction with a Bus Operator, train crew member, customer service agent, or NCTD staff.

Overall, systemwide NCTD received a total of 564 customer feedback reports. An increase of 111 when compared to Q4 FY24; All core categories saw increases with the exception of service issues and claims and accidents. Of the total customer feedback reports, 59%, or 333 were associated with the six modes of transit (BREEZE, LIFT, FLEX, NCTD+, COASTER, and SPRINTER). The remaining feedback is across other departments, including customer service (informational requests), right-of-way (graffiti or debris), facilities (cleanliness issues, graffiti), service planning (service requests) security and to a lesser extent, safety concerns.

The following graphs and charts show Q4 FY25 Systemwide Customer feedback by Department and the rolling quarterly breakout of Customer feedback by Core Category.



Feedback by Core Cateogry

Type	Q4 FY24	Q1 FY25	Q2 FY25	Q3 FY25	Q4 FY25
Claims and Accidents	12	6	8	13	12
Equipment	39	39	55	39	45
Facilities	44	57	56	49	59
Operator	102	97	116	99	107
Paratransit	24	27	21	27	64
Planning	11	19	48	26	51
Policy	22	22	18	28	31
Safety	6	12	9	22	9
Security	27	33	60	42	33
Service	166	200	195	167	153
Total	**453**	**512**	**586**	**512**	**564**

Mystery Rider Scores – Overall Score by Mode

During the fourth quarter, NCTD's contracted Mystery Rider vendor performed a total of 168 rides on BREEZE, COASTER, and SPRINTER. Of the 168 rides, BREEZE received 118 evaluations, SPRINTER 30, and COASTER 20.

Overall	BREEZE	COASTER	SPRINTER	GOAL
FY2025-Q4	88.75%	87.70%	84.30%	95%

ATTACHEMENT: 7A - FY2025-Q4 Customer Experience Report

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Alicia Peat-Watson, Director of Customer Experience**
E-mail: apeatwatson@nctd.org Phone: 760-967-2813

ATTACHMENT 7A

NORTH COUNTY TRANSIT

SAN DIEGO RAILROAD

Quarterly Customer Experience Report

For the Period
April 1, 2025 – June 30, 2025

Table of Contents

Introduction

The Customer Experience department supports the NCTD mission and vision by identifying trends, highlighting opportunities for improvement, and collaborating on actionable solutions to ensure the customer has a positive experience when using our services and or facilities.

NCTD receives feedback from customers via phone, email, website, and in-person. All feedback is entered into NCTD's customer relationship management software (CRM) and forwarded to the appropriate department personnel for review, investigation, and potential action. Most customer feedback reports are issues related to modal service, security, or facilities related. Tools like operator interviews, video, GPS data, and other technology are used to complete all investigations where applicable. NCTD's Customer Experience department has a goal of responding back to customer within five business days of receipt.

In addition to customer feedback, NCTD's Customer Experience department also utilizes a third-party vendor to conduct 'mystery rides' on BREEZE, FLEX, COASTER, and SPRINTER. These mystery rides provide an additional independent assessment of the customer experience. The data collected from mystery riders is then examined against customer feedback complaint results and other data points to paint an overall picture of the customer experience on the modal services or at our facilities.

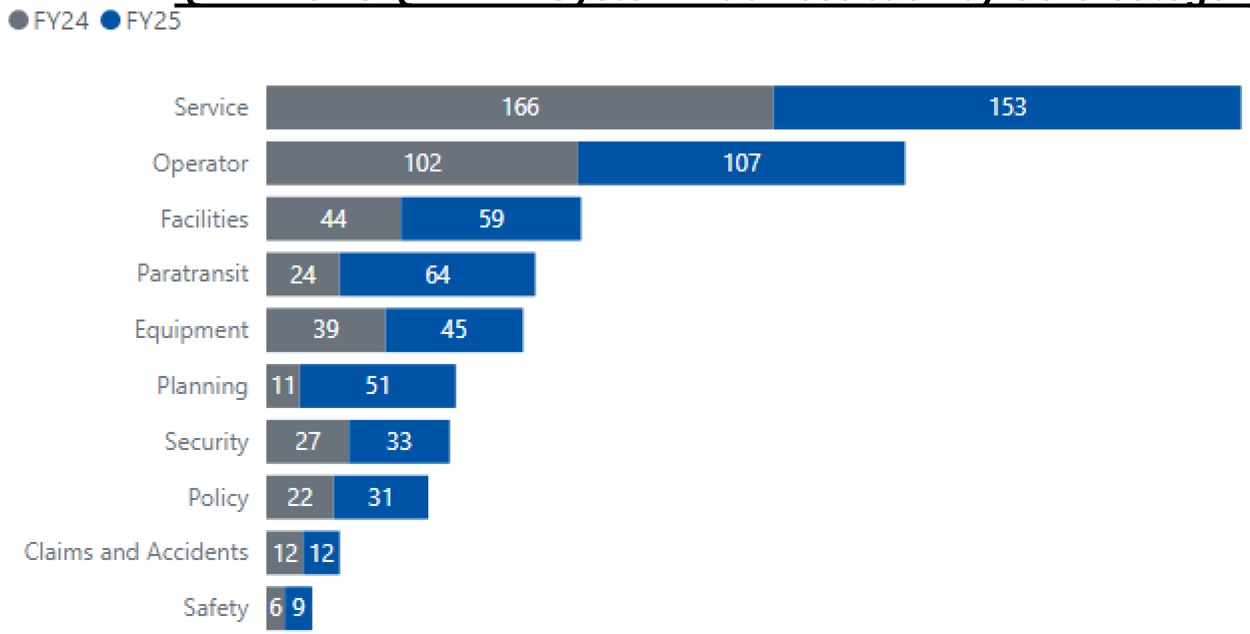
Core Categories

To provide insight into customer feedback trends, feedback is assigned to a core category via a sub-code. Each of the 10 core categories are defined below.

Core Category	Definition
Claims and Accidents	Feedback related to any claims or accidents in various departments.
Equipment	Feedback involving faulty equipment, damaged or dirty vehicles, automated announcements, door malfunctions, HVAC, ADA ramp deployment, signal issues and IT
Facilities	graffiti removal , station cleanliness, electrical, landscaping, plumbing issues.
Operator	Feedback involving refusal of service, rude, dangerous driving, off-route, closed door on passenger, left before passenger seated.
Paratransit	Issues with EZ-wallet, Information requests, mobility device, MTS Access transfer point, Reservationist/Dispatch, Service Area, Time Onboard Vehicle Violation.
Planning	Bus Stop Amenities request, Bus Stop request, Marketing request, Service Request, Wayfinding signage.
Policy	Feedback related to E-bikes, Horns-trains, Policy disputes, PRONTO/Fare Issue.
Safety	Feedback safety issues.
Security	Customer altercations involving verbal or physical altercations with each other or staff members, trespassers, security issues such as break ins, dangerous items & weapons,
Service	Feedback involving transit services including late, or early service, pass-by, missed stop requests, no-shows, cancelations.

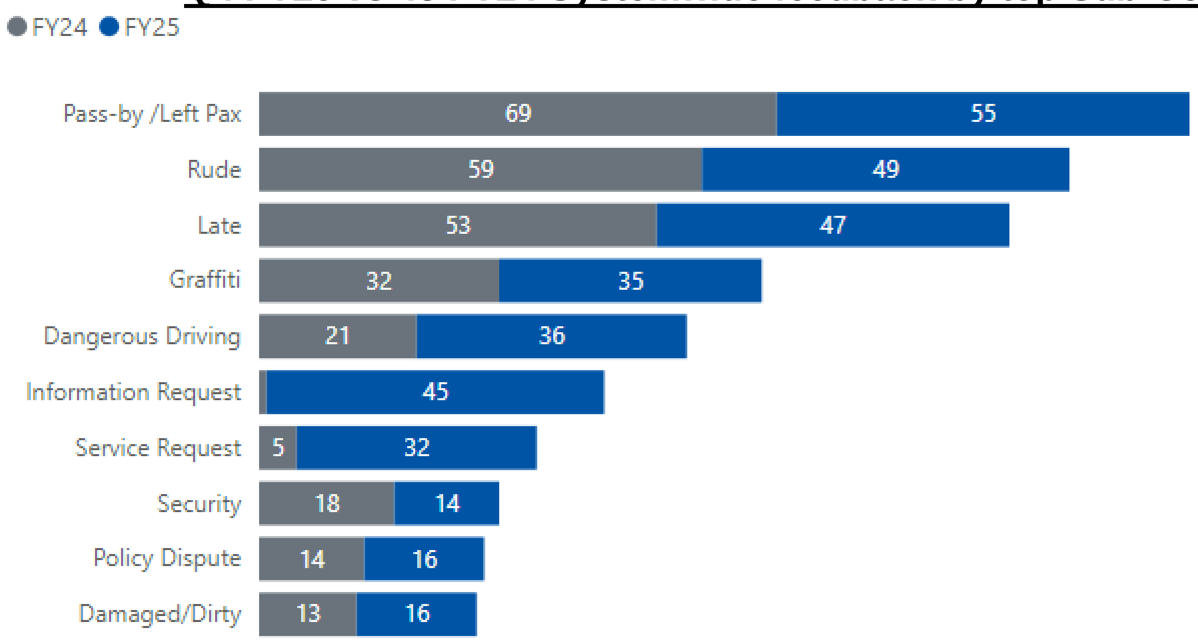
Note: Our reporting methodology is department-based instead of mode based, so as not to unfairly represent a mode for complaints not directly related to the mode.

Q4 FY25 vs Q4 FY24 Systemwide Feedback by Core Category

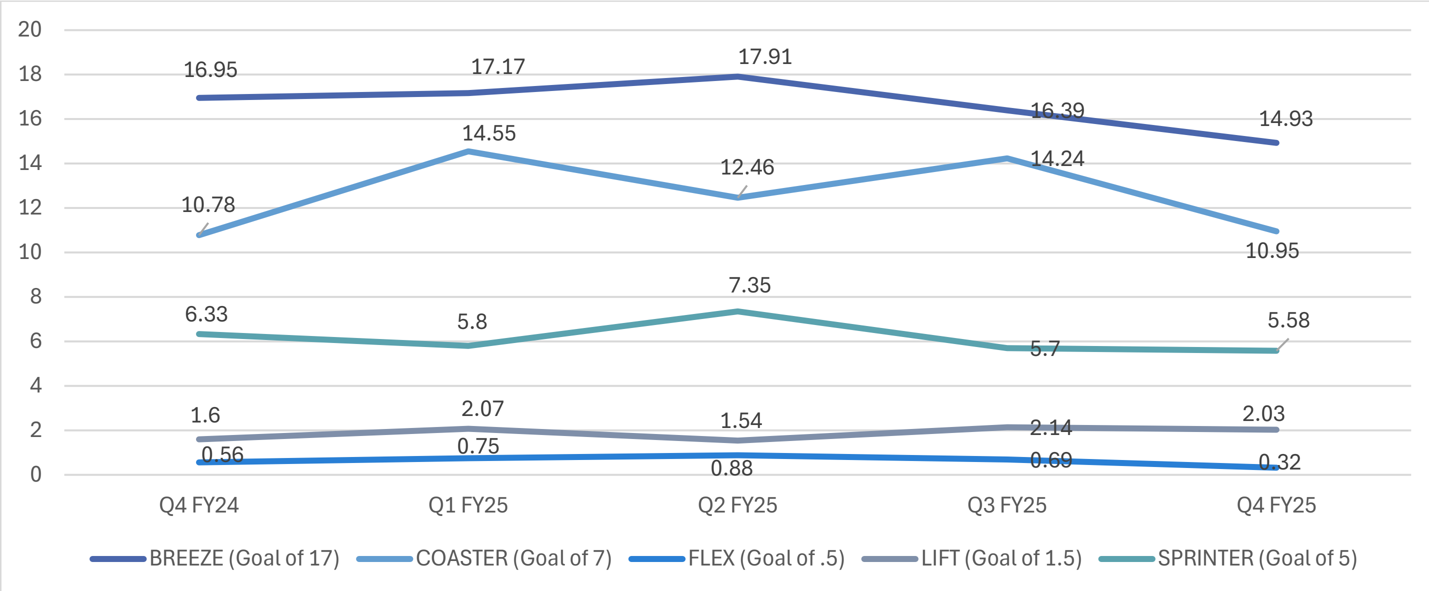


Overall systemwide feedback for Q4 FY25 is higher than when compared to Q4 FY24. All core categories experienced increases, except for service issues and claims and accident concerns, which experienced a decrease or remained the same this quarter.

Q4 FY25 vs 43 FY24 Systemwide feedback by top Sub-Codes



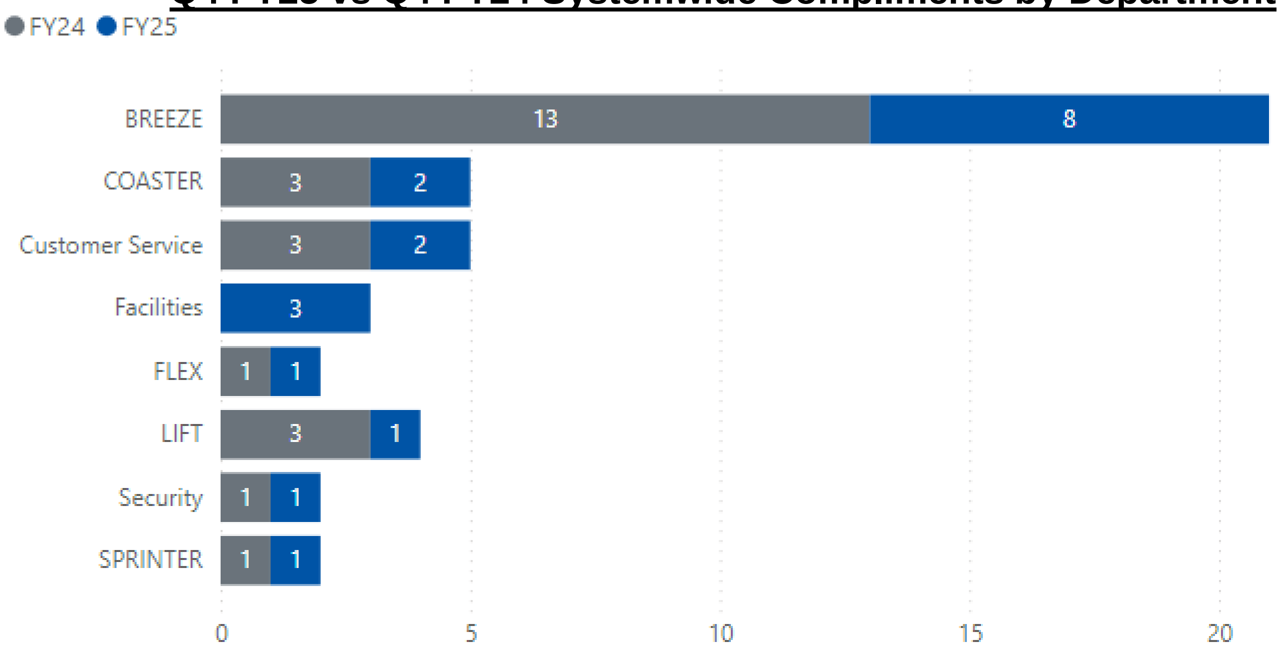
FY25 Systemwide feedback by Weighted Ridership



Adjusted ridership count is based on mode. The ridership count is normalized based on the following breakout. BREEZE/COASTER/SPRINTER are by 100k passengers and FLIFT/FLEX are adjusted by 1K passengers.

In Q4 FY25 systemwide feedback weighted by ridership is trending lower for all modes. With BREEZE, FLEX exceeding their goal while LIFT and SPRINTER slightly above its goal and COASTER is 3.95 above its goal.

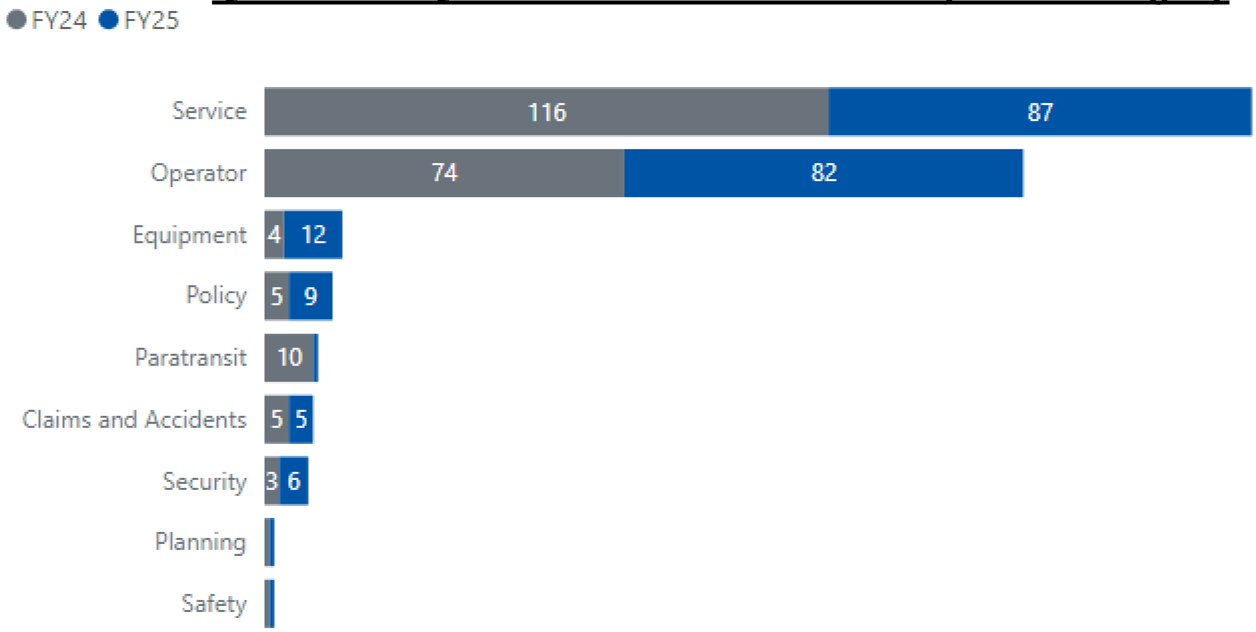
Q4 FY25 vs Q4 FY24 Systemwide Compliments by Department



April 1, 2025 – June 30, 2025

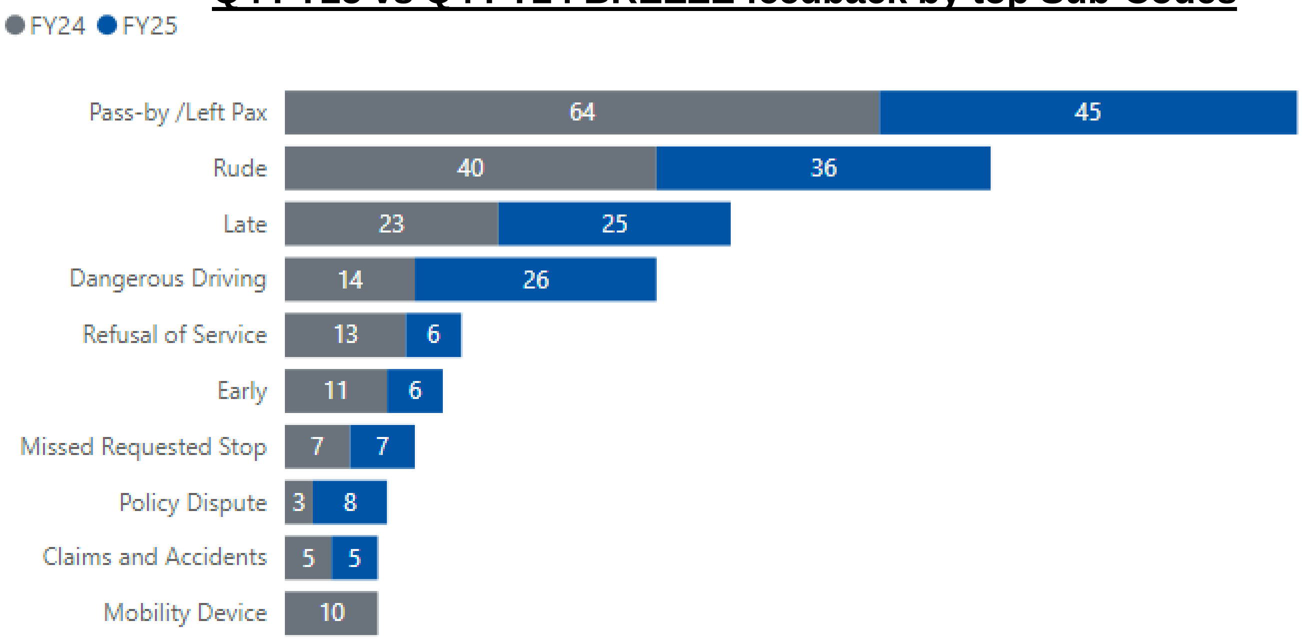
Systemwide compliments for Q4 FY25 were lower than Q4 FY24. Overall NCTD received 19 compliments vs 25 in Q4 FY24. With the exception of Facilities, each department saw a decrease in positive recognition.

Q4 FY25 vs Q4 FY24 BREEZE feedback by Core Category



Feedback for BREEZE is lower this quarter than when compared to Q4 last year. This is due to fewer concerns involving Service issues.

Q4 FY25 vs Q4 FY24 BREEZE feedback by top Sub-Codes



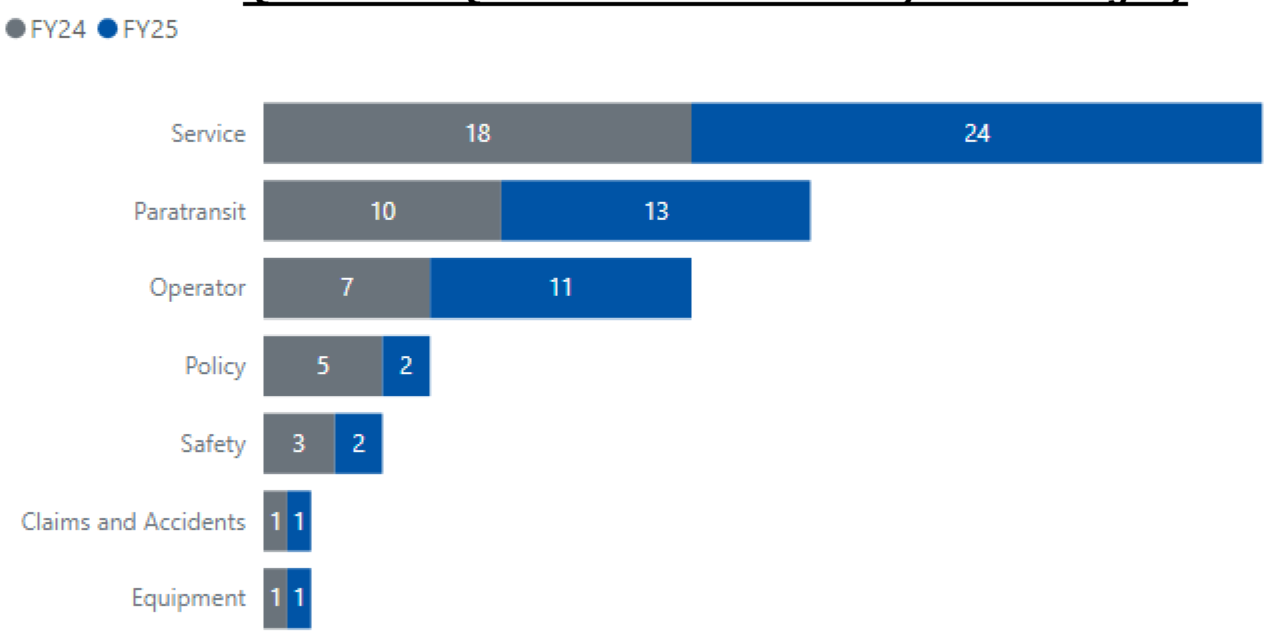
April 1, 2025 – June 30, 2025

In Q4 FY25, BREEZE operations received fewer concerns when compared to Q4 FY24; With decreases in service issues such as pass-by's, early service and refusal of service. Conversely, there were increases in dangerous driving, service late, policy disputes and issues with mobility devices.

BREEZE feedback by Weighted Ridership

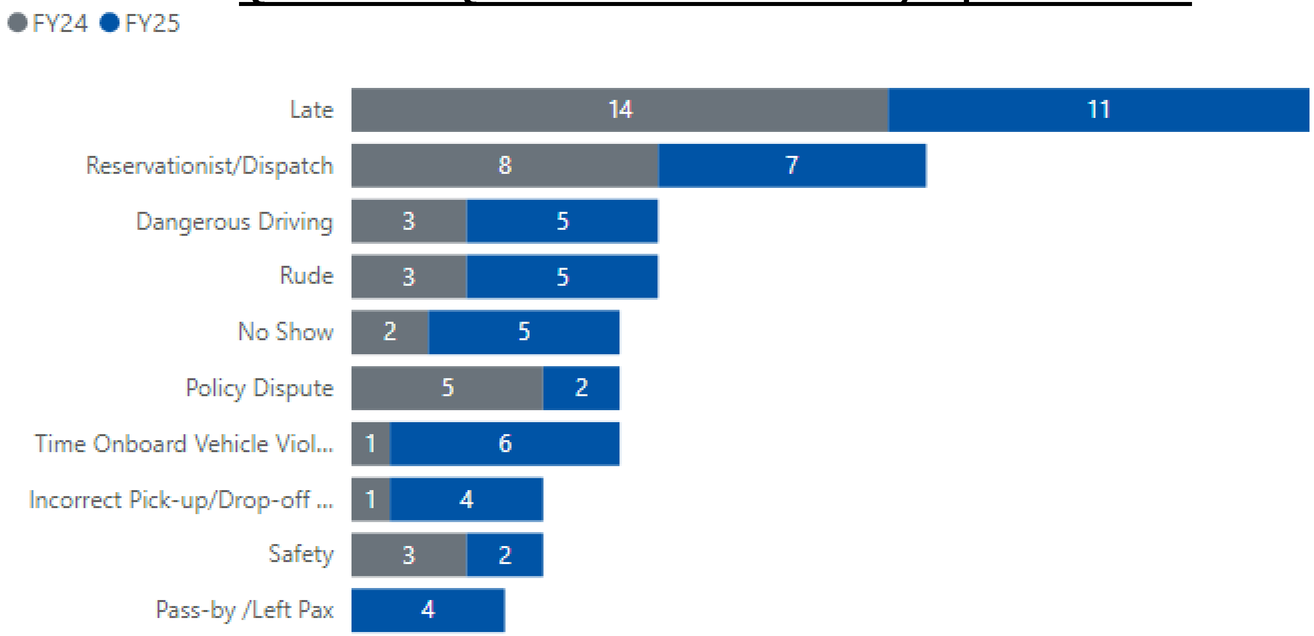
The FY25 goal for BREEZE is a maximum of 17 feedback reports per every 100,000 passengers. Q4 FY25 is trending above our target goal.

Q4 FY25 vs Q4 FY24 LIFT feedback by Core Category



Feedback for LIFT is higher this quarter than when compared to Q4 last year. This is due to an increase in concerns involving Service, Paratransit related feedback and Operator issues.

Q4 FY25 vs Q4 FY24 LIFT feedback by top Sub-Codes

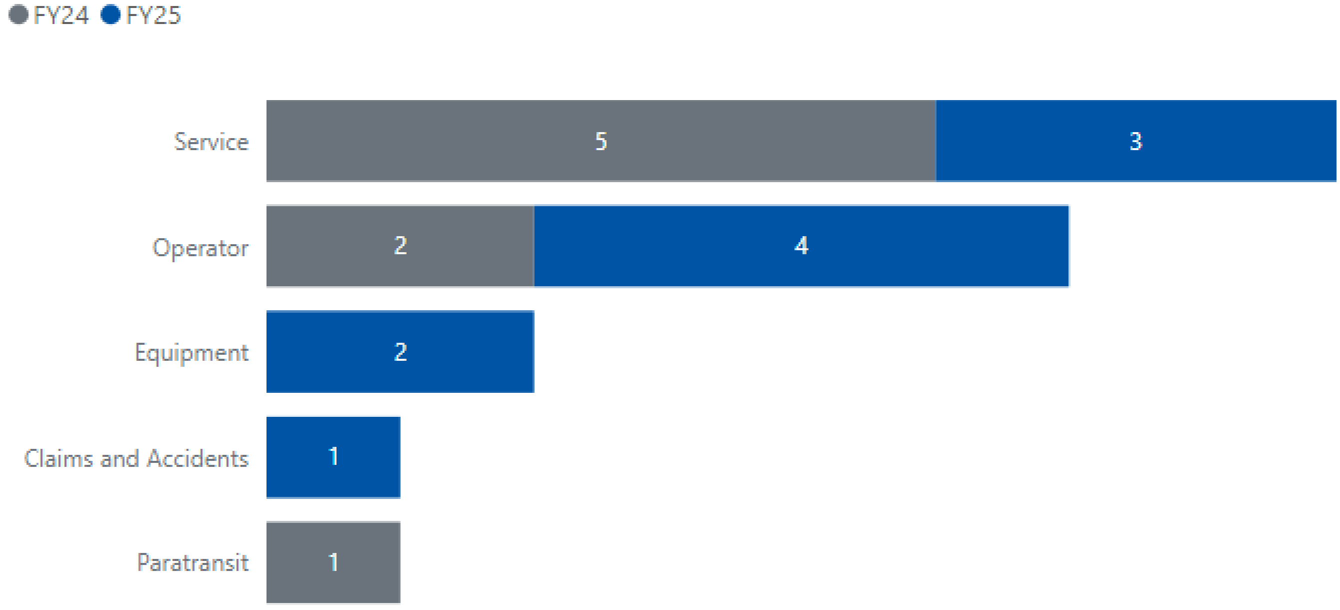


In Q4 FY25, the increase in LIFT feedback was specific to dangerous driving concerns, rude operator, no shows, time on-board vehicle violations, incorrect pick-up/drop off locations, and pass-by/left passenger. Conversely, there were decreases in service late, reservations/ dispatch concerns, policy disputes and safety concerns.

LIFT feedback by Weighted Ridership

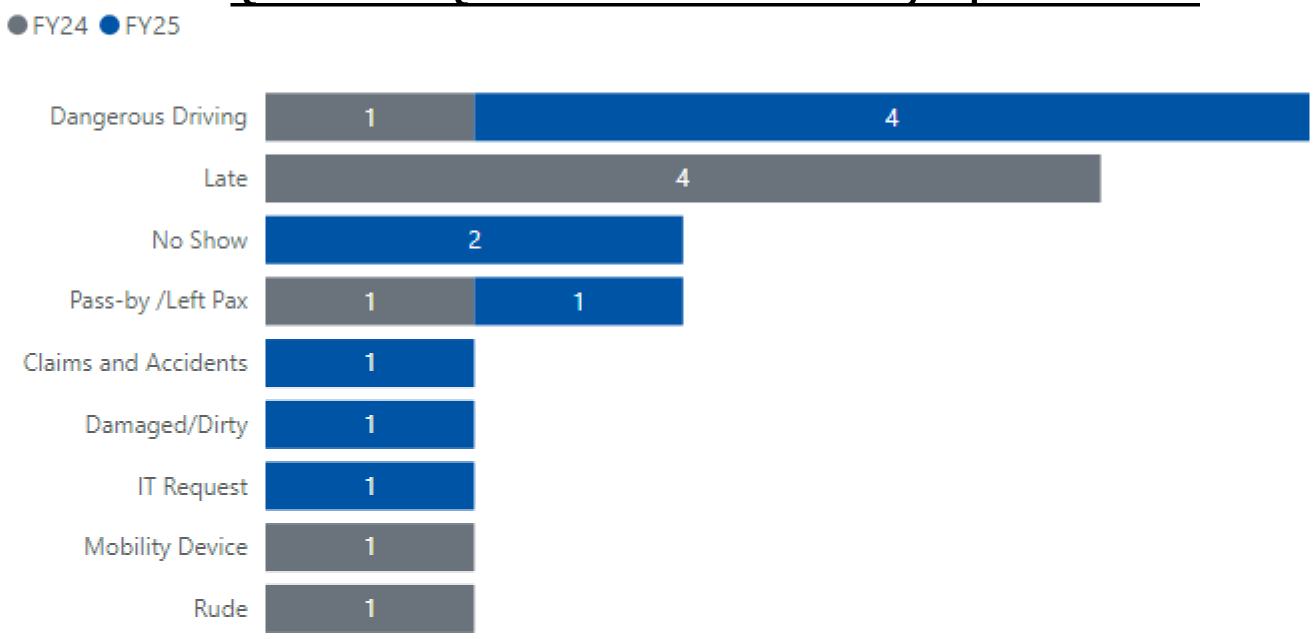
The FY25 goal for LIFT is a maximum of 1.5 feedback reports per every 1,000 passengers. Q4 FY25 results are trending above our target goal.

Q4 FY25 vs Q4 FY24 FLEX feedback by Core Category



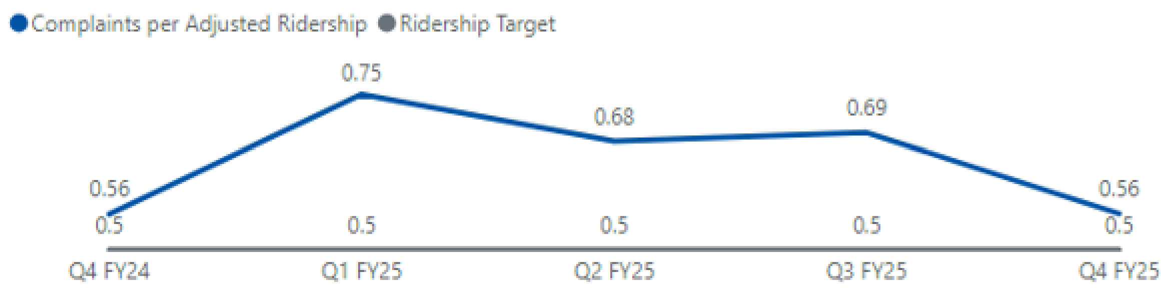
Feedback for FLEX is higher this quarter than when compared to Q4 last year. This is due to an increase in concerns involving Operator related feedback and Equipment, and Claims and Accidents.

Q4 FY25 vs Q4 FY24 FLEX feedback by top Sub-Codes



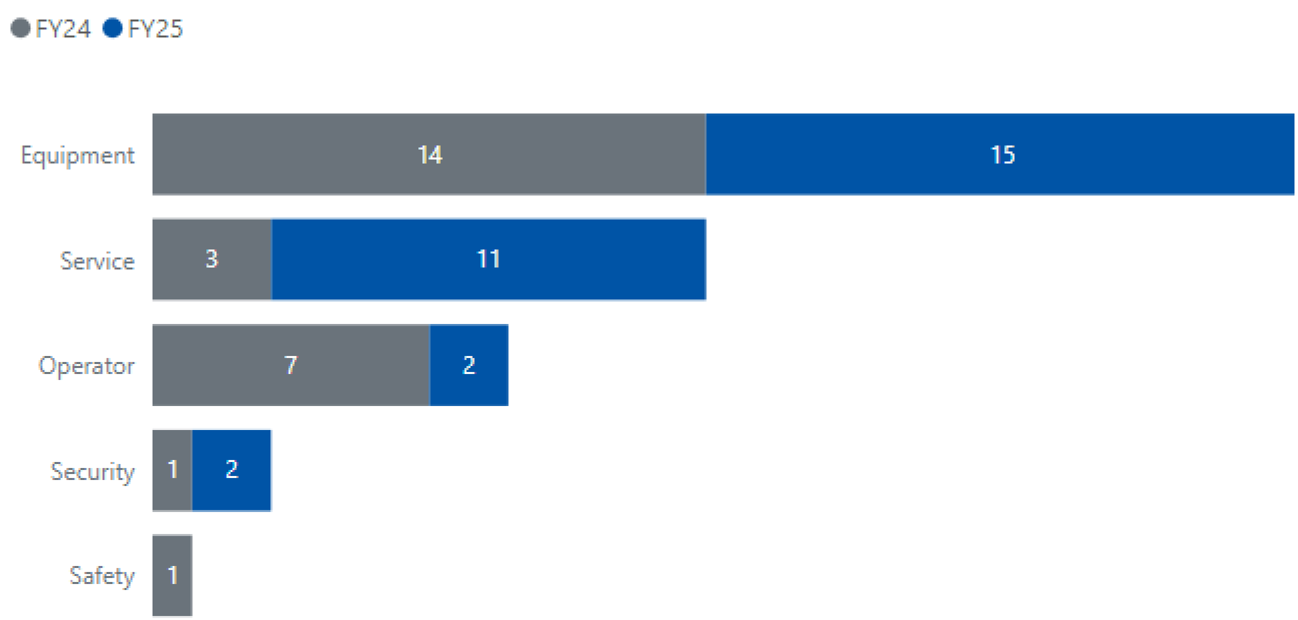
In Q4 FY25, the increase in FLEX feedback was due to dangerous driving concerns, no shows, claims and accidents, damaged and dirty vehicles . It's important to note, FLEX operations expanded service in June of Q4 of FY24 adding the COASTER Connection FLEX routes 471, 472, 473, 478 and 479.

FLEX feedback by Weighted Ridership



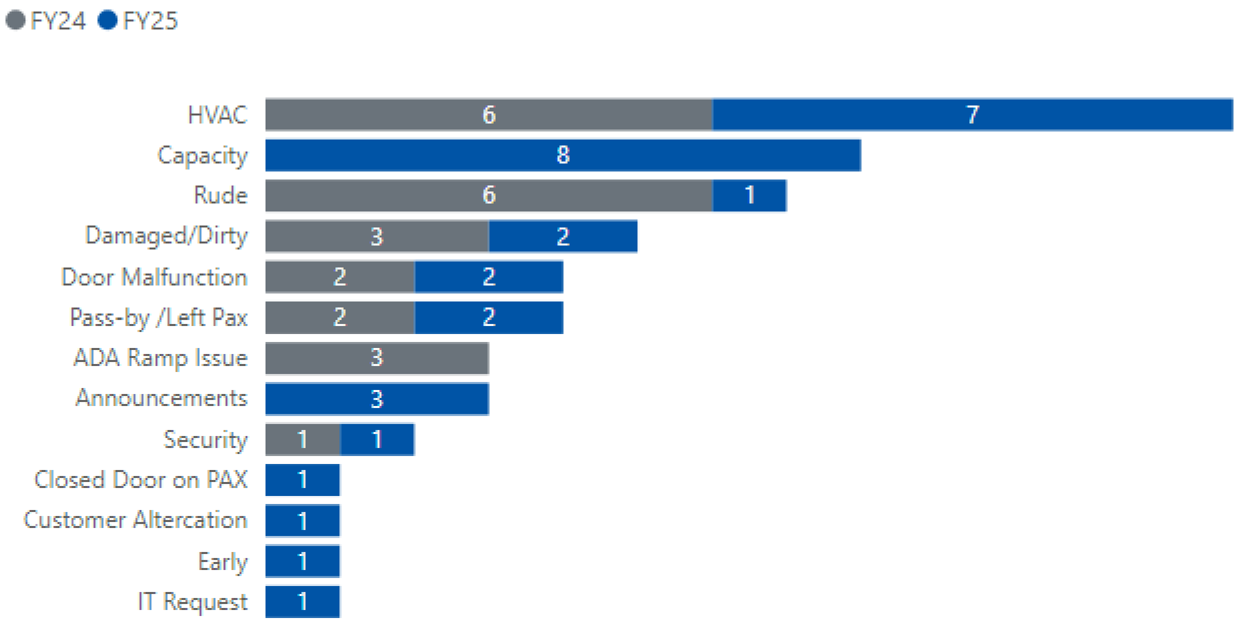
The FY25 goal for FLEX is a maximum of .5 feedback reports per every 1,000 rides. Q4 FY25 results are trending slightly above our target goal.

Q4 FY25 vs Q4 FY24 COASTER feedback by Core Category



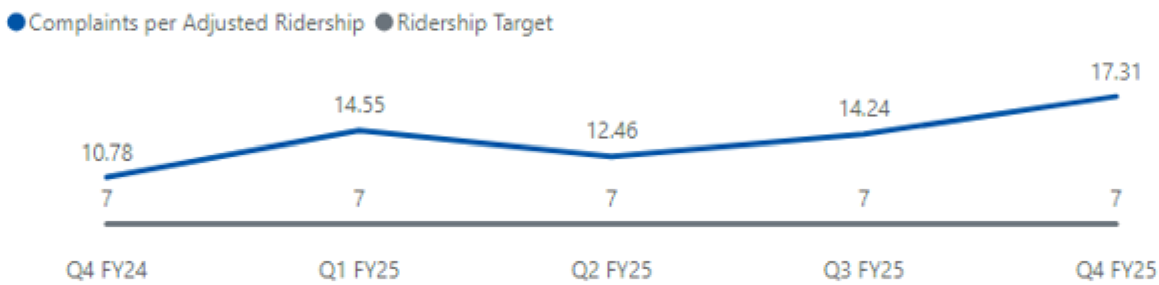
Feedback for COASTER is slightly higher this quarter than when compared to Q4 last year. This is due to an increase in concerns involving equipment, and service issues and to a lesser extend security concerns. Conversely, operator related issues and safety concerns were lower this quarter than when compared to Q4 last year.

Q4 FY25 vs Q4 FY24 COASTER feedback by top Sub-Codes



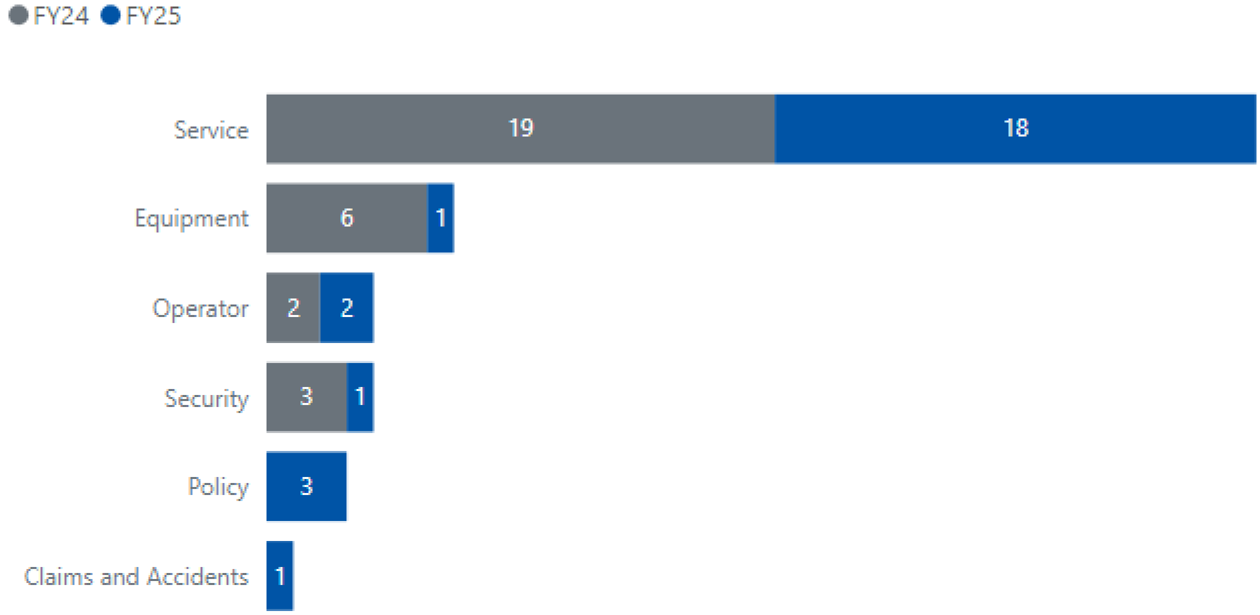
In Q4 FY25, the increase in COASTER feedback was specific to capacity issues, announcement concerns, and HVAC issues, and to a lesser extent closed door on passenger, customer altercation and a service early. Conversely, there were decreases in operator rude, damaged and dirty vehicle concerns, and ADA ramp issues.

COASTER feedback by Weighted Ridership



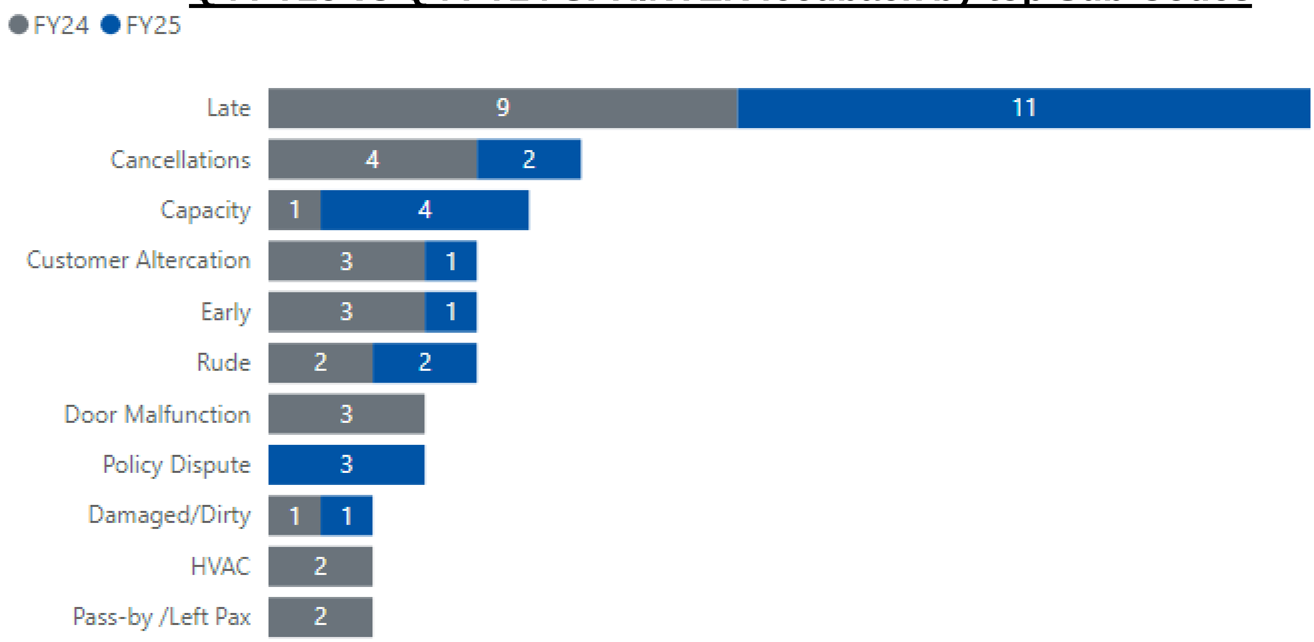
The FY25 goal for COASTER is a maximum of 7 feedback reports per every 100,000 rides. Q4 FY25 results are trending above our target goal.

Q4 FY25 vs Q4 FY24 SPRINTER feedback by Core Category



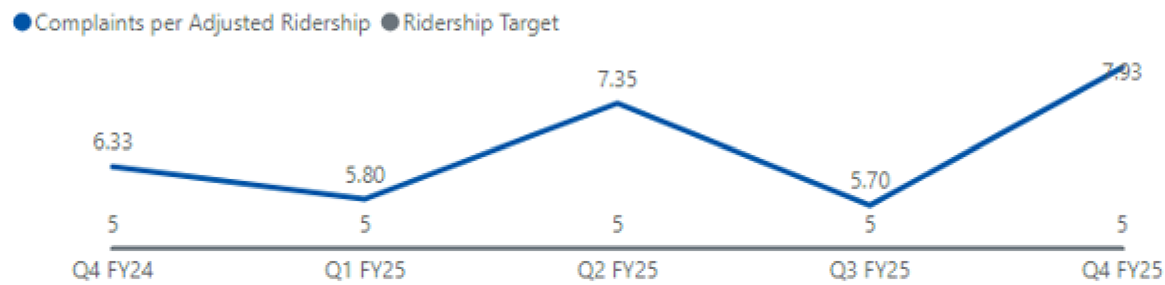
Feedback for SPRINTER is less this quarter than when compared to Q4 last year. This is due to an decrease in Service issues, Equipment and Security concerns.

Q4 FY25 vs Q4 FY24 SPRINTER feedback by top Sub-Codes



In Q4 FY25, SPRINTER feedback saw decreases in service cancelations, customer altercations, early service concerns, door malfunction issues, HAVC issues and less pass-by/ left passenger concerns. Conversely, there were increases in late service concerns, capacity concerns, and policy disputes.

SPRINTER feedback by Weighted Ridership



The FY25 goal for SPRINTER is a maximum of 5 feedback reports per every 100,000 rides. Q4 FY25 results are trending above our target goal.

Mystery Rider

NCTD contracts with A Customer's Point of View (ACPOV) to provide 'mystery rider' services. ACPOV hires individuals to take a certain number of trips on BREEZE, COASTER, and SPRINTER on a quarterly basis to record their experiences on board and at transit stations. NCTD Customer Experience staff provides itineraries for routes on each mode as well as an extensive questionnaire to be filled out for each trip.

This method allows for an independent, objective perspective on NCTD's service delivery. While the standard protocols and procedures are observed and reported on, ACPOV mystery riders are also asked to provide a brief narrative of each trip, in their own words, to describe their experiences. Having a non-transit professional provide these insights, combined with the general public's feedback, gives NCTD and its contractor additional perspective of trends and or perceptions of service that would otherwise go unnoticed. Further, the scores represented, in conjunction with customer feedback data, offer better insight to where we apply resources that will best support NCTD's goals.

Given the unique nature of each mode, the questionnaires and guidelines for mystery riders are slightly different.

Q4 FY25 Systemwide Results

In the fourth quarter 168 trips on BREEZE, COASTER, and SPRINTER were evaluated. Of the 168 rides, BREEZE received 118 evaluations, SPRINTER 30 evaluations, and COASTER 20 evaluations.

Overall	BREEZE	COASTER	SPRINTER	GOAL
FY2025-Q4	88.75%	87.70%	84.3%	95%

Q4 FY25 BREEZE Results

Summary Evaluation Criteria:

- Operator Conduct: Overall behavior of the Operator; uniform condition; timepoint and bus stop callouts; potential operator safety violations
- Ride Information: On-Time performance; weather conditions; ordinance violations
- ADA: ADA ramp usage; mobility device tie-down procedures
- Equipment/Vehicle: Exterior cleanliness; interior cleanliness; customer information on board

BREEZE	Operator Conduct	Ride Information	ADA	Equipment / Vehicle	Overall
Score out of 100%	81.42%	94.07%	97.64%	95%	**88.75%**

Q4 FY25 COASTER Results

Summary Evaluation Criteria:

- Rail Station: station cleanliness; safety hazards; customer information
- Ride Information: On-time performance
- Announcements: ADA announcements for arrivals and departures
- Rail Ride: Conductor interaction (including fare enforcement); vehicle cleanliness; customer information on board

COASTER	Announcements	Ride Information	Rail Ride	Rail Station	Overall
Score out of 100%	83.25%	90.00%	84.90%	100%	**87.70%**

Q4 FY25 SPRINTER Results

Summary Evaluation Criteria:

- Rail Station: station cleanliness; safety hazards; customer information
- Ride Information: On-time performance
- Announcements: ADA announcements for arrivals and departures
- Rail Ride: Conductor interaction (including fare enforcement); vehicle cleanliness; customer information on board

SPRINTER	Announcements	Ride Information	Rail Ride	Rail Station	Overall
Score out of 100%	75.83%	96.67%	86.40%	88%	**84.30%**

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
8

STAFF REPORT

RECEIVE THE QUARTERLY REPORT OF CONTRACT ACTIONS ISSUED UNDER THE CHIEF EXECUTIVE OFFICER'S AUTHORITY FOR THE FOURTH QUARTER OF FY2025 (FY2025-Q4)

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION: Receive the quarterly report of contracts and/or contract modifications for the fourth quarter of FY2025 (April 1, 2025, to June 30, 2025) issued pursuant to the delegation of authority provided by the Board of Directors to the Chief Executive Officer in Board Policy No. 19 – *Delegation of Authority of the Chief Executive Officer.*

BACKGROUND INFORMATION: Pursuant to North County Transit – San Diego Railroad's (NCTD) Board of Directors (Board) Policy No. 19 – *Delegation of Authority to the Chief Executive Officer*, the Chief Executive Officer or their designee may:

- Amend a contract of any value within the Board-adopted budget if the amendment does not exceed $250,000, singular or cumulative value, and if the amendment does not involve a major change in scope, unless the amendment costs are reimbursable by a third party and an agreement for reimbursement is in place, in which event, the amendment may be of any value.
- Award a contract if the initial contract value does not exceed $500,000 and is within the Board-adopted budget.

The Chief Executive Officer must:

- Report contract actions and amendments made in accordance with this authority to the Board of Directors on a quarterly basis.

The Chief Executive Officer has delegated authority for the execution of contracts to the Chief Operating Officer – General Services, following review and approval by the Deputy Chief Executive Officer/Chief General Counsel. The list of contract actions for FY2025-Q4 is included in Attachment 8A.

Staff recommends that the Board of Directors receive the quarterly report of contracts and/or contract modifications for the fourth quarter of FY2025 (April 1, 2025, to June 30, 2025), included in Section 1 of Attachment 10A, issued pursuant to the delegation of authority provided by the Board of Directors to the Chief Executive Officer in Board Policy No. 19.

Additionally, Board Policy No. 34, relating to the receipt and consideration of unsolicited proposals, requires the CEO to report to the Board any unsolicited proposals that progresses to the comprehensive phase. As an unsolicited proposal was received during the reporting period, the particulars of the evaluation of said proposal are included in Section II of Attachment 8A.

ATTACHMENT: 8A – Report of Contract Actions Under Board Policy Nos. 19 and 34 for the Fourth Quarter of FY2025

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Alex Denis, Chief Operating Officer – General Services**
E-mail: adenis@nctd.org Phone: 760-966-6537

Report of Contract Actions Under Board Policy Nos. 19 and 34
FOURTH QUARTER OF FY2025
(April 30, 2025 to June 30, 2025)

Section I – Contract Actions

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37269	X		Amazon Capital Services, Inc.	Training Cones	$ 16.05	N	
37287	X		Amazon Capital Services, Inc.	Not an Entrance Wall/Door Sign	$ 16.91	N	
37275	X		Amazon Capital Services, Inc.	Headphones - GAO	$ 35.70	N	
37199	X		Amazon Capital Services, Inc.	Boardroom Items - GAO	$ 39.70	N	
37244	X		Amazon Capital Services, Inc.	IT Orders	$ 41.58	N	
37220	X		Amazon Capital Services, Inc.	DocSafe 3 Ring Binders - MOF	$ 46.68	N	
37305	X		Hudson Printing	Business Cards - HR	$ 47.42	N	
37132	X		Hudson Printing	Business Cards - Facilities	$ 49.63	N	
37133	X		Hudson Printing	Business Cards - Planning	$ 49.63	N	
37176	X		Hudson Printing	Business Cards - Rail Ops	$ 52.63	N	
37162	X		Amazon Capital Services, Inc.	Height Adjustable Laptop Stand	$ 53.85	N	
37333	X		ODP Business Solutions, LLC	Guillotine Trimmer and Stir Sticks- GAO	$ 55.92	N	
37214	X		Mega Depot	Keys - MOW	$ 57.75	N	
37324	X		Mega Depot	Keys - MOW	$ 57.75	N	
37304	X		ODP Business Solutions, LLC	Six Boxes of 100 Envelopes - GAO	$ 58.71	N	
37358	X		Amazon Capital Services, Inc.	Clear Deposit Bags and Money Bags	$ 59.46	N	
37173	X		Amazon Capital Services, Inc.	TV Mount, Power Cord, HDMI Cable - IT	$ 64.64	N	
37224	X		Amazon Capital Services, Inc.	Solo Hot Cups	$ 64.74	N	
37166	X		Amazon Capital Services, Inc.	Privacy Screens	$ 70.34	N	
37211	X		Amazon Capital Services, Inc.	(12) Badge Reels with Clip and Keyring	$ 77.28	N	
37118	X		Mega Depot	Keys - MOW	$ 79.40	N	
37152	X		Amazon Capital Services, Inc.	Smoking Sign and Outdoor Ashtray-SOF	$ 81.98	N	
37128	X		Amazon Capital Services, Inc.	Transmission Drain Pan & Lubricant	$ 89.27	N	
37123	X		Amazon Capital Services, Inc.	Hanging Folders - BOW	$ 91.26	N	
37243	X		Amazon Capital Services, Inc.	Port Switch-Closed Session Teams Room	$ 92.00	N	
37182	X		Dimensional Silk Screen, Inc.	San Diego County Fair Tripper 2025	$ 92.01	N	
37318	X		ODP Business Solutions, LLC	Envelopes, Pens, Forks, Soap, Cups - OTC	$ 97.53	N	

Report of Contract Actions Under Board Policy Nos. 19 and 34
FOURTH QUARTER OF FY2025
(April 30, 2025 to June 30, 2025)

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37102	X		ODP Business Solutions, LLC	Storage Boxes ID Card Reels - GAO	$ 103.21	N	
37350	X		Hudson Printing	Bus Accident Business Size Cards	$ 105.10	N	
37246	X		ODP Business Solutions, LLC	3 Ring Binders and Tab Dividers - SMMF	$ 106.41	N	
37257	X		ODP Business Solutions, LLC	Binders for New Hires - GAO	$ 109.80	N	
37230	X		Amazon Capital Services, Inc.	10 Earpieces	$ 116.20	N	
37234	X		Amazon Capital Services, Inc.	Wrist Strap and Desk Mat - COF	$ 143.70	N	
37310	X		Freedom Racing	Magnetic Base & Dial Indicator - BOW	$ 147.62	N	
37258	X		Hudson Printing	Brake Test Pocket Guide Patch	$ 148.93	N	
37175	X		Amazon Capital Services, Inc.	Sharpies, Clipboard, Flash Drives - GAO	$ 150.16	N	
37209	X		Amazon Capital Services, Inc.	Joint Sockets and Feeler Gauge - COF	$ 151.10	N	
37204	X		Amazon Capital Services, Inc.	Conair Steamers for NCTD Events - GAO	$ 161.25	N	
37101	X		Amazon Capital Services, Inc.	Coffee Creamer & Honey Packets - SMMF	$ 175.93	N	
37288	X		Matco Tools	Soldering Gun - BOW	$ 182.89	N	
37277	X		Dimensional Silk Screen, Inc.	CAIRP Display Poster	$ 184.03	N	
37313	X		ODP Business Solutions, LLC	Labels & Date Stamps - BOW & BOE	$ 184.11	N	
37165	X		Amazon Capital Services, Inc.	HR Supplies - GAO	$ 190.34	N	
37267	X		Home Depot	4 Parts Bins	$ 194.72	N	
37238	X		Hudson Printing	Route 305 Customer Alert	$ 199.92	N	
37301	X		Uline, Inc.	Welling Soldering Station	$ 201.71	N	
37321	X		Harbor Freight	Hydraulic Equipment Kit	$ 204.73	N	
37105	X		Pacific Metrology	Calibration Services	$ 205.00	N	
37309	X		Traffic Supply, Inc.	W-1830-EG Sign	$ 208.60	N	
37281	X		Amazon Capital Services, Inc.	LED Desk Lamp	$ 216.40	N	
37136	X		Hudson Printing	Business Cards - Rail Ops	$ 224.81	N	
37213	X		Amazon Capital Services, Inc.	NCTD+ - Scissors & Kit - GAO	$ 229.78	N	
37338	X		Dimensional Silk Screen, Inc.	Independence Day Parade Banner	$ 232.74	N	
37134	X		ODP Business Solutions, LLC	Folders, Tabs, Paper Cups, Labels -SMMF	$ 239.25	N	
37146	X		Amazon Capital Services, Inc.	Flare Markers Emergency Case - COF	$ 243.51	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37186	X		Amazon Capital Services, Inc.	Binders & Legal Exhibit Dividers- GAO	$ 246.57	N	
37249	X		Amazon Capital Services, Inc.	Binders Tab & Binder Dividers - GAO	$ 248.30	N	
37126	X		ODP Business Solutions, LLC	Sticky Notes, Tape, Memo Pads - GAO	$ 251.03	N	
37202	X		Amazon Capital Services, Inc.	GBC Thermal Laminating Rolls - OTC	$ 251.25	N	
37354	X		ODP Business Solutions, LLC	Dividers, Binders, Mail Drop Box - GAO	$ 255.45	N	
37232	X		T-Shirt Factory	Logos on 54 Maintenance Safety Vest	$ 276.38	N	
37256	X		ODP Business Solutions, LLC	NCTD Envelopes for ETC	$ 279.27	N	
37174	X		Amazon Capital Services, Inc.	Tray Organizer, Creamer, Filters - MOF	$ 279.79	N	
37127	X		Amazon Capital Services, Inc.	Salt & Pepper Shakers, Binder - GAO	$ 280.90	N	
37149	X		Dimensional Silk Screen, Inc.	NCTD+ Vista A-Frame Signs	$ 298.77	N	
37196	X		Dimensional Silk Screen, Inc.	Shuttle to Del Mar Fairgrounds	$ 298.77	N	
37130	X		ODP Business Solutions, LLC	Copy Paper - SMMF	$ 300.40	N	
37367	X		Dimensional Silk Screen, Inc.	Display Poster - Welcome New Bus Team	$ 311.76	N	
37259	X		ODP Business Solutions, LLC	Organizers, Batteries, Sanitizers-BOW	$ 315.85	N	
37293	X		Hudson Printing	Business Cards	$ 317.12	N	
37279	X		ODP Business Solutions, LLC	Staple Removers, Folding Step, Pads -GAO	$ 326.03	N	
37250	X		Black Hawk Industrial	Kennametal Turning Insert - SOF	$ 327.75	N	
37164	X		Lab401	WiFi Pineapple Mark Pen Testing Tool - IT	$ 338.33	N	
37241	X		Amazon Capital Services, Inc.	Sugar, Coffee, Sharpies, Post-its SOF	$ 343.33	N	
37332	X		Ceremonial Supplies	Bus In-house Event	$ 358.04	N	
37141	X		ODP Business Solutions, LLC	Laminating Pouches, Totes, Signs-GAO	$ 358.95	N	
37302	X		Amazon Capital Services, Inc.	Dry Erase Cleaner, White Board - GAO	$ 360.82	N	
37148	X		Dimensional Silk Screen, Inc.	NCTD+ Vista Outreach	$ 369.13	N	
37312	X		Amazon Capital Services, Inc.	(3) Kodak Digital Cameras - BOE & BOW	$ 375.75	N	
37284	X		Amazon Capital Services, Inc.	Surveillance Internal Hard Drive - IT	$ 380.48	N	
37270	X		Amazon Capital Services, Inc.	Coffee Creamer, Cups, Batteries-GAO	$ 388.85	N	
37282	X		Amazon Capital Services, Inc.	Sugar, Coffee Cups, Creamer- SMMF	$ 389.06	N	
37345	X		Wabco	Toolbox Plus SW - BOW	$ 400.00	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37170	X		Amazon Capital Services, Inc.	Standing Desk Converter - Security	$ 401.06	N	
37372	X		Hudson Printing	NCTD Job Safety Briefing Book	$ 405.02	N	
37181	X		ODP Business Solutions, LLC	Notebooks, Post Its, Correction Tape-GAO	$ 407.56	N	
37183	X		Dimensional Silk Screen, Inc.	SD County Fair Tripper	$ 411.35	N	
37210	X		ODP Business Solutions, LLC	Paper Cups, Hand and Dish Soap-GAO	$ 412.01	N	
37131	X		ODP Business Solutions, LLC	Clorox Wipes, Paper Plates, Toner - SOF	$ 433.71	N	
37242	X		Amazon Capital Services, Inc.	(15) iPad Cases - IT	$ 440.85	N	
37216	X		Amazon Capital Services, Inc.	Storage Bins for Organization - GAO	$ 449.03	N	
37280	X		ODP Business Solutions, LLC	Copy Paper, Wooden Stir Sticks - SMMF	$ 453.28	N	
37113	X		EdgeTech, Inc.	PL259 Connectors	$ 475.18	N	
37368	X		Dimensional Silk Screen, Inc.	Welcome Home Interior Banner	$ 476.30	N	
37264	X		Dimensional Silk Screen, Inc.	Pony Express A-Frames	$ 493.62	N	
37227	X		Amazon Capital Services, Inc.	TNC Male Connector - IT	$ 494.01	N	
37326	X		Amazon Capital Services, Inc.	Badge Reels, Holders, Hooks - HR	$ 500.07	N	
37290	X		Global Industrial	Carbon Pile Battery Tester - BOW	$ 505.46	N	
37303	X		My Asset Tag	IT Asset Tags	$ 530.10	N	
37353	X		ODP Business Solutions, LLC	Whiteboard, Copy Paper, Label Tape - SOF	$ 536.58	N	
37351	X		ODP Business Solutions, LLC	Copy Paper - 8 Cases - BOW	$ 544.08	N	
37316	X		Western Safety	Arc Flash Lanyard (2)	$ 546.53	N	
37289	X		Amazon Capital Services, Inc.	Air Impact Wrench Holder	$ 554.19	N	
37334	X		ODP Business Solutions, LLC	Pads, Cups, Tissues, Dividers - GAO	$ 570.04	N	
37342	X		Hudson Printing	Bus Operators PTO Form	$ 572.84	N	
37233	X		Amazon Capital Services, Inc.	Safety Glasses, Helmet, Bump Cap-SOF	$ 596.96	N	
37169	X		EdgeTech, Inc.	5 Desk Microphones - ADA Dispatch	$ 603.40	N	
37215	X		Dimensional Silk Screen, Inc.	AAPI Bus Placards and Train Decals	$ 604.39	N	
37180	X		Panasonic Connect	Repair of Panasonic Laptop	$ 606.76	N	
37271	X		ODP Business Solutions, LLC	Pouches, Hole Punches, Dividers - GAO	$ 634.74	N	
37291	X		Amazon Capital Services, Inc.	Sterilite Containers - GAO	$ 641.00	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37231	X		Amazon Capital Services, Inc.	Lockers & Patrol Bags - Security	$ 668.44	N	
37247	X		ODP Business Solutions, LLC	Creamer, Pencils, Binders, Notebooks-GAO	$ 690.46	N	
37278	X		Dimensional Silk Screen, Inc.	Rules of Riding Decals	$ 725.28	N	
37300	X		Conex Hub, Inc.	Container Rental	$ 748.70	N	
37355	X		Dimensional Silk Screen, Inc.	5 Bikes Maximum Capacity Decals	$ 752.12	N	
37208	X		Amazon Capital Services, Inc.	Hisense 55 inch TV for Front GAO Window	$ 755.59	N	
37124	X		Pacific Metrology	Calibration Services	$ 785.00	N	
37265	X		Amazon Capital Services, Inc.	Bins, Organizers, Creamer, Snacks - GAO	$ 801.22	N	
37150	X		Hudson Printing	NCTD+ Vista Fact Sheets, Business Cards	$ 804.98	N	
37143	X		ODP Business Solutions, LLC	Can Liners, Tissues, Pens, Gloves - OTC	$ 805.36	N	
37352	X		Snap-On Industrial	2 Bench Grinders & Jaws	$ 812.28	N	
37262	X		Amazon Capital Services, Inc.	Whiteboard, Keyboard, Cabinet-GAO	$ 849.26	N	
37314	X		First Truck Parts	Cummins In-Line 5 Datalink Ada	$ 864.93	N	
37129	X		Amazon Capital Services, Inc.	Hard Hats - Rail Operations	$ 938.10	N	
37306	X		ODP Business Solutions, LLC	Pencils, Tape Rolls, Tissues, Scissors-GAO	$ 943.57	N	
37171	X		Amazon Capital Services, Inc.	Creamer, Scissors, Coffee, Toner-GAO	$ 961.19	N	
37135	X		Amazon Capital Services, Inc.	Binoculars, Megaphones, Flashlights-Security	$ 976.24	N	
37197	X		PCH Litho, Inc.	COASTER Connection Brochure	$ 1,052.45	N	
37298	X		RS Hughes Co, Inc.	Gillig Arc Flash Body Harness - BOW	$ 1,056.05	N	
37192	X		Dimensional Silk Screen, Inc.	Human Trafficking Placards	$ 1,098.74	N	
23064	X		Hendrickson Appraisal Co	Del Mar Appraisal Additional Hours	$ 1,100.00	N	
37226	X		NewReach, LLC	CMS Software Additional Licenses - IT	$ 1,110.00	N	
37205	X		Pacific Metrology	Calibration Tools	$ 1,157.00	N	
37319	X		ProQuip Solutions	20K lb Adjustable Jack Stand - BOW	$ 1,237.78	N	
37237	X		American Battery Supply	Batteries & Recycling	$ 1,300.96	N	
37366	X		Amazon Capital Services, Inc.	Form Holders, Laminating Sheets - BOW	$ 1,303.87	N	
37365	X		ODP Business Solutions, LLC	Batteries, Pens, Binders, Staples - BOW	$ 1,359.87	N	
37322	X		Hudson Printing	Bus Accident Forms	$ 1,380.19	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37263	X		ODP Business Solutions, LLC	Paper, Mouse Pads, Pens, Post its - GAO	$ 1,403.62	N	
37106	X		Robel North America	Grinding Wheel - MOW	$ 1,476.77	N	
37222	X		Amazon Capital Services, Inc.	Wrenches, Marking Sticks, Power Inverter - MOW	$ 1,483.67	N	
37151	X		Hudson Printing	NCTD+ Vista Customer Alert	$ 1,574.80	N	
37184	X		Hudson Printing	SD County Fair Customer	$ 1,599.04	N	
37195	X		Hudson Printing	Air Brake Pocket Guide	$ 1,615.04	N	
37315	X		Western Safety	Flame Resistant Arc Flash Kits - BOW	$ 1,654.22	N	
37336	X		Dimensional Silk Screen, Inc.	Welcome Home BREEZE Banners	$ 1,683.29	N	
37172	X		Amazon Capital Services, Inc.	185 - AMZN Supplies	$ 1,736.59	N	
37266	X		Amazon Capital Services, Inc.	Headlamps, O Ring Kit, Drill Bits - MOW	$ 1,739.94	N	
37139	X		ODP Business Solutions, LLC	Folder Labels, Classification Folders - BOW	$ 1,862.81	N	
37335	X		Hudson Printing	Pony Express Comic-Con	$ 1,866.47	N	
37292	X		Snap-On Industrial	(2) USB Link-3 Wireless - BOW	$ 1,894.38	N	
37142	X		Amazon Capital Services, Inc.	Laminating Film, Postal Scale, Ribbon-OTC	$ 1,932.56	N	
37221	X		Harbor Freight	Triple-Bank Roller Cabinet - COF	$ 1,948.49	N	
20021	X		RailPros, Inc.	Bus Wash SA07	$ 1,981.86	Y	
37236	X		T-Shirt Factory	Imprint Logo on 100 Safety Vests	$ 1,987.69	N	
37329	X		Car Aroma Supply	55Gal Red Poly Sealant - SOF	$ 2,004.15	N	
37103	X		Autolift Services, Inc.	Potentiometer for Vehicle Lift	$ 2,043.66	N	
37340	X		Amazon Capital Services, Inc.	Retaining Rings, WiFi Cameras, Hose Reel-MOW	$ 2,107.35	N	
37283	X		Hudson Printing	Bus Accident Information Cards	$ 2,108.20	N	
37117	X		Dimensional Silk Screen, Inc.	SPRINTER Schedule Station Sign	$ 2,127.92	N	
37245	X		Amazon Capital Services, Inc.	Electric Standing Desk Converters - DSD	$ 2,136.80	N	
37179	X		Aum Marketing LLC	NCTD+ Event Shirts	$ 2,173.39	N	
37347	X		American Fence Company	Rental Fence - Wonder Bread - BOE	$ 2,184.00	N	
37155	X		Amazon Capital Services, Inc.	Patch Cables, Laptop Stands, Cables - IT	$ 2,189.24	N	
37356	X		Apple, Inc.	Apple iPad / Accessories	$ 2,198.23	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37217	X		Dimensional Silk Screen, Inc.	Pride Month Flag	$ 2,235.90	N	
37337	X		Dimensional Silk Screen, Inc.	Disability Pride Month Flag	$ 2,235.90	N	
37157	X		CDW Government, Inc.	Airtame 2 Core & Airtame 2 Adapter - IT	$ 2,253.34	N	
37272	X		Graffiti Shield, Inc.	Graffti Guard	$ 2,263.51	N	
37191	X		Dimensional Silk Screen, Inc.	Die Cut CA Numbers	$ 2,289.05	N	
37361	X		Raymond Allyn Business Supplies	Furniture - GAO 3rd Floor	$ 2,302.04	N	
37327	X		Dimensional Silk Screen, Inc.	SPRINTER Stations Pole Pocket	$ 2,327.38	N	
37200	X		Amazon Capital Services, Inc.	6 IPads and Cases - COF	$ 2,482.77	N	
37120	X		RailRoad Tools and Solutions	Railroad Products & Supplies	$ 2,546.20	N	
37359	X		Amazon Capital Services, Inc.	Keyboard, MacBook Pro, Trackpad - IT	$ 2,649.96	N	
37194	X		A and K Railroad Materials, In	22E Nortrak Switch Stand	$ 2,665.34	N	
37104	X		CDW Government, Inc.	Repurpose Renewals - IT	$ 2,732.98	N	
37339	X		Amazon Capital Services, Inc.	Wireless Keyboards - Chiefs - IT	$ 2,798.51	N	
37273	X		Amazon Capital Services, Inc.	Cell Cases, Ethernet Adapter, TP Link - IT	$ 2,812.55	N	
37188	X		Amazon Capital Services, Inc.	ArcGIS Viewer Additional Licenses - IT	$ 2,946.57	N	
37349	X		Hudson Printing	LIFT NCTD+ Operators Condition	$ 2,983.51	N	
37320	X		L.B. Foster Company	136 & 115 Bulldog Bars - MOW	$ 3,008.20	N	
37344	X		Hudson Printing	BREEZE FLEX Operators Condition Forms	$ 3,104.19	N	
37167	X		Neyenesch Printers, Inc.	NCTD System Map Brochure	$ 3,132.29	N	
37114	X		Dell Technologies, Inc.	ETC Mini Mart IT Equipment	$ 3,158.85	N	
37206	X		Amazon Capital Services, Inc.	Ethernet and Cat6 Cables, Headsets - IT	$ 3,189.59	N	
37121	X		Amazon Capital Services, Inc.	LED Light, Seat Covers, Floor Mats - MOW	$ 3,228.65	N	
37268	X		Safe & Vault Store	(3) Gardall Safes for LIFT & NCTD+	$ 3,445.23	N	
37240	X		Safe Life Defense LLC	Boots and Uniforms - Security	$ 3,501.46	N	
37156	X		Amazon Capital Services, Inc.	Bus Tranisition IT Order	$ 3,601.58	N	
37189	X		ESRI, Inc.	ArcGIS License & Credits	$ 3,770.00	N	
37073	X		IBM Corporation	Software Renewal	$ 3,917.20	N	
37331	X		Amazon Capital Services, Inc.	Metal Storage Cabinets - GAO 3rd Floor	$ 3,931.89	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37252	X		iStock Photo	Renewal	$ 3,996.00	N	
37276	X		Home Depot CRC	Bus Transitions Supplies	$ 4,000.00	N	
37051	X		EC America, Inc.	CBT Nuggets IT Training Licenses	$ 4,001.97	N	
37323	X		Industry Railway Suppliers	Tools - Weld Shear - MOW	$ 4,091.85	N	
37294	X		EdgeTech, Inc.	Mobile Radios - IT	$ 4,155.14	N	
37168	X		Cummins, Inc.	Cummins Insites Pro 4 licenses - Facilities	$ 4,170.00	N	
37159	X		PRISM	Employee Assistance Program - HR	$ 4,238.85	N	
37161	X		Newreach	Embed License FY25	$ 4,255.00	N	
37153	X		APMFG Fabricators, Inc.	Bus Stop Bench - Facilities	$ 4,256.39	N	
37163	X		AllisonDoc	4 Licenses	$ 4,400.00	N	
37296	X		CDW Government, Inc.	(3) Dell Latitude 5350 Laptops - IT	$ 4,480.37	N	
37373	X		NFI Parts	UDS Software Vector Indigo - IT	$ 4,503.63	N	
37370	X		Orgo-Thermit, Inc	115 RE IH Kit; Igniters - MOW	$ 4,592.52	N	
37255	X		S & A Systems, Inc.	8 OBDII Data Logger - BOW	$ 4,653.10	N	
37198	X		Raymond Allyn Business Supplies	Furniture - BOW	$ 4,662.33	N	
37341	X		Snap-On Industrial	Tool Sets - BOW	$ 4,691.90	N	
37147	X		Amazon Capital Services, Inc.	IT Supplies	$ 4,802.80	N	
37072	X		Draycor, Inc.	Devolutions Remote Desktop Licenses	$ 4,828.86	N	
37307	X		Canada Ticket Inc.	Ticket Machine Ticket & Receipt Rolls	$ 4,848.24	N	
37299	X		Cintas Corporation	Cintas (5) Parts Washer Rental - Bus Insourcing	$ 4,914.00	N	
37144	X		Sean Twomey DBA 2meart.com	COASTER 30th Anniversary Men's Polo Shirts	$ 4,949.73	N	
37178	X		Nexus Holding LLC dba Vortex	NCTD Facilities Door Repairs	$ 4,950.00	N	
37274	X		Traffic Supply, Inc.	As-needed Signs and Materials - Facilities	$ 4,950.00	N	
37203	X		CDW Government, Inc.	Laptops and Docking Stations - IT	$ 4,951.48	N	
37112	X		School Bus Safety Co dba TAPTCO	Training Material	$ 4,986.00	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37328	X		A and K Railroad Materials	Plates and Screw Spikes	$ 4,990.86	N	
37346	X		Autozone, Inc. dba Alldata	Auto Systems Licenses - BOW & BOE	$ 4,995.00	N	
25045	X		Airgas USA, LLC	Gas, Hard Goods, Rentals - MOW	$ 4,999.00	N	
37109	X		Downstream Services, Inc	Hydrocarbon Boom for Stormwater Box - SOF	$ 4,999.00	N	
37119	X		Airgas USA, LLC	Gas, Hard Goods, Rentals - MOW	$ 4,999.00	N	
37122	X		Traffic Supply, Inc.	As-needed Signs & Materials - DSD	$ 4,999.00	N	
37140	X		Network Industries DBA Hotsy SD	Pressure Washer Repairs - Facilities	$ 4,999.00	N	
37154	X		Graffiti Shield, Inc.	Graffti Guard for Bus Stops - Facilities	$ 4,999.00	N	
37225	X		Castle Service Inc dba Austin Door	As-needed Gate and Door Repairs - Facilities	$ 4,999.00	N	
37348	X		CoStar Realty Information, Inc	CoStar Licenses	$ 4,999.92	N	
37138	X		Kept Companies DBA Fleetwash	Bus Stop Washing	$ 4,999.99	N	
37229	X		Kept Companies DBA Fleetwash	Bus Stop Washing	$ 4,999.99	N	
37235	X		Motion & Flow Control Products	COMOSO Hydraulics - MOW	$ 4,999.99	N	
37297	X		Perry Plumbing Heating & Air	Plumbing Assessment Slab Leak at GAO	$ 4,999.99	N	
37325	X		Perrault Corporation	Trucking Services - MOW	$ 4,999.99	N	
37330	X		MGM Plastics, Inc.	Plexiglass Materials - Facilities	$ 4,999.99	N	
37343	X		Elite Relocation Services, LLC	Moving Services - Facilities	$ 4,999.99	N	
37145	X		Accuweather Enterprise Solutions	Subscription - OCC	$ 5,000.00	N	
37286	X		Epic Land Solutions, Inc.	Appraisal Services - DSD	$ 5,000.00	N	
37295	X		CDW Government, Inc.	Equipment for Bus Transition - IT	$ 6,109.57	N	
37185	X		Clouderiyum LLC	NVIDIA Subscription Renewal - IT	$ 7,160.60	N	
37111	X		Craig & Aubrey Technology, LLC	JDE Utilities Toolkit Support	$ 8,140.00	N	X
37251	X		CDW Government, Inc.	Equipment - Bus Transition - IT	$ 8,500.55	N	

Order Number	Original Order	Change Order	Supplier Description	Service/Product Description	Extended Cost	Federal Funds	Sole Source
37212	X		Questivity, Inc.	CP Broadway Hardware Replacement	$ 8,845.65	Y	
37116	X		CDW Government, Inc.	GAO Closed Session Upgrade	$ 8,880.50	N	
37363	X		GovConnection, Inc dba Connect	Splunk License Renewal - IT	$ 9,266.50	N	
37137	X		Meltwater News US Inc.	Digital Market and Comm SaaS - IT	$ 10,248.00	N	X
37317	X		Radio Engineering Industries,	REI Armour Suite - IT	$ 10,400.00	N	
37261	X		GovConnection, Inc dba Connect	Office Displays for Screen Sharing - SMMF	$ 11,745.52	N	
37223	X		BMC Helix, Inc.	BMC Track Renewal	$ 12,114.02	N	X
37311	X		Carahsoft Technology Corp	DocuSign Electronic Signature Licenses	$ 12,180.48	N	
37207	X		Insight Public Sector	Nessus Renewal - IT	$ 12,272.84	N	
37253	X		GovConnection, Inc dba Connect	Netwrix Renewal - IT	$ 14,031.50	N	
37371	X		Waxie Enterprises, LLC	Janitorial Supplies - Facilities	$ 14,161.37	N	
37360	X		CDW Government, Inc.	Executive Staff Equipment - GAO 3rd Floor	$ 16,093.14	N	
37193	X		GovConnection, Inc dba Connect	VM Ware License Renewal/Support - IT	$ 17,435.00	N	
19001	X		IBI Group	ADA Program Consulting	$ 19,096.00	N	
37239	X		Akeso Occupational Health	Physicals & Screenings - HR	$ 19,743.00	N	
25051	X		Amber Lynn, Inc. dba ASAP Towing	Towing Svc - BOW and BOE	$ 20,956.38	Y	
25052	X		S&R Towing Inc.	Towing Svc - BOW and BOE	$ 20,956.38	Y	
25062	X		Peacock Enterprises, Inc.	Terciary Batteries - Bus Operations	$ 22,461.24	Y	
37201	X		WestAir Gases & Equipment	Bus Maintenance Welding Gas	$ 23,745.28	Y	
37357	X		Snap-On Industrial	Scan Tools and Data Plan - BOW	$ 24,726.55	N	
37115	X		GovConnection, Inc dba Connect	ETC Mini Mart - IT	$ 28,189.91	N	
25005		X	Southwest Mechanical Services	HVAC Replacement CO 01	$ 30,242.65	Y	
37308	X		Home Depot U.S.A., Inc.	Ceiling Tiles Replacement - GAO	$ 30,873.13	N	
25056	X		Merrimac Energy Group	Bus Fluids and Lubricants - BOW and BOE	$ 34,101.00	Y	

34178	X		Signa Digital	Printer Lease	$ 43,902.00	N	
25017	X		STV	Cybersecurity Bench	$ 48,000.00	Y	
25020	X		Castillo	Cybersecurity Bench	$ 48,000.00	Y	
25021	X		CAI	Cybersecurity Bench	$ 48,000.00	Y	
25018	X		SteelToad	Cybersecurity Bench	$ 48,000.00	Y	
37187	X		CDW Government, Inc.	Redundant Internet - IT	$ 48,893.40	N	
Order Number	**Original Order**	**Change Order**	**Supplier Description**	**Service/Product Description**	**Extended Cost**	**Federal Funds**	**Sole Source**
37374	X		Raymond Allyn Business Supplies	Office Furniture - BOE and BOW	$ 52,880.13	N	
37177	X		Skaggs Co., Inc.	Security Uniforms	$ 54,418.70	N	
37039	X		Techmaster Electronics	Meter Calibration Services	$ 55,256.06	N	
37125	X		CDW Government, Inc.	Bus Transition - IT Equipment	$ 58,570.31	N	
37107	X		CDW Government, Inc.	Bus Transition - IT Equipment	$ 58,595.73	N	
37190	X		GovConnection, Inc dba Connect	MS Teams Rooms for Conference and Training	$ 58,630.35	N	
37110	X		CDW Government, Inc.	GAO 3rd Floor Remodel IT Equipment	$ 58,952.67	N	
33100	X		INIT Innovations in Transportation, Inc.	APC Support	$ 59,934.72	Y	
37260	X		bkm OfficeWorks, LLC dba Hyphn	Office Chairs - GAO	$ 61,099.27	N	
25050	X		A to Z Enterprises dba RoadOne	Towing Services - Bus Operations	$ 62,867.15	Y	
25061	X		Parts Authority LLC	Secondary Batteries - Bus and Autos	$ 67,383.71	Y	
37285	X		Monmouth Solutions, Inc.	Self-Propelled Boom Lift - DSD	$ 69,949.00	Y	
37219	X		Raymond Allyn Business Supplies	Office Furniture - SOF	$ 75,070.13	Y	
37248	X		CA Business Centers	Office Furniture - GAO	$ 86,720.00	N	
37228	X		Raymond Allyn Business Supplies	Office Furniture - GAO	$ 86,734.23	N	
37369	X		FriendlySky LLC	Holiday Express Ticketing Platform	$ 90,000.00	N	
37108	X		Golden Star Technology, Inc.	Bus Servers - IT	$ 107,289.99	N	
19048	X		Jacobs Project Management Co.	Batisquitos Lagoon Double Track Bridge Inspection	$ 116,353.32	Y	

25060	X		Deep Cycle Battery	Primary Batteries - Bus and Auto	$ 134,767.54	Y	
37364	X		Raymond Allyn Business Supplies	Office Furniture - GAO	$ 138,838.20	N	
37362	X		GovConnection, Inc dba Connect	A-Flex Cisco Renewal - IT	$ 140,605.50	N	
25057	X		Michelin North America, Inc.	Tire Replacement and Repair	$ 189,936.00	N	
25064	X		American Equipment Systems LLC	Bridge Crane Maintenance - Bus Operations	$ 198,405.01	Y	
Order Number	**Original Order**	**Change Order**	**Supplier Description**	**Service/Product Description**	**Extended Cost**	**Federal Funds**	**Sole Source**
37092	X		Office Star Products	Office Furniture	$ 222,870.00	N	
37094	X		CDW Government, Inc.	IT Equipment - Bus Transition	$ 230,450.63	N	
37218	X		Bonander Truck & Trailer, Inc.	5th Wheel Tractor - Bus Operations	$ 234,152.51	N	
21019	X		Wabtec Railway Electronics	Precision Navigation Modules	$ 251,050.00	Y	
22019	X		Datel Systems, Inc.	Wireless Network Implementation	$ 298,042.54	Y	
37160	X		Golden Star Technology, Inc.	HPE MSA Fiber Channel Storage - IT	$ 349,548.51	Y	
25048	X		Horizons Construction Co	ETC Sheriff Touchdown Building - DSD	$ 351,415.27	N	
21028	X		U.S., Inc.	BREEZE 303 Transit Signal Priority Study TOA 06	$ 392,797.75	N	
25044	X		Fehr & Peers	Access & Safety Actino Plan AKA Gender Action Plan	$ 420,578.23	N	
20015	X		Swiftly, Inc.	Hopthru Added	$ 455,685.00	N	

UNSOLICITED PROPOSAL

Section II – Actions Relating to Unsolicited Proposal Board Policy No. 34

On May 6, 2025, Xorail Inc. dba Wabtec submitted an unsolicited proposal (Proposal) for the Demonstration of Wireless Crossing System – Phase 1 pursuant to Board Policy No. 34. The Proposal complied with all the submittal requirements of the policy and was advanced to the Preliminary Review stage.

As part of the Preliminary Review, the Proposal was evaluated to confirm compliance with the criteria established in Section 1.2 of Board Policy 34. Key elements of review included verification that the concept was innovative, unique, and independently originated. On May 9, 2025, staff concluded that the Proposal met all required criteria and should advance to the next phase of evaluation.

On June 6, 2025, Wabtec submitted two additional unsolicited proposals for Phase 2 – Taylor Street Implementation and Phase 3 – Nine (9) Additional Crossings. These submissions determined that both proposals met the applicable requirements and recommended advancing the offers for Chief Executive Officer (CEO) review.

On August 14, 2025, a meeting was convened that included the CEO, Deputy CEO/General Counsel, Chief Operating Officer, Department Chiefs, and the Project Manager. The Project Manager presented a comprehensive briefing outlining the technical, operational, and safety impacts of implementing the wireless crossing system across all three phases. Discussions covered the current signal system operations, projected improvements, and overall system integration under the proposed technology.

Because of the unique nature of the proposal, it has been determined that the best path forward would be to issue a public notice advertising NCTD's intent to engage in sole source contract negotiations with Wabtec. The public notice invites other offers if they were to exist in the marketplace. If no other offers are received, NCTD will proceed under a sole source procurement with Wabtec in accordance with Board Policy 34 and applicable procurement regulations.

This item provides notice to the board, in accordance with Section 8.2 of Board Policy 34, of the steps taken to date relative the unsolicited proposal. Additionally, board approval would be required prior to execution of any contract with Xorail Inc. dba Wabtec resulting from the unsolicited proposal.

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
9

STAFF REPORT

AWARD AGREEMENT NO. 36052 TO HARSCO METRO RAIL, LLC FOR A RAILROAD TRACK TAMPER

Time Sensitive: ☐ **Consent:** ☐

STAFF RECOMMENDATION: Award Agreement No. 36052 to Harsco Metro Rail, LLC for the manufacturing and delivery of a new railroad track tamper for an amount not-to-exceed $1,781,932.

BACKGROUND INFORMATION: As the owner and operator of the San Diego and Escondido subdivisions, North County Transit – San Diego Railroad (NCTD) maintains the railroad right of way, including 138.6 miles of railroad track. To ensure proper maintenance and regulatory compliance, various support equipment is utilized, including a railroad track tamper. A railroad track tamper compacts the ballast (crushed stone or gravel) that supports railway tracks, ensuring the track remains stable, level, and safe for train traffic. The existing railroad track tamper used to support right-of-way maintenance has reached the end of its useful life and a new tamper is required.

On July 23, 2025, NCTD issued Invitation for Bids (IFB) No. 36052 for a new Production and Switch Tamper. Notices were published in two newspapers of general circulation, and four trade journals and posted on PlanetBids. Two responsive and responsible bids were received by the August 28, 2025 deadline. A summary of the responsive and responsible bids is as follows:

Bidder Name	Total Bid
Harsco Metro Rail, LLC	$1,781,932.00
Plasser American Corporation	$2,499,997.58

Following the bid analysis, it was determined that Harsco Metro Rail, LLC (Harsco) provided the lowest, responsive and responsible bid. Harsco's bid was under NCTD's independent cost estimate (ICE) that was completed by staff prior to the solicitation.

Staff recommends that the Board award Agreement No. 36052 to Harsco Metro Rail, LLC for the manufacturing and delivery of a new railroad track tamper in an amount not-to-exceed $1,781,932.

ATTACHMENT: None

FISCAL IMPACT: The fiscal impact of this proposed contract action is $1,781,932, which is funded by the Federal Transit Administration (FTA) and matching Transportation Development Act (TDA) funds programmed in Project No. 526001, which has a total budget of $1,781,932.

COMMITTEE REVIEW: None

STAFF CONTACT: **Tracey Foster, Chief Development Officer**
E-mail: tfoster@nctd.org Phone: 760-966-6674

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
10

STAFF REPORT

AUTHORIZE THE PURCHASE OF ONE HI-RAIL GRAPPLE TRUCK AND ONE HI-RAIL WELD TRUCK

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION: Authorize the Chief Executive Officer to approve the purchase of one hi-rail grapple truck, in the amount of $590,015, and one hi-rail weld truck, in the amount of $522,619, for a total not-to-exceed amount of $1,112,634.

BACKGROUND INFORMATION: North County Transit – San Diego Railroad (NCTD) staff determined that the current 2014 Freightliner 108SD hi-rail weld truck (Unit 20509) and the 2014 Freightliner 114SD hi-rail grapple truck (unit 20510) have exceeded their useful life and require replacement. Both units perform highly specialized work that is essential to NCTD's ability to maintain a safe and reliable railroad right-of-way.

The two trucks intended to be replaced are outliers of NCTD's normal replacement formula due to the uniqueness of the vehicles, the highly specified functions they perform, the harsh conditions under which they normally operate, and the disproportionately high reliance for maintenance of the railroad right-of-way when compared to other non-revenue vehicles. Both units are high-usage and high-engine hour vehicles that operate under "severe service" conditions. By the time they are replaced, both units will have been in service for 13 years, with engine hours projected to exceed 11,000-hours for unit 20509 and 8,500-hours for unit 20510.

On March 27, 2025, NCTD issued Invitation for Bid (IFB) No. 35526 for the purchase of replacement grapple and welding trucks. Notices were published in two newspapers of general circulation and posted on PlanetBids. Three bids were received in response to the IFB; however, only the bid from Omaha Track Equipment, LLC in the amount of $1,112,634 was deemed responsive and responsible. Staff has deemed the bid to be fair and reasonable.

Staff recommends that the Board authorize the Chief Executive Officer to issue Purchase Order No. 35526 to Omaha Track Equipment, LLC for the purchase of one hi-rail grapple truck and one hi-rail welding truck in the total amount of $1,112,634.

ATTACHMENT: None

FISCAL IMPACT: The fiscal impact of this proposed contract action is $1,112,634, which is funded by the Federal Transit Administration (FTA) and matching Transportation Development Act (TDA) funds programmed in Project No. 526004, which has a total budget of $1,112,634.

COMMITTEE REVIEW: None

STAFF CONTACT: **Lilia Montoya, Chief Operations Officer – Bus**
E-mail: lmontoya@nctd.org Phone: 760-966-6665

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
11

STAFF REPORT

AWARD AGREEMENT NO. 26008 TO DEVELOPERS GENERAL CONTRACTING, INC. FOR SHELTER REPLACEMENT AT OLD TOWN TRANSIT CENTER

Time Sensitive: ☐ **Consent:** ☒

STAFF RECOMMENDATION: Award Agreement No. 26008 to Developers General Contracting, Inc. for five shelter replacements at Old Town Transit Center in an amount not-to-exceed $569,542.

BACKGROUND INFORMATION: The North County Transit – San Diego Railroad (NCTD) has responsibility for certain platform maintenance at Old Town Transit Center, where the COASTER and Pacific Surfliner service operates. Five shelters on these platforms have reached the end of their useful life and require removal and replacement to maintain a state of good repair.

On May 23, 2025, NCTD issued Invitation for Bid (IFB) No. 35802 for Old Town Transit Center Shelter Replacement. Notices were published in two newspapers of general circulation and four trade journals and posted on PlanetBids. At time of bid closing on June 30, 2025, NCTD received a total of seven bids. A summary of the bids is as follows:

Bidder Name	Total Bid
Developers General Contracting, Inc.	$569,542
GQ Builders, Inc.	$593,130
Estate Design and Construction	$922,900
ROMA Engineering & Construction, Inc.	$988,000
Fordyce Construction, Inc.	$1,015,833
Bingham Construction Company, Inc.	$1,067,401
Mahmoud Merzi	$1,100,730

Following the bid analysis, it was determined that Developers General Contracting, Inc. provided the lowest, responsive and responsible bid and staff determined the bid to be fair and reasonable.

Based on the foregoing, staff recommends that the Board award Agreement No. 26008 to Developers General Contracting, Inc. for five shelter replacements at Old Town Transit Center in an amount not-to-exceed $569,542.

ATTACHMENT: None

FISCAL IMPACT: The fiscal impact of this proposed contract action is $569,542, which is funded by local funds programmed in Project No. 525007, which has a total budget of $581,000. If the Board approves the award of this agreement, the budget available in Project No. 525007 will be reduced to $11,458.

COMMITTEE REVIEW: None

STAFF CONTACT: **Tracey Foster, Chief Development Officer**
E-mail: tfoster@nctd.org Phone: 760-966-6674

STAFF REPORT

APPROVE REVISED FY2026 CLASSIFICATION AND COMPENSATION SCHEDULE

Time Sensitive: ☒ **Consent:** ☒

STAFF RECOMMENDATION: Approve revisions to the FY2026 Classification and Compensation Schedule.

BACKGROUND INFORMATION: The North County Transit – San Diego Railroad (NCTD) is required to maintain a Classification and Compensation Schedule for its represented and non-represented positions which must be approved by the NCTD Board of Directors (Board). The schedule consists of individual pay grades that are grouped within career bands which reflect progressively increasing levels of responsibility and scope of authority. The Classification and Compensation Schedules are approved by the Board as part of the annual fiscal operating budget approval process and are subject to update throughout the fiscal year based on position changes and operational needs.

Since the approval of the revision to the FY2026 Classification and Compensation Schedule at the June 26, 2025 Board of Directors Meeting (Agenda Item No. 14), various updates to several non-represented positions have occurred as NCTD continues to optimize District resources. Any modifications to NCTD positions or titles must be kept current to comply with the requirements of the CalPERS Retirement Plan. Accordingly, the Non-Represented Classification and Compensation Schedule must be updated on a continual basis as needed to remain current.

The following positions are proposed to be **added** to the FY2026 Non-Represented Classification and Compensation Schedule:

Grade	Classification
C03	Recruiter
C03	Labor Relations Specialist
C03	Executive Assistant / Deputy Clerk
C03	Training Analyst

The following positions are proposed to be **modified** from C03 to C05 in the FY2026 Non-Represented Classification and Compensation Schedule:

Grade	Classification
C05	System Safety Specialist

The following positions are proposed to be deleted in the FY2026 Non-Represented Classification and compensation Schedule:

Grade	Classification
C04	System Safety Specialist I
C05	System Safety Specialist II

Staff recommends that the Board approve the revisions to the FY2026 Classification and Compensation Schedule. Should the Board approve these revisions, the updated FY2026 Classification and Compensation Schedule will be posted to NCTD's website.

ATTACHMENT: 12A – FY 2026 Non-Represented Classification Salary Range Table

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: None

STAFF CONTACT: **Adrienne Johnson, Director of Human Resources**
E-mail: ajohnson@nctd.org Phone: 760-966-6776

ATTACHMENT 12A

North County Transit District
FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

		HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
Class No	**POSITION CLASSIFICATIONS**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
A01	**CLASS SALARY RANGE…………………………………………………**	$16.44	$19.73	$23.02	$34,203.42	$41,044.10	$47,884.78
	Intern						
A02	**CLASS SALARY RANGE…………………………………………………**	$18.28	$21.94	$25.59	$38,024.00	$45,628.79	$53,233.58
	Receptionist						
B01	**CLASS SALARY RANGE…………………………………………………**	$18.57	$23.12	$27.68	$38,616.76	$48,094.42	$57,572.08
	Customer Experience Assistant						
B02	**CLASS SALARY RANGE…………………………………………………**	$22.01	$27.52	$33.02	$45,790.60	$57,232.47	$68,674.33
	Accounting Technician I						
	Administrative Assistant						
	Eligibility and Administrative Coordinator						
	Fare Revenue Specialist						
	Human Resources Coordinator						
	Payroll Assistant						
	Senior Customer Experience Assistant						
B03	**CLASS SALARY RANGE…………………………………………………**	$24.66	$31.23	$37.80	$51,283.06	$64,953.40	$78,623.72
	Accounting Technician II						
	Grants Analyst						
	Paratransit Scheduler						
	Payroll Specialist I						
	Senior Administrative Assistant/Deputy Clerk						
	Technical Writer						
	Transit Clerk						
B04	**CLASS SALARY RANGE…………………………………………………**	$30.77	$39.58	$46.15	$63,993.49	$82,319.91	$95,990.23
	Help Desk Administrator I						
	Information Technology Technician I						
	Lead Rail Overhaul Technician						
	Payroll Specialist II						
	Rail Overhaul Technician						
B05	**CLASS SALARY RANGE…………………………………………………**	$37.31	$48.49	$59.68	$77,596.69	$100,861.00	$124,125.30
	Help Desk Administrator II						
	Information Technology Technician II						
C01	**CLASS SALARY RANGE…………………………………………………**	$30.53	$38.17	$45.80	$63,508.02	$79,385.03	$95,262.03
	Asset Administrator I						
	Assistant Manager, Customer Service						

North County Transit District
FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

		HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
Class No	**POSITION CLASSIFICATIONS**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
	Graphic Communication Designer						
	Human Resources Specialist						
	Information Technology Project Coordinator						
	Management Analyst I						
	Operations Instructor						
	Planner						
	Quality Control Supervisor						
	Real Estate Administrator						
	Staff Accountant						
C02	**CLASS SALARY RANGE..**	$32.85	$41.05	$49.25	$68,318.56	$85,376.14	$102,433.71
	Administrative Analyst						
	Engineering Technician I						
	Grants Coordinator/Government Affairs						
	IT Software Training Specialist						
	Marketing & Communications Associate I						
	Procurement Contracting Officer						
	Quality Assurance/Quality Control Specialist						
	Senior Accountant I						
	Senior Planner						
	Senior Quality Control Supervisor						
	Senior Real Estate Administrator						
	Senior Right of Way Coordinator						
	Systems Engineer I						
C03	**CLASS SALARY RANGE..**	$38.35	$49.01	$59.68	$79,771.19	$101,948.25	$124,125.30
	Asset Administrator II						
	Engineering Technician II						
	Executive Assistant/Deputy Clerk						
	Field Safety Specialist						
	General Services Supervisor						
	Human Resources Business Partner						
	Labor Relations Specialist						
	Maintenance Supervisor						
	Management Analyst II						
	Operations Supervisor (All)						

North County Transit District
FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

Class No	POSITION CLASSIFICATIONS	HOURLY SALARY RANGE Minimum	Midpoint	Maximum	ANNUAL SALARY RANGES Minimum	Midpoint	Maximum
	Project Analyst						
	Recruiter						
	Senior Accountant II						
	Senior Financial Analyst						
	Senior Graphic Communications Designer						
	Senior Marketing and Communications Associate						
	Senior Procurement Contracting Officer						
	Senior Strategic Planner						
	System Safety & Compliance Inspector						
	~~System Safety Specialist (Rail)~~						
	Systems Engineer II						
	Training Analyst						
C04	**CLASS SALARY RANGE..**	$39.76	$53.16	$66.56	$82,706.06	$110,576.33	$138,446.61
	Business Intelligence Analyst						
	Paralegal						
	Principal Contracting Officer						
	Project Manager						
	Senior Human Resources Business Partner						
	Senior Operations Instructor						
	Senior Project Analyst						
	Senior Systems Engineer I						
	Senior Trainer						
	Senior Training Analyst						
	~~System Safety Specialist I~~						
	Technical Trainer						
	Telecommunications Engineer						
	Transit On-Boards Systems Technician						
C05	**CLASS SALARY RANGE..**	$46.79	$63.69	$81.59	$97,314.24	$132,484.69	$169,715.14
	Architect I						
	Civil Engineer I						
	Drug & Alcohol Program Administrator						
	Facilities Engineer						
	Program Manager						
	Rail Structures Engineer						

North County Transit District

FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

		HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
Class No	**POSITION CLASSIFICATIONS**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
	Safety Trainer						
	Senior Network Engineer						
	Senior Quality Control Supervisor - Signals						
	Senior Systems Engineer II						
	Supervisor of Rail Operations						
	Supervisor, Maintenance of Equipment						
	System Safety Specialist						
	~~System Safety Specialist II~~						
	Technical Manager-Train Control Systems						
C06	**CLASS SALARY RANGE..**	$58.69	$76.29	$93.90	$122,073.10	$158,692.82	$195,312.53
	Architect II						
	Civil Engineer II						
	Program Network Operations Manager						
	Senior Rail Engineer						
	Senior Systems Engineer III						
D01	**CLASS SALARY RANGE..**	$42.70	$57.27	$71.84	$88,807.40	$119,121.62	$149,435.83
	Maintenance of Way Supervisor						
	Manager (All)						
	Principal Management Analyst						
D02	**CLASS SALARY RANGE..**	$58.69	$76.29	$93.90	$122,073.10	$158,692.82	$195,312.53
	Manager (Operations - All)						
D03	**CLASS SALARY RANGE..**	$66.10	$86.85	$107.60	$137,496.88	$180,648.46	$223,800.04
	Controller						
	Director (All)						
	Staff Attorney (All)						
E01	**CLASS SALARY RANGE..**	$73.53	$97.41	$121.29	$152,940.91	$202,605.59	$252,288.81
	Deputy Chief (All)						
	Senior Legal Counsel						
E02	**CLASS SALARY RANGE..**	$101.41	$122.15	$152.12	$210,935.78	$254,081.73	$316,403.66
	Chief Development Officer						
	Chief Financial Officer						
	Chief of Staff						
	Chief Operating Officer						
	Chief People Officer						

North County Transit District
FY 2026 CLASSIFICATION SALARY RANGE TABLE (July 1, 2025 - June 30, 2026)

		HOURLY SALARY RANGE			ANNUAL SALARY RANGES		
Class No	**POSITION CLASSIFICATIONS**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
	Deputy General Counsel						
	Signal Project Manager						
	Strategic Financial & Business Management Advisor						
E03	**CLASS SALARY RANGE……………………………………………………**	$109.85	$135.65	$171.35	$228,481.75	$282,141.77	$356,401.81
	Deputy Chief Executive Officer						
BOARD -GC	**CLASS SALARY RANGE……………………………………………………**	$116.85	$142.10	$179.51	$217,780.87	$295,577.09	$373,373.32
	Deputy Chief Executive Officer /Chief General Counsel						
BOARD-CEO	**CLASS SALARY RANGE……………………………………………………**	$135.99	$176.78	$217.58	$282,851.21	$367,708.78	$452,566.36
	Chief Executive Officer						

Revision Date:

Adoption Date:

Total Count 122

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
13

STAFF REPORT

APPROVE LABOR AGREEMENTS BETWEEN THE NORTH COUNTY TRANSIT DISTRICT AND THE TEAMSTERS LOCAL NO. 542 FOR PARATRANSIT OPERATORS

Time Sensitive: ☒ **Consent:** ☒

STAFF RECOMMENDATION:

Approve the Labor Agreement (Agreement) between the North County Transit District and the Teamsters Local No. 542 ("Teamsters" or "the Union") for Paratransit Operators

BACKGROUND INFORMATION:

California Government Code section 3500, et seq., commonly known as the Meyers Milias-Brown Act, and the North County Transit District, operating as North County Transit – San Diego Railroad's ("NCTD" or "the District"), enabling legislation at Public Utilities Code section 125500, *et. seq*., provide that public employees have a right to organize and bargain collectively with local government public employers over wages, hours, and other terms and conditions of employment.

At the time of the bus transition from contracted operations to insourcing as direct employees of NCTD, Paratransit Operators represented by the Teamsters Union, Local No. 542. With the pending transition, NCTD and the Teamsters entered into a Memorandum of Understanding (MOU) to extend the basic terms of the existing Union Agreement between MV Transportation and the Teamsters Union through September 30, 2025. Minor modifications to the existing Union Agreement were included as part of the MOU, including but not limited to, transition to the CalPERS pension and medical insurance programs. At this same time, NCTD and the Teamsters entered into collective bargaining negotiations for a new agreement for Paratransit Operators.

NCTD's designated labor representatives met with the Teamsters Union's negotiating team on multiple occasions following transition and negotiations were completed during several sessions through October 17, 2025. A draft proposed Agreement encompassing the negotiated provisions related to wages, hours, and general terms and conditions of employment that apply to the bargaining unit employees for Paratransit Operators was developed. The proposed Agreement would be effective October 1, 2025 through September 30, 2030 following ratification by the members.

The proposed draft Agreement for Paratransit Operators offers:

- Hourly starting rate of pay at $25.30 for Paratransit Operators, with general wage increases through FY2030 based on longevity of service (hours and/or years)
- Eligible employees receive legacy pay based on years of service, ranging from $0.50/hour after 10 years to $2.00/hour after 25 years to address recruitment and retention challenges, and acknowledge employee tenure
- Employees will be enrolled in CalPERS for pension and medical benefits

- Standard benefits and employment policies and procedures generally applicable to NCTD staff remain effective in the new proposed Agreement, unless otherwise expressly provided therein

Based on the foregoing, staff recommends the Board approve the Agreement between the North County Transit District and the Teamsters Local No. 542 for Paratransit Operators.

ATTACHMENT: 13A – *Proposed* Labor Agreement between the North County Transit District and the Teamsters Local No. 542 for Paratransit Operators

FISCAL IMPACT: The proposed Agreement establishes specific wage rates for Teamsters Union-represented District employees on an annual fiscal year basis. FY 2026 budgeted resources for salaries and benefits are sufficient to fund the proposed agreement. Future years wages and benefits will be budgeted through the annual operating budget process.

COMMITTEE REVIEW: None

STAFF CONTACT: **Adrienne Johnson, Director of Human Resources**
E-mail: ajohnson@nctd.org Phone: 760-966-6776

ATTACHMENT13A

NCTD Document No. 2025-22

Labor Agreement

NORTH COUNTY TRANSIT

SAN DIEGO RAILROAD

&

International Brotherhood of Teamsters

UNITY·STRENGTH·PROUD

LOCAL 542

Paratransit Operators

October 1, 2025 – September 30, 2030

Table of Contents

ARTICLE 1 - PREAMBLE

This Labor Agreement ("Agreement") is made and entered into by and between the North County Transit District, operating as North County Transit – San Diego Railroad (hereinafter referred to as "NCTD" or "District") and Teamsters Local Union No. 542 (hereinafter referred to as the "Union"), representing the Paratransit Operators employed by NCTD in its LIFT paratransit services.

It is the purpose of this Agreement to promote and provide for harmonious labor-management relations, to establish equitable conditions of employment, to ensure the delivery of safe and reliable transit service to the public, and to set forth the full and complete understanding of the parties regarding wages, hours, and terms and conditions of employment.

The parties further commit to fostering a respectful, inclusive, and safe work environment that values employee input and recognizes the critical role of Paratransit Operators in providing essential public transit service.

ARTICLE 2 - RECOGNITION

NCTD recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time Paratransit Operators employed by NCTD in its LIFT paratransit service.

This Agreement shall cover any newly created classifications whose primary duties involve the operation or supervision of all Paratransit Operators employed by NCTD in its LIFT paratransit service, regardless of job title, provided such classifications are not otherwise excluded under applicable law.

Excluded from the bargaining unit are all other NCTD employees, including but not limited to supervisors, managers, confidential employees, dispatchers, reservationists, maintenance personnel, and security guards.

ARTICLE 3 - RATES OF PAY AND CONDITIONS NOT REDUCED BY THIS AGREEMENT

NCTD agrees that no employee member of the Union, who, prior to the date of this agreement was receiving more than the rate of wages designated in this agreement, or conditions better than those herein provided for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or conditions of employment through the operation of, or because of the adoption of, this agreement. This Article 3 will in no way modify the provisions or terms of seniority as provided in Article 26 – Seniority.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

SECTION 1: Full Negotiations & Complete Agreement
NCTD and the Union acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully and completely set forth in this existing Agreement. Furthermore, there are no understandings or agreements by the parties which are not expressly set forth in this Agreement.

SECTION 2: Waiver of Bargaining During Term

NCTD and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject, matter or practice not specifically referred to or covered by this Agreement.

SECTION 3: Savings Clause
If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or order, or decree of court, the invalidation of such part of this Agreement shall not render invalid the remaining parts thereof.

It is further provided that in the event any provision or provisions to this Agreement are so declared to be in conflict with such Federal or State law, rule or regulation, both parties shall meet within 30 days for the purpose of re-negotiating the provision or provisions so invalidated.

SECTION 4: Benefits
No privileges or benefits except those specifically set forth in this Agreement are required to be granted to Paratransit Operators.

SECTION 5: Meaning of Certain Words
The parties agree that the term “Paratransit Operator” wherever used in this Agreement, whether singular or plural, mean and implies only those Paratransit Operators of NCTD included within this bargaining unit as defined in Article 2 of this Agreement, and that this Agreement shall be limited only to said Paratransit Operators.

Unless specifically stated otherwise within this Agreement, the term “days” shall mean days and hours consistent with that of NCTD’s Administrative Office location at 810 Mission Ave. Oceanside, CA 92054.

A work week is defined as beginning 0000 hours on Sunday and ending at 2359 hours on the following Saturday.

SECTION 6: Job Description and Qualifications
NCTD shall furnish to the Union a copy of the job descriptions or qualifications for the Paratransit Operators. The Union shall have an advisory and consult role in the revision to these job descriptions and qualifications.

SECTION 7: Modifications

After the effective date of this Agreement no modifications of this Agreement will be binding on either party unless in writing and signed by the authorized representative of the parties to this Agreement.

SECTION 8: Assignability Clause

A. This Agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any merger, transfer, assignment, or any other disposition of the Employer herein, or by any change geographical or otherwise, in the location of the Employer herein. The Employer agrees that it will not conclude any of the above-described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full terms hereof regardless of any change of any kind in management, location, form of business organization or ownership.

B. In the event of a consolidation, merger, sale or takeover, the Paratransit Operators covered by this Agreement shall be guaranteed geographical seniority.

ARTICLE 5 – UNION SECURITY

SECTION 1: Membership and Dues Deduction

A. Obligation to Remain Dues Paying Member:
Any employee who is a dues-paying member of Teamsters Local Union No. 542 in good standing upon the effective date of this Memorandum of Understanding and any employee who thereafter becomes a dues-paying member, shall remain a dues-paying member of Teamsters Local Union No. 542, except as provided for below:
   1. If a dues-paying member of Teamsters Local Union No. 542 does not terminate his/her payment of dues, said member shall continue as a dues-paying member for the term of this Memorandum of Understanding.

B. Termination of Membership – First Time:
Within 20 working days immediately following the effective date of this Memorandum of Understanding, any employee who is a dues-paying member of Teamsters Local

Union No. 542 shall have the right to terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to the Teamsters Local Union No. 542.

C. Termination of Membership – On-Going:
Within 10 working days immediately following the termination date of this Memorandum of Agreement or within 10 working days immediately following yearly anniversary date of any year of this Memorandum of Agreement, any dues-paying member of Teamsters Local Union No. 542 may terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to Teamsters Local Union No. 542. Teamsters Local Union No. 542 shall post notices in all Union represented buildings, as determined by this MOU, 10 working days prior to the termination of date of this MOU or 10 working days prior to the yearly anniversary date of any year, of the right of each dues-paying member of Teamsters Local Union No. 542 to terminate his/her payment of dues under this section.

D. Authorization to Deduct Dues:
During the term of this Memorandum of Agreement, NCTD shall deduct from the first monthly paycheck of each member of Teamsters Local Union No. 542 covered under this Memorandum of Agreement, who has signed an appropriate authorization of dues deduction form, as outlined by Teamsters Local Union No. 542, in accordance with Teamsters Local Union No. 542 by-laws and constitution. Teamsters Local Union No. 542 shall notify, in writing, NCTD of the dues amount to be deducted, as outlined by California State Bill 285. Teamsters Local Union No. 542 shall also give written notice to NCTD of any change in dues amount at least 30 days prior to the effective date of said change. All amounts deducted by NCTD under this article shall be remitted to Teamsters Local Union No. 542. NCTD shall also furnish to Teamsters Local Union No. 542 a list showing the name of each employee whose dues are included in the remittance and amount thereof.

SECTION 2: Delinquency

A. The Union shall notify the General Manager or designee in writing of the names of Paratransit Operators who have failed to comply with this Article.

B. If an employee fails to apply for membership or fails to maintain their membership in good standing or fails to pay fees, the Union may give the designated NCTD representative written notice of this fact. The thirty-day remedial period after the notification by the Union that an employee has not complied with this provision is to bring the employee into compliance and after the 30-day remedial period NCTD shall terminate the employment of the employee if they have not complied with this provision. This includes any employee seeking objector status and only paying fees.

SECTION 3: Hold Harmless Provision

The Union agrees to furnish any information requested by NCTD to fulfill the provisions of the Article. The Union agrees to reimburse NCTD for all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and to indemnify NCTD from any claims, demands, damages, or other liability arising out of or as a result of implementation of these provisions.

ARTICLE 6 - UNION REPRESENTATION

SECTION 1: Access to NCTD Premises

A duly authorized non-Paratransit Operator representative of the Union shall be permitted to enter the division facilities during normal business hours of NCTD in order to transact business in connection with the administration of this Agreement subject to the following conditions:

1. That the business of such representative be transacted during a Paratransit Operator's scheduled break and meal periods whenever possible and providing that there is no interruption of NCTD's business or service and no undue interference with the work of any Paratransit Operator.

2. That such representative notifies the Dispatcher on duty or designee immediately upon entering and leaving any Bus Operations facility.

3. That such representative will observe all safety and other rules of NCTD while on the premises.

SECTION 2: Stewards

A. The employer agrees to recognize Stewards as appointed by the Union. The Union will make every effort to appoint three Stewards and one Alternate per division at any one time during the life of this Agreement.

B. NCTD will, upon the Union's request, permit any Steward to leave his or her work (on his/her own time) during working hours to perform any duties in connection with any grievance or dispute involving the Union, provided that timely request is given and if a replacement is available to cover work assignments. It is understood and agreed that the Shop Steward has regular productive work to perform and that they not leave their work during work hours, except as provided above. The Stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned to them by the Union.

   If NCTD requires a steward to leave his or her work during working hours to attend to a grievance hearing, disciplinary hearing, or other NCTD-required meeting, the steward shall not lose his or her forty-hour guarantee. If NCTD requires the steward to attend to a meeting outside of his or her division (East or West) to attend to such hearings/meetings, the steward will not lose his or her hourly guarantee.

C. Shop Stewards have no authority to take strike action or any other work stoppage interrupting the Employer's business.

D. Time lost by Union Stewards/Officers for attending to grievance hearings, disciplinary hearings, and other NCTD-required meetings will not be counted against the calculation of hours to qualify for fringe benefits under the Agreement.

SECTION 3: Union Business and Meetings

NCTD shall grant unpaid union business leave to any union shop steward or executive board member, whenever possible, upon advance request from the Union Business Agent or other union officer.

SECTION 4: Bulletin Boards – Material

A. NCTD has furnished one glass enclosed bulletin board at the East Division Driver's Room and one for the West Division Driver's Room for the use of the Union. Once installed, locks, keys, and maintenance of the bulletin boards shall be the responsibility of the Union. Each bulletin board shall be no less than 3 feet x 3 feet in size.

B. Only official Union representatives, or Stewards, shall be permitted to post bulletins or notices on the board. Posting by the Union on such bulletin boards shall be confined to official union business.

C. The Union will not post on bulletin boards any controversial, offensive, or derogatory materials.

SECTION 5: Access to Training Classes

Two Stewards from each division shall be given the ability to address the trainees in each training class with a minimum of 60 minutes per training class. This will be at a mutually agreed upon time between NCTD and Union.

ARTICLE 7 - NO STRIKE – NO LOCKOUT

It is recognized that NCTD and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

During the term of this Agreement, the Grievance Procedure of this Agreement and the administrative and judicial remedies for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees, the Union and the NCTD. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. NCTD will take appropriate action to ensure the safety of employees who encounter a picket line in the course of performing their duties for the NCTD.

The Union recognizes that in the event of a work action, as described above, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. No employee who is a Union Officer or Steward shall participate in such prohibited action.

An employee who has been determined by NCTD to have violated paragraph A-C of this Article may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement, however, the issue of whether the employee actually engaged in such prohibited conduct may be grieved.

Picket Lines - It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event a Paratransit Operator refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, provided said picket line has been sanctioned by Teamsters Joint Council 42, provided, further, that at least 72 notice of such sanction must be given to the Manager of Operations.

NCTD shall institute no lockout of employees during the term of this Agreement.

ARTICLE 8 - MANAGERS' RIGHTS

Except as otherwise specifically limited by this Agreement, NCTD retains all rights to fully control all matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of an express provision of this Agreement or Handbook.

NCTD's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude NCTD from exercising the same in some other way not in conflict with the express provisions of this Agreement.

NCTD may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations, including its employee handbook, at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, NCTD will discuss the change with the Union.

The relevant portions of the Agreement between NCTD and its client under which an employee of NCTD performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon NCTD and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of said Agreement or the directives of the customer, the relevant portions of said Agreement or the customer directives shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of NCTD's Agreement to the Grievance and Arbitration provisions of this Agreement, nor shall anything in this Section be construed as granting any rights or authority to the union to negotiate any of the terms of said Agreement, this being the sole and exclusive right of NCTD.

All employees of NCTD are employed subject to the consent of NCTD's Client. Should the client's consent be denied or withdrawn, the employee must be discharged. Such discharge shall be subject to the grievance and arbitration provision. Should the employee, if then qualified to perform another job within the bargaining unit and should an opening exist at that time, the employee may be placed in that position if the client does not specify otherwise.

ARTICLE 9 - DISCIPLINE AND NCTD RULES

SECTION 1: Handbook

A. Employees will be provided with a copy of NCTD Employee Handbook. This book provides policies and procedures to all employees. In addition, this manual provides management guidelines for determining appropriate discipline when warranted.

B. NCTD maintains its management rights set forth in Article 8: Manager's Rights, including its right to implement, enforce, revise or modify NCTD policies. NCTD agrees to provide the Union with written copies of new or modified NCTD-administered policies. NCTD will provide the Union with advanced notice of new or modified policies.

C. NCTD shall not discipline an employee without just cause. However, nothing shall prevent NCTD from removing an employee from work while it conducts an investigation. All investigations will be pursuant to Section 2 and Section 3 below. After NCTD has issued discipline, the employee must serve all discipline including suspension, within 30 calendar days of the date of the disciplinary notice. Suspensions will be served at a date/time that is mutually agreed by Employee and NCTD.

D. NCTD recognizes the general concept of progressive discipline, including the following steps: documented counseling, written warnings, suspension, and discharge. It is understood that such steps will be applied on a case-by-case basis as determined by NCTD based on the seriousness and severity of the violation. However, NCTD and Union recognize that some infractions, including but not limited to dishonesty, fighting or assault in the workplace or while on duty, insubordination, violation of NCTD's Drug and Alcohol policy, failure to report an accident, incident, or moving violation, or harassment of any kind, and certain safety infractions as stated in NCTD Employee

Handbook, are of such a serious nature that they may be addressed by discharge on the first offense.

E. The affected employees will be provided a copy of all written discipline promptly.

F. It is mutually agreed that rules and regulations made by NCTD will not be in conflict with the provisions of this Agreement and the Agreement shall supersede the Employee Handbook where a conflict exists.

SECTION 2: Non-Accident Investigations

The parties understand the importance of fully investigating any incidents prior to issuing any discipline. NCTD will make every attempt to complete its investigation into any non- accident-related incidents in a timely manner. NCTD shall have ten (10) calendar days from the time NCTD is made aware of the incident to investigate a non-accident-related incident and/or issue any discipline. If the employee is put out on an administrative leave during the investigation, he or she shall be paid at the end of the investigation, if the employee is not suspended or terminated as a result of the investigation. The time limits to conclude the investigation and issue the discipline may be extended by mutual agreement between the Deputy Chief of Bus Operations, or designee and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

SECTION 3: Accident-Related Investigations

The parties understand the importance of fully investigating any accidents prior to issuing any discipline. NCTD will make every attempt to complete its investigation into an accident in a timely manner. NCTD shall have twenty (20) calendar days to investigate an accident from the time NCTD is made aware of the accident. If the driver is placed on administrative leave during the investigation they shall be on a paid status until the conclusion of the investigation. The facts related to the accident will be scheduled for review at the next Accident Review Committee (ARC) following conclusion of the investigation, if requested by the operator. Discipline shall be issued within five (5) calendar days from the Supervisor's receipt of the official notification of the decision of the ARC, unless the employee files an appeal of the ARC decision as provided in Section 8: Accident Review Committee (ARC) below. The time limits expressed in this Section may be extended by mutual agreement between the Department Manager and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

SECTION 4: Attendance Discipline

Employees shall be required to notify NCTD of any absence or tardiness no less than 30 minutes prior to their scheduled start time. Notification shall be made by telephone directly to a supervisor or designated call-in line. Text messages or emails may be used to supplement the phone call but shall not substitute for direct verbal communication.

In the event of an emergency, sudden illness, or other unforeseen circumstance that prevents timely notification, the employee shall contact NCTD as soon as reasonably possible. No employee shall be disciplined for failure to meet the thirty (30) minute notification requirement if they can demonstrate good cause or circumstances beyond their control.

For the purpose of attendance tracking and progressive discipline, up to five consecutive work days of absence for a medical condition shall be considered a single occurrence, provided the employee complies with notification procedures and supplies reasonable verification upon request. If the employee has a non-medical situation requiring multiple days off, the employee can reach out to Human Resources for permittable exceptions.

Absences protected by law, including but not limited to leave under the FMLA, CFRA, PDL, or other legally protected or contractually approved leaves, shall not be counted toward any disciplinary attendance threshold. However, employees must continue to comply with reasonable call-in or certification procedures associated with such leaves.

NCTD shall not impose discipline, including warnings, suspensions, or termination, for absences or tardiness unless it is clearly established that the employee failed to comply with this Article without good cause.

<u>SECTION 5: Safety Point Discipline</u>

NCTD Employee Handbook will continue to govern all Safety Point Discipline events with the following exceptions*:

- Preventable incidents resulting in property damage of five thousand dollars ($5,000.00) or less will be considered a minor safety incident resulting in one safety points.
- Preventable accident resulting in no property damage will result in one safety point.

*Exceptions do not apply to preventable incidents involving a pedestrian, cyclist, etc.

<u>SECTION 6: Union Representation</u>

NCTD will afford an employee his or her Weingarten rights as required.

<u>SECTION 7: Onboard GPS/Video Camera System</u>

The Union recognizes the legitimate business purpose of the GPS, Video and other technological equipment onboard buses. The Union and NCTD understand that this equipment is not to be used for surveillance and will not be reviewed without legitimate business purpose.

SECTION 8: Accident Review Committee (ARC)

A. NCTD will make the initial determination of accident preventability. A driver may choose to appeal NCTD's determination that an accident was preventable to the Accident Review Committee. The appeal must be filed within five calendar days of determination and written notification to the Employee/Union. NCTD will provide the employee with a notice to move to the ARC at the time of determination.

B. The Accident Review Committee shall decide preventability issues only and shall not determine discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to the Grievance & Arbitration Procedure of this labor agreement, however, the determination of the Accident Review Committee may not be appealed.

C. The Accident Review Committee will be made up of equal numbers of bargaining unit members and non-bargaining unit members, and one neutral party, who will be selected by NCTD and the Union. The neutral party will not be associated with NCTD or the Union. The neutral party shall be chosen from California State Mediation Conciliation Service, unless otherwise agreed to by the parties. The Accident Review Committee will consist of four persons. NCTD or Union representative who participated in the preventability investigation and issuing of preventability will not be allowed to participate in the voting process. The Union shall have the right to select the bargaining unit members. An Accident Review Committee member (NCTD and Union) who has incurred a preventable accident within the prior 12 months will not be eligible to serve on the Accident Review Committee, and an alternate must be selected. NCTD and Union may each elect to have an observer present during the proceedings.

D. The ARC is scheduled to meet as needed at the West Division Operations Building.

ARTICLE 10 - DISPUTES, GRIEVANCES AND ARBITRATION

For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by NCTD of the express terms of this Agreement.

Step 1 – Prior to filing a grievance at Step 2, the Union and/or the Employee shall meet formally with an Operations Manager to define the issue in question and to share information and joint fact-finding to resolve the issue. The maximum period allowed for the joint fact-finding is 10 calendar days after the occurrence giving rise to the grievance. If this matter remains unresolved at the end of the 10 calendar days fact-finding period, a Step 2 grievance may be filed.

Step 2 – Any grievance or dispute shall be reduced to writing setting forth the nature and circumstances of the grievance, the article and section of the Agreement alleged to be violated and the remedy sought. The Union (either on employee's behalf or the entire unit) or employee shall submit the grievance to the Director of Operations within 10 calendar days of the Step 1 meeting between the Operations Manager and the Union and/or Employee. The Director of Operations, or designee, shall convene a meeting within 10 calendar days of receipt of the written grievance. The parties agree to make every effort to settle the grievance promptly at this level. The Director of Operations, or designee, shall respond to the grievance, in writing, within 10 calendar days of such meeting to the employee and the Union.

Step 3 – If no satisfactory settlement is reached in Step 2, the grievance may be presented to the Chief Operating Officer or Deputy Chief within 10 calendar days of receipt of the written decision set forth in Step 2 above, The Chief Operating officer or Deputy Chief, or designee, shall convene a meeting within 10 calendar days. Thereafter, the Union, shall meet with the Chief Operating Officer or Deputy Chief, or designee, for the purpose of resolving the grievance. NCTD or the Union may call on other appropriate personnel to provide information which would assist in resolving the grievance. The meeting shall be held on a mutually agreeable date after receipt of the request for the meeting. The Chief Operating Officer or Deputy Chief, or designee, shall respond to the grievance, in writing, within 10 calendar days of such meeting to the employee and the Union.

Step 4 – Termination of employment: In cases of termination, the grievance immediately goes to Step 4. The grievance must be presented to the Chief People Officer or designee, within 10 calendar days of alleged grievance. A meeting shall be held on a mutually agreeable date between the Chief People Officer, or designee, other designated agency officials, the aggrieved employee and the Union.

Step 5 – For any grievance not settled in Step 3 or 4, the decision to request arbitration of the grievance must be made by the Union. The request for arbitration must be submitted in writing to the Chief Executive Officer or Deputy Chief Executive Officer, or designee, within 30 calendar days after the decision set forth in Step 3 or 4 is received. The arbitration shall be limited to consideration of those issues presented in the grievance or discussed during the first step of the grievance procedure. The Union will make a good faith effort to provide NCTD with 48-hours' advance notice of a list of the employees scheduled by the Union to attend arbitration. The parties will work together to minimize the amount of time employees acting as witnesses will spend away from the job.

After a demand for arbitration has been made, within 10 calendar days the Union shall submit a request to the State Mediation and Conciliation Service (SMCS) for a list of seven names of impartial Arbitrators in the region nearest to NCTD's premises. NCTD and the Union shall, as soon as reasonably practical following receipt of the list of Arbitrators from SMCS, alternately strike names from the list until only one name remains, and the Union shall strike first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement.

The fees and all expenses of the Arbitration (arbitrator's fees, hearing room if applicable, court reporter fees, etc.) shall be shared equally between NCTD and Union. Unless otherwise specifically agreed in advance, each party shall be responsible for costs it incurs and for the expenses of presenting its case.

The Arbitrator's decision shall be in writing and served on NCTD and Union. The decision of the Arbitrator shall be final and binding upon NCTD and the Union.

Under no circumstances shall an employee be made more than whole. Employees that are discharged and returned to work as a result of this procedure shall have interim earnings deducted from all back pay awards.

All grievances that are settled through the grievance procedure must be reduced to writing and signed or agreed to electronically by the parties. Once the grievance is considered settled, if there is a payment owed to the grievant, such payment will be made within 10 calendar days from the date of formal settlement. If the grievant is not paid within 10 calendar days, a penalty in the amount of four hours straight time for every 10 calendar days that occur after the date of the settlement will occur until the grievant is paid in accordance with the settlement terms.

It is the intent of the parties that all parties shall strictly adhere to the time limits provided. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties, which agreement shall not be unreasonably withheld by either party. In the absence of such mutual agreement to extend any of the foregoing time limits, the failure of the Union to process a grievance within the above time limits shall constitute a waiver of that particular grievance, and it shall be processed no further. Likewise, in the absence of such mutual agreement to extend any of the foregoing time limits, the failure of NCTD to respond to a grievance within the above time limits shall constitute resolution of the grievance in the Union's favor and NCTD shall implement the requested resolution accordingly.

ARTICLE 11 - PAID TIME

SECTION 1: Overtime

All job-related work performed in excess of eight or 10 hours of actual work and/or training time in one day (based on type of shift bid) shall be compensated at one and one-half times the regular hourly rate of pay for all Paratransit Operators represented in this bargaining unit, regardless of classification. NCTD agrees to be in full compliance with the applicable law of the State of California.

Employees working a five-day schedule will be paid one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and

Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. Employees working a four-day schedule will be paid one and one-half times the employee's regular rate of pay for all hours worked in excess of 10 hours in any workday, along with the other overtime rules stated above.

SECTION 2: Minimum Guarantee

All regular full-time Paratransit Operators shall be guaranteed a minimum of 40 hours of work time each week.

SECTION 3: Extra Work (Voluntary Call Back (VCB)

A. Paratransit Operators may remove themselves from VCB for a particular day by notifying dispatch in person or by phone no less than 12 hours prior to the mark up for that date. This action must be done in writing at the time of the notice or no later than the Operator's next scheduled work day if done by phone.

B. Paratransit Operators must call in sick by noon prior to mark-up on the day prior to their assigned run or be subject to the Attendance Policy.

C. Paratransit Operators on VCB shall have a minimum of eight hours between the completion of a run on one day and the start of a run the following day.

D. Paratransit Operators who volunteer for VCB on their regularly scheduled day off will have the option to decline any work that is less than five hours of total pay. Dispatch will not assign work that is less than five hours to a VCB volunteer without confirmation.

E. A two-hour minimum call-in pay applies to job related training and indoctrination sessions. Such call-in pay applies when the Paratransit Operator is required to attend training if the employee is required to report to the facility outside of the employee's regular working hours. It shall not apply when the training is voluntary.

F. In the event training is required of all Paratransit Operators covered by this Agreement due to a system-wide introduction of new technology, equipment or fixed bus route changes of more than 25% of existing routes, the two hour minimum call-in pay shall not apply. NCTD shall inform the Union of such introduction prior to scheduling of the required training.

SECTION 4: Cross Utilization of Breeze, Lift/Flex Drivers

NCTD may cross-utilize employees when operational demand exceeds available staffing. Operators shall possess all qualifications required for assignment to perform work outside their normal assignment. Qualifications shall be determined by the NCTD.

Operators will be eligible for assignment as follows:

A. In the event that the voluntary call back (VCB) list has been exhausted for Fixed Route or Paratransit operations, qualified Operators will be permitted to sign up for extra work on a Joint VCB.

B. Drivers from this Joint VCB will be eligible for work on the service for which the extra work exists.

C. Assignment of work for Operators who sign up for extra work will be made on the basis of seniority amongst the qualified Operators who sign up on a rotational basis.

D. Sign up for extra work on the Joint VCB shall be on a voluntary basis.

E. Paratransit Operators may remove themselves from VCB for a particular day by notifying dispatch in person or by phone no less than 12 hours prior to the mark up for that date. This action must be done in writing at the time of the notice or no later than the Operator's next scheduled work day if done by phone.

F. Paratransit Operators must call in sick by noon prior to mark-up on the day prior to their assigned run or be subject to the Attendance Policy.

G. Paratransit Operators on VCB shall have a minimum of eight hours between the completion of a run on one day and the start of a run the following day.

H. Paratransit Operators who volunteer for VCB on their regularly scheduled day off will have the option to decline any work that is less than five hours of total pay. Dispatch will not assign work that is less than five hours to a VCB volunteer without confirmation.

Drivers shall be compensated at the applicable wage rate, for their years of seniority, in the CBA for the service for which the work is being performed, plus any overtime when performing work on another service.

If any employee "more senior" to those who are performing the work wish to exercise their seniority to volunteer on the "Joint VCB" list NCTD agrees to expedite the required training for those individuals in seniority order.

SECTION 5: Payroll Mistakes

In the event of a payroll error of $40.00 or more, NCTD shall correct the error and pay the operator (if it is determined the error results that the employee is short pay). Payment will be made via direct deposit (on the next paycheck) or hard check (within three business days) once the mistake has been brought to the attention of management and payment type decided by Paratransit Operator. Should an error be deemed significant, resulting in fees/ surcharges to the employee they can file a request to have those reimbursed pending approval from Payroll/HR.

SECTION 6: DMV Errors

Loss of work time due to DMV error: Upon receipt by NCTD of a "Pull Notice" regarding an invalid license/VTT, NCTD will attempt to notify the Paratransit Operator before they are to report for duty to allow the Paratransit Operator sufficient time to visit the DMV office so he/she can correct the problem. A change of assignment for the day will be offered if it is available, or the Operator will be allowed to use accumulated PTO for the day. In the case that it is NCTD error the Paratransit Operator will suffer no loss of wages until the problem is corrected.

ARTICLE 12 - PAID TIME OFF (PTO)

SECTION 1: PTO Accrual and Eligibility

A. Accrual Rate

All permanent full-time Paratransit Operators shall be authorized and granted paid time off (PTO) on their annual anniversary date.

Years of Service	Annual PTO Allotment
Awarded at start of service	40
Awarded after completion of 12 months of service	80
Awarded after completion of 24 months of service	120
Awarded after completion of 60 months of service	184
Awarded after completion of 96 months of service	224
Awarded after completion of 120 months of service	240
Employees currently at will be grandfathered	264

B. PTO Eligibility

If an employee does not reach the threshold of 1700 compensable hours, the prorated amount is based on 2080 hours for the next year's PTO.

The PTO year shall be structured on a calendar year basis from January through December. When an employee accrues additional PTO, hours based on his or her years of service (subject to the table above), the employee will be eligible to bid a PTO schedule for the additional accrued hours relative to the employee's anniversary date. The employee must bid the PTO hours in the December prior to the PTO year subject to Section 2 of this Article. For example, if an employee's anniversary date is April 15th and he or she will have completed 4 years of service on that date, in the December bid the employee may bid up to 120 hours of PTO time prior to April 15th, and 56 hours after April 15th through December of the next year, or may bid the entire 176 hours from April 15th through December.

Furthermore, all employees that are scheduled to receive additional PTO time on their anniversary date based on years of service will receive the additional PTO time on their anniversary date.

SECTION 2: Scheduling PTO

A minimum of two PTO slots shall be assigned each week by the NCTD. PTO slots will be posted and bid in classification seniority order during the first 2 weeks of December of each year for the following year. The Annual PTO bid results will remain posted and updated throughout the year.

December 2025 employees will be allowed to bid their full allotment for the 2026 calendar year. They will be allowed to bid their full allotment with the understanding that half will be paid and the other half unpaid (the Operator will decide which is to be paid at the time they submit their bid).

All-Full time Paratransit Operators with less than four years of service must bid and take at least one week consisting of consecutive days' PTO per year. Any operator who has been out sick, injured or on a personal leave of absence for more than 30 consecutive days is exempt from the one-week requirement.

All Full-Time Paratransit Operators with more than four years of service must bid and take at least two weeks of consecutive days' PTO per year.

A member of management and a member of the Union in each division shall conduct the PTO bidding process. After the annual system wide PTO bid is complete, Paratransit Operators may submit a bid of up to one week of PTO time in smaller increments of less than one week. Bids will be awarded based on seniority up to the maximum available open slots.

A. Any Paratransit Operator who is off duty because of sickness for a period of 30 days or more and whose scheduled PTO falls during the time of their absence may either take their PTO pay as scheduled in lieu of PTO or may reschedule their PTO for a mutually agreeable time.

SECTION 3: One Day PTO

A. There will be one single-day slots available per day for PTO requests. Single-day PTO slots may be requested up to 60 days in advance, but no less than 24 hours in advance.

B. A Paratransit Operator must submit a time off request for a one day PTO at least 24 hours prior to the requested day off. It is understood it is the responsibility of the Paratransit Operator to obtain written approval from a dispatcher prior to taking the day off. These requests will be awarded based on operational needs and Classification seniority.

SECTION 4: PTO Cancellations/Openings

A. At any time during the year a Paratransit Operator with management approval, can cancel their PTO provided that two weeks' notice is given. Management's approval will be dependent upon the circumstances surrounding the request, the current staffing situation and any other factors that affect NCTD's operation.
B. Operators who are approved to cancel their PTO dates shall be permitted to bump back into their work.

C. Open and vacated PTO slots will be posted by each appropriate division, at least 30 days prior to the beginning of the subject PTO period. Any Paratransit Operator in that department with PTO time on the books may bid a posted PTO slot. Requests must be in writing and submitted to the dispatcher, no later than midnight, three business days from posting. (E.g., slots posted at any time on Sunday must be requested by midnight on Wednesday). In cases where there are more requests than slots, seniority will prevail.

SECTION 5: Holiday During PTO

In the event that one of the paid holidays stated in Article 13 should occur while a Paratransit Operator is on PTO, the Paratransit Operator shall receive eight hours holiday paid at the straight time rate.

SECTION 6: Sick During PTO

Any Paratransit Operator who falls sick with a serious health condition prior to going on a scheduled PTO period that extends into their PTO may cancel their PTO.

SECTION 7: PTO Cash Out

Any operator with more than one (1) year of service may elect, in lieu of taking PTO, to "buy back" PTO/Personal Leave time, providing at least one week of PTO/Personal Leave is taken as noted in SECTION 2, Paragraph A. Buy back allowance is as follows:

Operators with 1-2 years of service -	up to 40 hours	per quarterly pay period below
Operators with 3-4 years of service -	up to 80 hours	per quarterly pay period below
Operators with 5+ years of service -	up to 120 hours	per quarterly pay period below

Buy back of PTO time may be elected during the first pay period in March, June, September and December each year providing such PTO hours are available, Or employees may alternately cash out PTO in accordance with the NCTD Cash Out Policy. A cash-out request form must be filled out at least two (2) weeks prior to each quarterly pay period listed above.

All unused PTO will be cashed out annually on the last pay period of December prior to the award of new PTO hours.

SECTION 8: PTO Pay

PTO pay will be paid at the current rate of pay of the operator at the time of the or buy back. In calculating hours worked for determination of overtime PTO hours are not included.

SECTION 9: PTO Relief Bid

A. A separate PTO relief bid will be held during each shake-up bid to cover work vacancies due to bid/approved PTO leave.
B. All regular Extra Board operators will be eligible to bid on PTO relief work.
C. Once all PTO slots have been covered, all remaining Extra Board operators will be assigned extra board coverage during the hours of their bided Extra Board assignment.
D. The final PTO slot coverage schedule will be posted
E. An operator who cancels their approved PTO at least two weeks prior to the start of the PTO leave shall be permitted to bump back into their bided work.
F. An operator who cancels their approved PTO with less than two weeks' notice prior to the start of their PTO leave shall be placed on extra board for the week.
G. PTO relief operators who are bumped by operators cancelling their PTO will be assigned an extra board shift with the same days off and start times as the previously bided PTO relief bid.

ARTICLE 13 – HOLIDAYS

SECTION 1: Holidays

A. Seven Paid Holidays

New Year's Day

Independence Day

Memorial Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas

B. It is understood that to be eligible for any of the above holidays, the Paratransit Operator must have worked their regular scheduled work day preceding the holiday, and the regular scheduled work day following the holiday, unless the Paratransit Operator obtains permission from NCTD which will necessitate their working the preceding *or* following scheduled work day, or if the Paratransit Operator was absent due to illness or injury, as certified by a doctor. NCTD may, at its option, elect not to require such proof. If the employee has been previously granted intermittent FMLA, use of such allotted time will be considered certified by a doctor for the purpose of this section as long as falls within the parameters of their FMLA leave.

C. Those who work on above listed Holidays will be paid the appropriate rate of pay in addition to the eight hours of Holiday pay as set out in subsection B. above. The principle of no pyramiding will govern all payments under this Article. However, the operator will be paid the hours worked or spread provisions, whichever is greater.

D. Paratransit Operators who are scheduled to work a holiday and who call in sick shall be eligible for PTO on that day but will not be eligible for holiday pay.

E. Holiday pay for those Paratransit Operators working a four day 10 hour schedule shall be calculated as follows:

1. When a holiday falls on the Paratransit Operator's regularly scheduled day of work, and they are not required to work on that day, and their regularly scheduled work consists of four 10 hour days, they shall be paid as holiday pay, 10 hours pay on that day, such hours are included in the guaranteed hours.

2. When a holiday falls on a Paratransit Operator's regularly scheduled day of work and the Paratransit Operator works on that day, they shall be paid as holiday pay; eight hours pay for that day.

3. When a holiday falls on a day other than a Paratransit Operator's regularly scheduled day of work, and they do not work, they shall receive holiday pay of eight hours. In such event, the Paratransit Operator may be paid up to 48 hours of straight-time for the week.

SECTION 3: Holiday Pay Rate

Holiday pay will be paid at the current rate of pay of the operator at the time of the holiday. In calculating hours worked for determination of overtime holiday hours are not included.

ARTICLE 14 – DEMOCRATIC REPUBLICAN INDEPENDENT VOTERS EDUCATION (D.R.I.V.E)

Authorization and Deduction:

NCTD agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify NCTD of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. NCTD shall transmit to D.R.I.V.E. Joint Council of Teamsters No. 42, on a monthly basis, in one check, the amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's check.

ARTICLE 15 - JURY DUTY AND COURT APPEARANCES

SECTION 1:

Paratransit Operators who are called for jury duty shall notify and present the summons to Dispatch as soon as possible. Dispatch will remove the operator from his or her scheduled work until released by the court. NCTD shall compensate the operator up to 40 hours maximum per year for the service of jury duty. An employee must fill out a time-off request form and provide court approved paperwork that has been verified via time stamp in order to be approved for jury duty pay.

SECTION 2:

Any Operator required to appear in court by NCTD during off-duty hours will be paid the appropriate hourly rate for the hours spent in court, and reasonable expense accrued for travel to and from court.

ARTICLE 16 - PHYSICAL EXAMINATIONS

NCTD shall pay for all DOT physical examinations performed by NCTD's chosen medical professional. All initial physical exams must be performed by NCTD's chosen medical professional. Renewal physicals may be performed by the employee's personal DOT certified medical professional, provided all expenses are paid by the employee and NCTD receives proof of DOT exam certification. The employee shall pay the cost of all referrals.

Any time an employee is required to perform any DOT required testing (i.e., Sleep Apnea, blood pressure, vision etc...) will not result in the issuing of attendance points. The employee must provide documentation from a certified medical professional.

ARTICLE 17 - REIMBURSEMENT FOR THEFT/ASSAULT

NCTD agrees to reimburse Paratransit Operators up to a maximum of $250.00 in the event of the theft or assault resulting in the loss of individual property. Evidence of such theft must be presented or clear through NCTD video for payment.

ARTICLE 18 - UNIFORMS

A. Each Paratransit Operator shall receive a $250.00 uniform voucher (2025) / $300.00 uniform voucher (2028) (store credit) during the first full pay period of January each year.
B. NCTD will provide new hires five shirts, five pants/shorts, two belts and appropriate jacket.
C. The voucher shall be used to purchase uniform items required by the District's Uniform Policy, including but not limited to:
   - Shirts, pants, jackets, hats, belts and shoes
D. Unused voucher amounts do not carry over to the following year.
E. Operators may elect to purchase additional items at their own expense beyond the voucher total.
F. Union apparel will be allowed to be worn with either pins or patches worn in compliance with NCTD's Uniform Policy.
G. Weather appropriate gear will be provided by NCTD and replaced every three years unless approved sooner by management in certain cases. This includes necessary jackets or footwear.

ARTICLE 19 - TIME ALLOWANCES

SECTION 1: Preparatory Time

A. All operators will be allowed a minimum of 15 minutes preparatory time for the purpose of getting equipment ready for pulling out. Operators will be allowed three minutes preparation time on relief runs.

B. Preparatory time shall be considered as work time and made a part of the run.

SECTION 2: Travel Time

No operator will be required to be assigned on a daily basis away from his/her home terminal without travel time to and from his/her terminal. This time shall be 45 minutes prior to sign on time and 45 minutes after sign-off time.

Any Paratransit Operator, who is on transitional duty, will be allowed to work their schedule shift in their home division.

ARTICLE 20 - MEAL AND REST PERIODS

SECTION 1: Rest Periods

Every employee shall be entitled to take a 10-minute net rest period during each four hour block of work or major fraction thereof during the course of the employee’s shift, which shall be paid time. The rest period may include periods when the employee is on his/her route, but the employee is not required to operate or remain in the vehicle. If NCTD prohibits the employee from taking such rest period(s) during the course of the employee's shift, the employee shall be entitled to be paid for one hour at that employee's regular hourly rate of pay, provided that any claim or the denied rest period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was denied.

SECTION 2: Meal Periods

Every employee who is scheduled for and works a work period of more than six hours shall be provided with a 30-minute meal period beginning before or at the commencement of the fifth straight hour of the work period. If the employee is scheduled for and works a work period in excess of 12 hours, the employee shall be entitled to a second 30-minute meal period. The meal period(s) shall be unpaid unless it is an "on duty" meal period. The Union hereby agrees on behalf of the employees in the bargaining unit that an "on duty" meal period shall be permitted only when the requirements of NCTD’s operations do not allow the employee to be relieved of all duty during the meal period; provided that the Union or an employee may revoke such agreement, in writing, at any time. If NCTD does not provide an employee with the meal period specified herein, the employee shall be entitled to be paid for one hour at that employee's regular hourly rate of pay, provided that any claim for the denied meal period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the meal period was denied.

SECTION 3:

Any dispute concerning the taking of rest periods and/or meal periods, or lack thereof, is subject to the grievance and arbitration procedure.

ARTICLE 21 - LEAVE OF ABSENCE

SECTION 1: Personal Leave

NCTD may grant a personal leave of absence without pay, due to extenuating circumstances, to full-time employees who have completed at least six months of continuous employment. A personal leave may be granted for employees with under six months of employment on a case-by-case basis at management's discretion. A personal leave of absence is defined as a 30-calendar day period, agreed upon and approved by the Deputy General Manager or his designee. The employee is removed from payroll but maintained as an employee for the duration of the leave. Failure to return from a leave on the date approved and scheduled for return to work will be considered a voluntary resignation.

SECTION 2: Family and Medical Leave Act

NCTD will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA. The employee will be eligible to use available PTO for any qualified FMLA leave. Employees who otherwise qualify for FMLA must immediately apply for FMLA benefits upon transitioning to employment with NCTD. It will be assumed that all employees worked the required minimum hours to qualify for FMLA benefits upon hire.

The Employee shall not be required to utilize any accrued Paid Time Off concurrent with the CFRA/FMLA leave pursuant to 29 C.F.R. § 825.207. Should an employee elect to use unpaid time, it will be marked as FMLA-Unpaid and those hours will count toward the calculation of guarantee time.

SECTION 3: Military Leave

NCTD will comply with the provisions of the Uniform Services Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

SECTION 4: Written Requests

A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the NCTD.

SECTION 5: Requests for Leave

Requests for leaves of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence for FMLA and Military leave purposes, however, time spent on leave of absence shall be without pay.

SECTION 6: Union Leave of Absence:

A Union member elected or appointed to serve as a full-time Local Union official shall not be unreasonably denied a leave of absence during the period of such employment. An employee placed on such a leave of absence will not receive any pay or benefits by NCTD during the period of leave. The employee will retain his/her seniority rights during the leave period.

ARTICLE 22 - FUNERAL LEAVE

If death occurs among members of an employee’s immediate family (spouse, domestic partner, child, stepchild, dependent child of domestic partner, mother, stepmother, father, stepfather, brother, stepbrother, sister or stepsister) the employee shall be granted leave with pay for a maximum of five consecutive workdays for the purpose of attending to matter related to the death. An employee shall be granted leave with pay for a maximum of three consecutive workdays for the purpose of attending to matters related to the death of an employee’s mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren and the employee’s or spouse’s grandparents.

Verification of death may be required by NCTD. Such verification shall be in the form of a published funeral notice, obituary, or similar.

ARTICLE 23 - HEALTH AND WELFARE

SECTION 1: Eligibility

Employees shall be eligible for the CALPERS Health & Welfare Benefit (if they will be appointed to a job that will last at least six months and one day and they work at least half time (see Eligibility & Enrollment (Active Members) | CalPERS) or any future Health & Welfare benefit program offered to employees by NCTD assuming eligibility requirements are met. Coverage shall begin the first day of the month following day of hire.

The District shall provide comprehensive **medical, dental, and vision insurance** coverage to all Paratransit Operators and their eligible dependents. Employees shall be offered at least one **HMO** and one **PPO** option for medical coverage if available, along with:

- Dental PPO and DMO options (if available)
- Vision plan (e.g., VSP or equivalent)
- Prescription drug coverage

SECTION 2: Premium Sharing

Employee contributions for premiums shall not exceed the following percentages:

Coverage Tier	Employee Share (Max)
Employee Only	17%
Employee + One	20%
Employee + Family	20%

SECTION 3: Life Insurance and AD&D

The District shall provide at no cost to the employee:

- A $50,000.00 life and accidental death/dismemberment (AD&D) policy

Additional voluntary coverage may be purchased at group rates through payroll deduction.

SECTION 4: Flexible Spending Accounts (FSA)

Employees shall be eligible to participate in pre-tax **Health FSA** and **Dependent Care FSA** plans, consistent with IRS regulations.

Healthcare Reopener: Should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law, and/or the plan administrator modifies the terms of the plan(s), the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plan(s) and/or other aspects of Article 23. The plans and contributions stated in the Article shall remain compliant with the ACA, if applicable, throughout the term of this Agreement.

Opt-Out: In order to comply with the affordability requirements contained in the Patient Protection and Affordable Care Act, or current applicable law. Current employees receiving cash in lieu of benefits shall receive a “Cost Offset” payment in the amount of $350.00 less statutory deductions will be grandfathered as such.

ARTICLE 24 – CALPERS RETIREMENT SYSTEM AND 457(b) Plan

CalPERS Retirement System: Employees shall participate in the CALPERS retirement system. Employees hired on or after January 9, 2022, who are not members of CalPERS (or a reciprocal system) at the time of hire or have had a break in service greater than six months from a CalPERS agency, will receive the 1.5% at 65 years pension benefit formula and ae subject to other provisions as described in the Public Employee Pension Reform Act of 2013. NCTD and employees in this tier are each responsible for paying half of the normal costs of the CalPERS retirement benefit. The contribution rate is currently set at 4.75 percent of salary and is subject to change by CalPERS. To be eligible for service retirement, the employee must have at least five years of CalPERS - credited service.

Deferred Compensation 457(b) Plan: NCTD offers a 457(b) Deferred Compensation plan for its eligible employees. Employees have the opportunity to enroll in the 457 Deferred Compensation program, in accordance with the provisions of NCTD’s 457-Deferred Compensation Plan Document (Plan Document). NC TD matches employee deferrals into the 457 Deferred compensation plan, by contributing into a 401 (a) account on behalf of the respective employee. For each plan year, NCTD shall contribute a matching contribution in an amount equal to 50% of the participating employee’s salary deferrals under the 457(b) deferred compensation plan up to a maximum of 8% of the employee’s compensation. Therefore, matching contributions shall not exceed 4% of the employee’s compensation. Employees are vested in NCTD contributions to the 401(a) over a three-year period.

ARTICLE 25 - PROBATION

An employee shall be on probation for the first 90 calendar days from the date the employee enters revenue service.

The probationary period shall constitute a trial period during which NCTD will determine the employee’s ability, competency, fitness and other qualifications needed to do his or her required job. However, NCTD has the right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.

Dispute, Grievance and Arbitration, shall apply to probationary Paratransit Operators in matters of alleged violations of specific provisions of this Agreement. However, NCTD shall have the right to discharge without cause any Paratransit Operator during the first ninety days of employment if said Paratransit Operator is not satisfactory to the NCTD. Such discharge shall not be subject to Article 10 Disputes, Grievances, and Arbitration.

ARTICLE 26 - SENIORITY

SECTION 1: General

A. Seniority, within the meaning of this Agreement, may be NCTD, or Classification seniority.

B. NCTD seniority shall mean the length of continuous active service within the NCTD.

C. Classification seniority shall mean the length of continuous active employment within a specific job classification covered under this Agreement; part-time Paratransit Operators are a separate job classification for the purposes of seniority. Classification seniority will be used for the purposes of bidding, assigning work, bidding, time off or any other purpose which is based off location seniority.

D. If a current full-time Paratransit Operator is approved to revert to part-time, his/her NCTD seniority will be used to determine seniority within the part-time classification.

E. Any NCTD Employee who transfers into the bargaining unit from another Division within the NCTD, shall retain his/her NCTD seniority for the purpose of wages and benefits, but shall be placed at the bottom of the classification seniority list for the purpose of layoff, rehire, bid, selection of PTO and transfers.

SECTION 2: NCTD Seniority Roster

NCTD shall maintain a seniority roster of all Paratransit Operators. A Paratransit Operator's seniority date will be the most recent date of hire/transfer with the NCTD. When several Paratransit Operators have the same seniority date, the most senior Paratransit Operator will be determined by lot.

SECTION 3: Seniority Rank

Seniority date of Paratransit Operators shall appear opposite their name on said roster, those with the latest seniority dates appearing lowest on the roster.

SECTION 4: Posting of Seniority Rosters

A. NCTD seniority rosters will be posted at least once every three months, with a copy to the Union.

B. The seniority roster will be posted and will be subject to protest for a period of 30 calendar days from the date of posting. Upon presentation of proof of error by a Paratransit Operator or the Union within such 30-calendar day period, such error will be corrected. If no protest is made by a Paratransit Operator within the 30 calendar days after the date his name first appears on the seniority roster, such date will be considered his correct seniority date and will not be subject to further protest, except for typographical errors. Otherwise, no change in the seniority roster will thereafter be made, except by agreement between NCTD and the Union.

C. NCTD shall furnish the Union with a seniority roster upon request, but no more than twice each quarter.

SECTION 5: Reduction in Force

When necessary to reduce forces, reduction will be made by classification in least classification seniority. Paratransit Operators who are affected by a layoff may exercise their NCTD seniority to displace the most junior employee in any classification in any position for which the senior Paratransit Operator is qualified.

SECTION 6: Recalls from Layoff

Paratransit Operators on layoff will be recalled to work in the order of their seniority. To be eligible for recall, Paratransit Operators on layoff must keep NCTD informed of their current address.

NCTD's obligation to offer recall shall be fulfilled by mailing notices by Certified Mail to the most recent address supplied by the Paratransit Operators on layoff. A Paratransit Operator on layoff must notify NCTD within seven business days after such recall offer has been received at the address of record and report for work within seven business days after that date.

SECTION 7: Removal from Seniority Roster

Seniority shall be broken and a Paratransit Operator removed from NCTD seniority roster under the following circumstances:

A. Discharge;
B. Resignation or other termination of service by voluntary act of the employee;

C. Layoff of 12 months or the period of time equal to the employee's length of service, whichever is less;
D. Failure to return from layoff as instructed in NCTD's recall notice;
E. Failure to report to work for three consecutive workdays without properly notifying the NCTD.

SECTION 8: Promotion outside Bargaining Unit

A Paratransit Operator promoted or transferred to a position outside the bargaining unit with NCTD shall retain his or her NCTD seniority, and continue to accumulate seniority in these areas for a period of three months after promotion, which seniority will be utilized if NCTD returns the Paratransit Operator, or the Paratransit Operator voluntarily agrees to go back to the bargaining unit within that three month period.

SECTION 9: Promotion or Transfer inside Bargaining Unit

A Paratransit Operator promoted or transferred to a position within the bargaining unit shall retain his or her bargaining unit and classification seniority, and continue to accumulate seniority in these areas for a period of three months after promotion or transfer, which seniority will be utilized if NCTD returns the Paratransit Operator or the Paratransit Operator voluntarily agrees to go back to their position within the three month period. After three months, if the Paratransit Operator satisfactorily completes the period in the new position, he/she shall become permanent and the classification seniority date for that position shall be the day the Paratransit Operator first began work in the position after promotion or transfer.

SECTION 10: Non-Bargaining Unit Work

Bargaining unit employees are not to be used to do non-bargaining unit work not covered under this Agreement. Should an urgent business need arise, or a special event occur, employees may be called upon to perform tasks that they do not normally perform. NCTD agrees to notify the union when any such task performance is required.

Non-bargaining unit employees will not be called upon to work until NCTD has exhausted all Union personnel. A call sheet will be kept with date, time and phone number(s) called for all Union employees NCTD contacted before using non-bargaining unit employees to do any Union work.

ARTICLE 27 - REVENUE EQUIPMENT

All revenue equipment owned by the District/NCTD and operated by NCTD Paratransit Operators shall be staffed by qualified bargaining unit members while in revenue service.

The NCTD, through its supervisors, dispatchers and managers, will attempt to their best ability to assign all open work to available Paratransit Operators. In the event that such attempt exhausts all available Paratransit Operators NCTD may utilize other non-bargaining unit employees in order to meet service requirements. NCTD will replace any such non-bargaining unit personnel as soon as bargaining unit employee(s) become available.

ARTICLE 28 - WORK ASSIGNMENTS

SECTION 1: Straight Runs and Split Runs

A. A work run will be classified as a complete daily piece of work. Regular work runs will be classified as straight and split.

B. A full-time straight run is a run consisting of one or more pieces that is computed on a continuous time basis which is worked four or five days per week with two or three days off. Between two consecutive pieces, any scheduled interval of one and one half hour or less shall be paid. NCTD acknowledges the desirability of maximizing the number of straight runs.

C. A split run is a run consisting of more than one piece that is not computed on a continuous time basis. Such runs will be split only once without payment of continuous pay (except as noted in B above).

D. An assignment shall be defined as a combination of work runs and days off covering a calendar week.

E. The time of a run shall commence with the initial sign-on and continue to the sign-off of each piece of the run, except as provided in section 1. B.

F. Operators will not be required to work before or after their regular assignments except in emergency situations, which includes continuing in service until properly relieved.

G. In establishing regular assignments NCTD will strive to provide the best working conditions consistently possible while meeting service requirements. For all employees who are entitled to a weekly 40-hour guarantee, work assignments will consist of 40 hours per week, or as close to 40 hours per week as feasible. All remaining pieces of work which cannot be structured into 40-hour per week assignments will remain unassigned and filled daily through the Extra Board and Extra Work processes, or with part-time work as defined in this Article. The Union may submit scheduling issues pursuant to this Article. Final decision of a scheduling matter will rest with the NCTD.

H. Splits will be limited to 30% system wide.

ARTICLE 29 - CHOICE OF WORK ASSIGNMENTS

SECTION 1: Choice of Assignments
Bidding will be on a classification seniority basis.

SECTION 2: Shake-Ups and Posting of Bids

A. Shake-ups will be held approximately four times a year, to be effective January, April, July and October of each year.

B. The bid will be displayed or posted at least 10 calendar days prior to the day of bidding to allow operators an opportunity to review all work assignments.

C. NCTD will meet with the Union representatives a minimum of 10 business days prior to the posting of the bid to review the bid packets and seniority rosters. Once both sides have agreed with the bid packets and seniority rosters NCTD will immediately make available a digital copy of the bid materials including the bid paddles to the Union Stewards in order to conduct the bid.

D. NCTD agrees to continue to compensate the bid committee for conducting the bid.

E. A new service change shall commence no less than 15 business days from the conclusion of the bid process, unless mutually agreed by both Union and the NCTD.

F. For each shake-up bid, a separate bid will be held for PTO hold-downs to cover available work due to the yearly PTO bid.

G. PTO hold downs will be bid and awarded to eligible operators according to their bid seniority.

H. The PTO bid will be held jointly between NCTD and the Union with results posted no later than 15 days prior to the commencement of the new schedule.

SECTION 3: Proxy Bid

A. Paratransit Operators who are on an assigned run on bid days must fill out IN TRIPLICATE a list of at least 30 bid choices in order of their preference. These lists must be signed and turned in to their current Division Dispatcher no later than 2:00pm on the last business day prior to their bid date. Operators working Extra Board on the day of the bid must submit a proxy prior to going out on their run, if they have not already bid.

(1) NCTD Representative accepting the proxy list shall place her/his signature, date and time of acceptance on each copy of the proxy bid. NCTD Representative shall retain the original, place one copy in the locked box provided by the Union and return one copy to the Paratransit Operator. Except in cases of emergency, lists received after this deadline are not valid and will not be accepted. All proxy bids are final upon receipt and can only be overridden if a personal appearance is made by the affected Paratransit Operator at the shake-up at the designated time of bidding.

B. A member of management and a Union Representative will meet on the day prior to the bid to ensure both parties have all applicable proxy bids. If any discrepancy is noted, the Paratransit Operator involved shall be contacted by the Union and the discrepancy corrected. In the event the Union Representatives fails to, or is unable to, contact the Paratransit Operator, the original proxy bid shall be used in making any determination as to the intent of the Paratransit Operator.

C. Paratransit Operators who have a sign-on time after the commencement of the bid and who will not have been regularly relieved or have not had their run end before their bid time, shall submit, at sign-on time, a proxy bid. A copy of the updated list MUST be presented to a Union Representative conducting the bid.

D. A Paratransit Operator who fails to report within five minutes of their bid appointment time and fails to submit a proxy bid will be considered a “non-bid” operator. Non-bid operators will be passed. His/her name will be placed at the end of the Paratransit Operator bid list for that day. After the regular bid for that day, non-bid operators will be assigned to a bid. Past work patterns will be taken into consideration, and a similar run will be assigned, if possible. If no similar runs are available, assignment will be made by bid number, lowest to highest (if bids 101 and 105 are open, 101 will be assigned first).

E. All Paratransit Operators must make a bid either in person at their designated bid time or by proxy. The Dispatcher will not accept a proxy bid unless it is properly filled out.

SECTION 4: Identification and Duty Operators Relieved

A. On the day of the bid, if a Paratransit Operator's proxy selections are exhausted when he/she is to bid, the Union and NCTD’s representative shall attempt to contact the Paratransit Operator to allow him/her to select a bid. If the Paratransit Operator is on duty, he/she shall telephone his/her bid into the Dispatcher on the special Dispatcher line or call by NCTD radio. In extreme circumstances an exception to the above rule may be mutually agreed to between the Union Representative and NCTD representative.

B. Operators not on duty at the actual time they bid will not be paid for their appearance on bidding day.

C. The bid will be conducted over a one-day period for full-time operators (day 1 will be on a Sunday).

SECTION 5: Change of Bid Work Run

In the event a run is changed as a result of an unforeseen event, the operator shall be paid the paid time as a result of the change, or as bid, whichever is greater. NCTD will make an effort to accommodate the needs of an operator who can demonstrate a special personal hardship resulting from such change based on the needs of the operation.

SECTION 6: Work Trades

Employees can trade shifts within the same work week. For the trade to be approved, it must be done within the same work week and must be approved by NCTD at least 48 hours in advance. The trade must not interfere with either operator's regular assignment and/or exceed the legal drive time.

ARTICLE 30 - VOLUNTARY CALL BACK (VCB)

SECTION 1: General

Operators may complete NCTD's form to volunteer for open work assignments that may become available within their division on the Operator's scheduled day(s) off. Voluntary Call Back (VCB) forms may be filled out at the time of the bid and shall be in effect only for the duration of the current bid period (i.e., Shake Up period). The initial priority listing shall be on classification seniority basis. In addition, Operators desiring to be placed on the VCB list after the bid process must submit their request in writing by Friday at noon in order to be considered for the VCB list for the following calendar week. Operators adding themselves to the VCB list shall be placed at the bottom of the initial list in order of submission.

Operators desiring to decline from the VCB list for his/her day(s) off must submit their request in writing at least 12 hours in advance of the mark up. When a written request is not feasible a decline request may be called in at least 12 hours in advance of mark up with the written form turned in as soon as possible. Operators desiring to withdraw from the VCB list must submit such request in writing at least 24 hours in advance of the mark up.

SECTION 2: Work Assignments

Operators requesting VCB assignments are responsible for checking assignments to determine if work has been assigned to them for the following day. Operators shall check the VCB list or may phone into Dispatch to check on their assignments. The VCB list shall be posted in the Dispatch area after markup.

Daily VCB assignments shall start with the first Operator listed after the last Operator who worked as of mark up. Work assignments shall be made on an operator first-up, first-out work assignment basis. An Operator who cannot work an assignment due to hours of work restrictions shall remain in that rotation but shall be the next Operator called should the VCB become available after mark up and hours of work restrictions do not apply. Rotation of the VCB list shall occur only when the VCB list is not exhausted.

SECTION 3: Mandatory Call Back

After all extra work volunteers have been exhausted, in order to cover any remaining work, Dispatch will seek additional available volunteers. If after the extra board, the VCB list, and all reasonable attempts at obtaining volunteers to cover open work are exhausted, NCTD may assign work that remains open in reverse seniority order.

ARTICLE 31 - EXTRA BOARD

At the general bid NCTD will post Extra Board positions for each division which may be selected by operators according to seniority. All Extra Board assignments will have two consecutive days off. Operators hired after the general bid may be placed on the Extra Board by NCTD until the new operator has an opportunity to bid. Except as provided elsewhere in this agreement, work assignments that are not bid, vacated work, absences, openings due to leaves of absence, protection work or other unassigned open work, shall be worked by Extra Board operators. Each operator who selects Extra Board will also designate their preferred daily bid slot for each of their work days. Daily bid assignments of Extra Board work will follow the bid slots in numerical order. The Extra Board list shall be posted in the dispatch area after markup.

Assignments of one calendar week or longer that are available to the Extra Board, including PTO weeks, may be bid as a hold down by an Extra Board operator for any number of weeks the work is known to be open. The Extra Board operator must work the hold down assignment for the length of time he/she initially elects unless he/she bids another assignment at a general bid.

An Extra Board operator displaced by a driver returning to work from a leave of absence or PTO will return to the regular order of work on the Extra Board.

NCTD will identify a maximum of five Extra Board bid runs in the West Division and three Extra Board bid runs in the East Division that may be subject to permanent transfer to the other Division throughout the remainder of the current bid in inverse seniority order. It is understood that such transfers will occur when the requirements of service indicate an equalizing of staffing manpower between divisions is necessary.

Any Extra Board operator working in the capacity as a Stand by Operator or Stand by Operator who is assigned a spilt run after markup will be in continuous pay status for the entire run.

ARTICLE 32 – NCTD TO FURNISH SCHEDULES

SECTION 1: Paddles

NCTD will make available (paper copy and digital copy via website) to operators a written outline of scheduled work (paddles) at least 10 calendar days prior to each bid. Such schedules shall include pull-out and pull-in locations and times, and time points. NCTD will also endeavor to make available information sheets that are descriptive of routes or lines, special operating conditions, and other miscellaneous information, such as restroom facilities.

SECTION 2: Operators Notification

A. NCTD shall notify all operators affected of any changes to schedule information.

B. NCTD shall furnish the Union a copy of all posted Policy Notices, and Operational Notices required by the Union to ensure compliance with the language of this Agreement.

ARTICLE 33 - MANAGEMENT- PARATRANSIT OPERATOR RELATIONS

The parties agree that the principle of a fair day’s work for a fair day’s pay shall be observed at all times and Paratransit Operators shall perform their duties in a manner that best represents NCTD’s interest. NCTD management and Paratransit Operators agree to treat each other with dignity and respect at all times.

ARTICLE 34 - WAGES

A. Unless otherwise noted in this section, wage increases will occur on the pay period October 1st lands on of each year of this Agreement. These increases are herein referred to as the dates of the "contractual wage increases".

Wage Tier	7/1/2025	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029
Start	$25.30	$26.06	$26.58	$27.11	$27.65	$28.35
4,160 Hours	$26.40	$27.19	$27.74	$28.29	$28.86	$29.58
8,320 Hours	$27.50	$28.33	$28.89	$29.47	$30.06	$30.81
12,480 Hours	$28.60	$30.00	$30.60	$31.21	$31.84	$32.63
10 Years of Service as of 10/1/2025 (Original Hire Date)	$33.00	$34.50	$35.19	$35.89	$36.60	$37.51
7 Years of Service as of 10/1/2028 (Original Hire Date)					$36.60	$37.51

Longevity Pay	10/1/2025	10/1/2028
10 Years	$0.50	$0.75
15 Years	$0.75	$1.00
20 Years	$1.00	$1.50
25+ Years	$1.50	$2.00

	10/1/2025	10/1/2028
BTW	$2.00	$3.00
DMV Certified Trainer	$2.00	$3.00

ARTICLE 35 – DURATION AND TERMINATION

This Agreement shall be effective from October 1, 2025, and shall remain in full force and effect through September 30, 2030.

No later than 90 calendar days prior to the expiration of this Agreement, either party may serve written notice of its intent to modify, amend, or terminate the Agreement. Negotiations for a successor agreement shall begin no later than 60 calendar days prior to expiration.

This Agreement shall remain in full force and effect during such negotiations until a successor agreement is ratified, or the parties reach impasse under applicable public sector labor laws.

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. The Parties further agree that an electronic copy of the executed counterparts shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the XXth day of XXXXXXXXX 2025.

NORTH COUNTY TRANSIT – SAN DIEGO RAILROAD	**TEAMSTERS LOCAL UNION NO. 542**
____________________	____________________
Shawn M. Donaghy Chief Executive Officer	Donald Mack Business Representative
____________________	____________________
Date Signed	Date Signed
____________________	____________________
Lilia Montoya Chief Operating Officer – Bus Operations	Salvador Abrica Business Representative
____________________	____________________
Date Signed	Date Signed
____________________	____________________
Alex Denis Chief Operating Officer – General Services	Carl James
____________________	____________________
Date Signed	Date Signed

Jeffrey Hiott Deputy Chief Operating Officer – Bus Operations	Meghan Michel
Date Signed	Date Signed
Adrienne L. Johnson Director of Human Resources	
Date Signed	
Mikaela Minamishin Administrative Analyst – Human Resources	
Date Signed	
APPROVED AS TO FORM	**APPROVED AS TO FORM**
Lori A. Winfree Deputy Chief Executive Officer and Chief General Counsel	Fern Steiner Attorney for Teamsters Local Union No. 542
Date Signed	Date Signed

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
14

STAFF REPORT

APPROVE LABOR AGREEMENT BETWEEN NORTH COUNTY TRANSIT – SAN DIEGO RAILROAD AND THE TEAMSTERS LOCAL NO. 542 FOR PARATRANSIT DISPATCHERS/RESERVATIONISTS

Time Sensitive: ☒ **Consent:** ☒

STAFF RECOMMENDATION:

Approve the Labor Agreement (Agreement) between the North County Transit – San Diego Railroad and the Teamsters Local No. 542 ("Teamsters" or "the Union") for Paratransit Dispatchers/Reservationists.

BACKGROUND INFORMATION:

California Government Code section 3500, et seq., commonly known as the Meyers Milias-Brown Act, and the North County Transit District, operating as North County Transit – San Diego Railroad's ("NCTD" or "the District"), enabling legislation at Public Utilities Code section 125500, *et. seq*., provide that public employees have a right to organize and bargain collectively with local government public employers over wages, hours, and other terms and conditions of employment.

At the time of the bus transition from contracted operations to insourcing as direct employees of NCTD, Paratransit Dispatchers/Reservationists were represented by the Teamsters Union, Local No. 542. With the pending transition, NCTD and the Teamsters entered into a Memorandum of Understanding (MOU) to extend the basic terms of the existing Union Agreement between MV Transportation and the Teamsters Union through September 30, 2025. Minor modifications to the existing Union Agreement were included as part of the MOU, including but not limited to, transition to the CalPERS pension and medical insurance programs. At this same time, NCTD and the Teamsters entered into collective bargaining negotiations for a new agreement for Paratransit Dispatchers/Reservationists.

NCTD's designated labor representatives met with the Teamsters Union's negotiating team on multiple occasions following transition and negotiations were completed during several sessions through October 17, 2025. A draft proposed Agreement encompassing the negotiated provisions related to wages, hours, and general terms and conditions of employment that apply to the bargaining unit employees was developed. The proposed Agreement between NCTD and Teamsters for Paratransit Dispatchers/Reservationists would be effective October 1, 2025, through September 30, 2030. The proposed draft Agreement offers:

- Hourly starting rate of pay at $31.50 for Paratransit Dispatchers, with general wage increases through FY2030 based on longevity of service (years).
- Hourly starting rate of pay at $24.00 for Paratransit Reservationists, with general wage increases through FY2030.

- Employees will be enrolled in CalPERS for pension and medical benefits

- Standard benefits and employment policies and procedures generally applicable to NCTD staff remain effective in the new proposed Agreement, unless otherwise expressly provided therein

Based on the foregoing, staff recommends the Board approve the Agreement between North County Transit – San Diego Railroad and the Teamsters Local No. 542 for Paratransit Dispatchers/Reservationists.

ATTACHMENT: 14A – *Proposed* Labor Agreement between North County Transit District and the Teamsters Local No. 542 for Paratransit Dispatchers/Reservationists

FISCAL IMPACT: The proposed Agreement establishes specific wage rates for Teamsters Union-represented District employees on an annual fiscal year basis. FY 2026 budgeted resources for salaries and benefits are sufficient to fund the proposed agreement. Future years wages and benefits will be budgeted through the annual operating budget process.

COMMITTEE REVIEW: None

STAFF CONTACT: **Adrienne Johnson, Director of Human Resources**
E-mail: ajohnson@nctd.org Phone: 760-966-6776

ATTACHMENT 14A

NCTD Document No. 2025-23

Labor Agreement

NORTH COUNTY TRANSIT

SAN DIEGO RAILROAD

&

International Brotherhood of Teamsters

UNITY·STRENGTH·PROUD

LOCAL 542

Paratransit Dispatchers/ Reservationists
October 1, 2025 – September 30, 2030

Contents

ARTICLE 1 - PREAMBLE

This Agreement is made and entered into by and between the North County Transit District (hereinafter referred to as the “District”) and Teamsters Local Union No. 542 (hereinafter referred to as the “Union”), representing the PARATRANSIT DISPATCHERS AND RESERVATIONIST employed by the NCTD in its PARATRANSIT services.

It is the purpose of this Agreement to promote and provide for harmonious labor-management relations, to establish equitable conditions of employment, to ensure the delivery of safe and reliable transit service to the public, and to set forth the full and complete understanding of the parties regarding wages, hours, and terms and conditions of employment.

The parties further commit to fostering a respectful, inclusive, and safe work environment that values employee input and recognizes the critical role of Paratransit Dispatchers and Reservationist in providing essential public transit service.

ARTICLE 2 - RECOGNITION

NCTD recognizes the Union as the sole and exclusive bargaining representative for all full-time Paratransit Dispatchers and Reservationist employed by the NCTD in its PARATRANSIT service.

This Agreement shall cover any newly created classifications whose primary duties involve the operation or supervision of all Paratransit Dispatchers and Reservationist employed by NCTD in its PARATRANSIT service, regardless of job title, provided such classifications are not otherwise excluded under applicable law.

Excluded from the bargaining unit are all other NCTD employees, including but not limited to supervisors, managers, confidential employees, coach operators, maintenance personnel, and security guards.

ARTICLE 3-UNION SECURITY

SECTION 1: Membership and Dues Deduction

A. Obligation to Remain Dues Paying Member: Any employee who is a dues-paying member of Teamsters Local Union No. 542 in good standing upon the effective date of this Memorandum of Understanding and any employee who thereafter becomes a dues-paying member, shall remain a dues-paying member of Teamsters Local Union No. 542, except as provided for below:

1. If a dues-paying member of Teamsters Local Union No. 542 does not terminate his/her payment of dues, said member shall continue as a dues-paying member for the term of this Memorandum of Understanding.

B. Termination of Membership – First Time:
Within 20 working days immediately following the effective date of this Memorandum of Understanding, any employee who is a dues-paying member of Teamsters Local Union No. 542 shall have the right to terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to the Teamsters Local Union No. 542.

C. Termination of Membership – On-Going:
Within ten working days immediately following the termination date of this Memorandum of Agreement or within ten working days immediately following yearly anniversary date of any year of this Memorandum of Agreement, any dues-paying member of Teamsters Local Union No. 542 may terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to Teamsters Local Union No. 542. Teamsters Local Union No. 542 shall post notices in all Union represented buildings, as determined by this MOU, ten working days prior to the termination of date of this MOU or ten working days prior to the yearly anniversary date of any year, of the right of each dues-paying member of Teamsters Local Union No. 542 to terminate his/her payment of dues under this section.

D. Authorization to Deduct Dues:
During the term of this Memorandum of Agreement, NCTD shall deduct from the first monthly paycheck of each member of Teamsters Local Union No. 542 covered under this Memorandum of Agreement, who has signed an appropriate authorization of dues deduction form, as outlined by Teamsters Local Union No. 542, in accordance with Teamsters Local Union No. 542 by-laws and constitution. Teamsters Local Union No. 542 shall notify, in writing, NCTD of the dues amount to be deducted, as outlined by California State Bill 285. Teamsters Local Union No. 542 shall also give written notice to NCTD of any change in dues amount at least 30 days prior to the effective date of said change. All amounts deducted by NCTD under this article shall be remitted to Teamsters Local Union No. 542. NCTD shall also furnish to Teamsters Local Union No. 542 a list showing the name of each employee whose dues are included in the remittance and amount thereof.

SECTION 2: Delinquency

A. The Union shall notify the Deputy Chief Operations Officer or designee in writing of the names of Paratransit Dispatchers and Reservationist who have failed to comply with this Article.

B. If an employee fails to apply for membership or fails to maintain their membership in good standing or fails to pay fees, the Union may give the designated NCTD representative written notice of this fact. The 30-day remedial period after the notification by the Union that an employee has not complied with this provision is to bring the employee into compliance and after the 30-day remedial period NCTD shall terminate the employment of the employee if they have not complied with this provision. This includes any employee seeking objector status and only paying fees.

SECTION 3: Hold Harmless Provision

The Union agrees to furnish any information requested by NCTD to fulfill the provisions of the Article. The Union agrees to reimburse NCTD for all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and to indemnify NCTD from any claims, demands, damages, or other liability arising out of or as a result of implementation of these provisions.

ARTICLE 4 - MANAGEMENT RIGHTS

SECTION 1: Company Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in NCTD, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

a. To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.

b. To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.

c. To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.

d. To close down or relocate NCTD's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of NCTD or the client.

e. To determine the price at which NCTD contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of NCTD.

f. To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.

g. To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of NCTD and to direct NCTD's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom NCTD contracts its services.

h. To plan, direct, establish, control, modify, and eliminate any and all routes, shifts, manifest/paddles, and/or schedules and, in general, to determine the nature and extent of how such service is to be provided.

i. To subcontract in accordance with the client contract specific performance requirement, or when augmenting the existing workforce and/or establishing a secondary source of revenue to the extent that such subcontracting does not result in any employee being laid off.

SECTION 2: Technology Rights

NCTD may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. NCTD and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving NCTD's facilities, another employee, or an employee while operating a NCTD vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. NCTD shall meet with the Union before implementation of new technology on an advice and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section. The Union and NCTD understand that this equipment is not to be used for surveillance and will not be reviewed without legitimate business purpose.

SECTION 4: Non-Waiver of Rights

NCTD's failure to exercise any right, prerogative, or function hereby reserved to it, or NCTD's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of NCTD's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - REPRESENTATIVES' RIGHTS

SECTION 1: Recognition of Shop Stewards

From among the employees employed in the bargaining unit, the Union may designate, and NCTD will recognize not more than two Shop Stewards per 100 bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. NCTD will not be required to recognize any employee as a Shop Steward unless the Union has informed NCTD, in writing, of the employee's name.

SECTION 2: Leaves of Absence

NCTD agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact NCTD's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office or will be appointed or elected to any office in said Union, which requires his absence from NCTD's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

SECTION 3: Duties of a Steward

NCTD will, upon the Union's request, permit any Steward to leave his or her work (on his/her own time) during working hours to perform any duties in connection with any grievance or dispute involving the Union, provided that timely request is given and if a replacement is available to cover work assignments. It is understood and agreed that the Shop Steward has regular productive work to perform and that they do not leave their work during work hours, except as provided above. The Stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned to them by the Union.

If NCTD requires a steward to leave his or her work during working hours to attend to a grievance hearing, disciplinary hearing, or other NCTD-required meeting, the steward shall not lose his or her forty-hour guarantee. If NCTD requires the steward to attend to a meeting outside of his or her division (East or West), the steward will not lose his or her forty-hour guarantee.

Shop Stewards have no authority to take strike action or any other work stoppage interrupting the Employer's business.

SECTION 4: Time Lost for Union Business

Time lost by Union Stewards/Officers for attending to grievance hearings, disciplinary hearings, and other NCTD-required meetings will not be counted against the calculation of hours to qualify for fringe benefits under the contract.

SECTION 5: New Member Orientation

NCTD will allow the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, provide a brief history and overview of Local 542 to newly hired employees for a maximum of sixty (60) minutes, and to distribute and collect membership applications. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by NCTD and the Union.

SECTION 6: Union Visitation

Upon giving reasonable notice to NCTD, the Union will be allowed access to NCTD premises for the purpose of investigating or adjusting an actual grievance or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee.

ARTICLE 6 - BULLETIN BOARDS

SECTION 1: Union Business

NCTD will furnish one glass enclosed bulletin board at the East Division Driver's Room and one for the West Division Driver's Room for the use of the Union. Once installed, locks, keys, and maintenance of the bulletin boards shall be the responsibility of the Union. Each bulletin board shall be no less than 3 feet x 3 feet in size.

Only official Union representatives, or Stewards, shall be permitted to post bulletins or notices on the board. Posting by the Union on such bulletin boards shall be confined to official union business. The Union will not post on bulletin boards any controversial, offensive, or derogatory materials.

SECTION 2: Indemnification

The Union indemnifies and will hold NCTD harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

Article 7 - RATES OF PAY AND CONDITIONS NOT REDUCED BY THIS AGREEMENT

NCTD agrees that no employee member of the Union, who, prior to the date of this agreement was receiving more than the rate of wages designated in this agreement, or conditions better than those herein provided for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or conditions of employment through the operation of, or because of the adoption of, this agreement. This Article 7 will in no way modify the provisions or terms of seniority as provided in Article 14 – Seniority.

ARTICLE 8 - AFFIRMATIVE ACTION

SECTION 1: Equal Opportunity

NCTD and the Union recognize a common commitment to the equality of opportunity for all. Therefore, NCTD and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

SECTION 2: Gender

Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

ARTICLE 9 - NO STRIKE, NO LOCKOUT

SECTION 1: Disputes

It is recognized and understood that NCTD and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and NCTD during the term of this Agreement.

SECTION 2: No Strikes

During the term of this Agreement, the Grievance Procedure of this Agreement and the administrative and judicial remedies for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees, the Union and NCTD. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. NCTD will take appropriate action to assure the safety of employees who encounter a picket line in the course of performing their duties for NCTD. The Union recognizes that in the event of a work action, as described above, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. No employee who is a Union Officer or Steward shall participate in such prohibited action. An employee who has been determined by NCTD to have violated this Article may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement, however, the issue of whether the employee actually engaged in such prohibited conduct may be grieved.

SECTION 3: Picket Lines

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, provided said picket line has been sanctioned by Teamsters Joint Council 42, provided, further, that at least 72 hour notice of such sanction must be given to the Manager of Operations

SECTION 4: Lockouts

During the term of this Agreement, or any extension thereof, there will be no lockouts by NCTD.

ARTICLE 10 – DISCIPLINE AND NCTD RULES

SECTION 1: Handbook

A. Employees will be provided with a copy of NCTD Employee Handbook. This book provides policies and procedures to all employees. In addition, this manual provides management guidelines for determining appropriate discipline when warranted.

B. NCTD maintains its management rights set forth in Article 8: Manager's Rights, including its right to implement, enforce, revise or modify NCTD policies. NCTD agrees to provide the Union with written copies of new or modified NCTD-administered policies. NCTD will provide the Union with advanced notice of new or modified policies.

C. NCTD shall not discipline an employee without just cause. However, nothing shall prevent NCTD from removing an employee from work while it conducts an investigation. All investigations will be pursuant to Section 2 and Section 3 below. After NCTD has issued discipline, the employee must serve all discipline including suspension, within 30 calendar days of the date of the disciplinary notice. Suspensions will be served at a date/time that is mutually agreed by Employee and NCTD.

D. NCTD recognizes the general concept of progressive discipline, including the following steps: documented counseling, written warnings, suspension, and discharge. It is understood that such steps will be applied on a case-by-case basis as determined by NCTD based on the seriousness and severity of the violation. However, NCTD and Union recognize that some infractions, including but not limited to dishonesty, fighting or assault in the workplace or while on duty, insubordination, violation of NCTD's Drug and Alcohol policy, failure to report an accident, incident, or moving violation, or harassment of any kind, and certain safety infractions as stated in NCTD Employee Handbook, are of such a serious nature that they may be addressed by discharge on the first offense.

E. The affected employees will be provided a copy of all written discipline promptly.

F. It is mutually agreed that rules and regulations made by NCTD will not be in conflict with the provisions of this Agreement and the Agreement shall supersede the Employee Handbook where a conflict exists.

SECTION 2: Non-Accident Investigations

The parties understand the importance of fully investigating any incidents prior to issuing any discipline. NCTD will make every attempt to complete its investigation into any non- accident-related incidents in a timely manner. NCTD shall have ten (10) calendar days from the time NCTD is made aware of the incident to investigate a non-accident-related incident and/or issue any discipline. If the employee is put out on an administrative leave during the investigation, he or she shall be paid at the end of the investigation, if the employee is not suspended or terminated as a result of the investigation. The time limits to conclude the investigation and issue the discipline may be extended by mutual agreement between the Deputy Chief of Bus Operations, or designee and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

SECTION 3: Accident-Related Investigations

The parties understand the importance of fully investigating any accidents prior to issuing any discipline. NCTD will make every attempt to complete its investigation into an accident in a timely manner. NCTD shall have 20 calendar days to investigate an accident from the time NCTD is made aware of the accident. If the driver is placed on administrative leave during the investigation they shall be on a paid status until the conclusion of the investigation. The facts related to the accident will be scheduled for review at the next Accident Review Committee (ARC) following conclusion of the investigation, if requested by the operator. Discipline shall be issued within five calendar days from the Supervisor's receipt of the official notification of the decision of the ARC, unless the employee files an appeal of the ARC decision as provided in Section 8: Accident Review Committee (ARC) below. The time limits expressed in this Section may be extended by mutual agreement between the Department Manager and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

SECTION 4: Attendance Discipline

Employees shall be required to notify NCTD of any absence or tardiness no less than 30 minutes prior to their scheduled start time. Notification shall be made by telephone directly to a supervisor or designated call-in line. Text messages or emails may be used to supplement the phone call but shall not substitute for direct verbal communication.

In the event of an emergency, sudden illness, or other unforeseen circumstance that prevents timely notification, the employee shall contact NCTD as soon as reasonably possible. No employee shall be disciplined for failure to meet the 30-minute notification requirement if they can demonstrate good cause or circumstances beyond their control.

For the purpose of attendance tracking and progressive discipline, up to five consecutive work days of absence for a medical condition shall be considered a single occurrence, provided the employee complies with notification procedures and supplies reasonable verification upon request. If the employee has a non-medical situation requiring multiple days off, the employee can reach out to Human Resources for permittable exceptions.

Absences protected by law, including but not limited to leave under the FMLA, CFRA, PDL, or other legally protected or contractually approved leaves, shall not be counted toward any disciplinary attendance threshold. However, employees must continue to comply with reasonable call-in or certification procedures associated with such leaves.

NCTD shall not impose discipline, including warnings, suspensions, or termination, for absences or tardiness unless it is clearly established that the employee failed to comply with this Article without good cause.

SECTION 5: Safety Point Discipline

NCTD Employee Handbook will continue to govern all Safety Point Discipline events with the following exceptions*:

- Preventable incidents resulting in property damage of $5,000.00 or less will be considered a minor safety incident resulting in one safety point.
- Preventable accident resulting in no property damage will result in one safety point.

*Exceptions do not apply to preventable incidents involving a pedestrian, cyclist, etc.

SECTION 6: Union Representation

NCTD will afford an employee his or her Weingarten rights as required.

SECTION 7: Onboard GPS/Video Camera System

The Union recognizes the legitimate business purpose of the GPS, Video and other technological equipment onboard buses. The Union and NCTD understand that this equipment is not to be used for surveillance and will not be reviewed without legitimate business purpose.

SECTION 8: Accident Review Committee (ARC)

A. NCTD will make the initial determination of accident preventability. A driver may choose to appeal NCTD's determination that an accident was preventable to the Accident Review Committee. The appeal must be filed within five calendar days of determination and written notification to the Employee/Union. NCTD will provide the employee with a notice to move to the ARC at the time of determination.

B. The Accident Review Committee shall decide preventability issues only and shall not determine discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to the Grievance & Arbitration Procedure of this labor agreement, however, the determination of the Accident Review Committee may not be appealed.

C. The Accident Review Committee will be made up of equal numbers of bargaining unit members and non-bargaining unit members, and one neutral party, who will be selected by NCTD and the Union. The neutral party will not be associated with NCTD or the Union. The neutral party shall be chosen from California State Mediation Conciliation Service, unless otherwise agreed to by the parties. The Accident Review Committee will consist of four persons. NCTD or Union representative who participated in the preventability investigation and issuing of preventability will not be allowed to participate in the voting process. The Union shall have the right to select the bargaining unit members. An Accident Review Committee member (NCTD and Union) who has incurred a preventable accident within the prior 12 months will not be eligible to serve on the Accident Review Committee, and an alternate must be selected. NCTD and Union may each elect to have an observer present during the proceedings.

D. The ARC is scheduled to meet as needed at the West Division Operations Building.

ARTICLE 11 - GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by NCTD of the express terms of this Agreement.

Step 1 – Prior to filing a grievance at Step 2, the Union and/or the Employee shall meet formally with an Operations Manager to define the issue in question and to share information and joint fact-finding to resolve the issue. The maximum period allowed for the joint fact-finding is 10 calendar days after the occurrence giving rise to the grievance. If this matter remains unresolved at the end of the 10 calendar days fact-finding period, a Step 2 grievance may be filed.

Step 2 – Any grievance or dispute shall be reduced to writing setting forth the nature and circumstances of the grievance, the article and section of the Agreement alleged to be violated and the remedy sought. The Union (either on employee's behalf or the entire unit) or employee shall submit the grievance to the Director of Operations within 10 calendar days of the Step 1 meeting between the Operations Manager and the Union and/or Employee. The Director of Operations, or designee, shall convene a meeting within 10 calendar days of receipt of the written grievance. The parties agree to make every effort to settle the grievance promptly at this level. The Director of Operations, or designee, shall respond to the grievance, in writing, within 10 calendar days of such meeting to the employee and the Union.

Step 3 – If no satisfactory settlement is reached in Step 2, the grievance may be presented to the Chief Operating Officer or Deputy Chief within 10 calendar days of receipt of the written decision set forth in Step 2 above, The Chief Operating officer or Deputy Chief, or designee, shall convene a meeting within 10 calendar days. Thereafter, the Union, shall meet with the Chief Operating Officer or Deputy Chief, or designee, for the purpose of resolving the grievance. NCTD or the Union may call on other appropriate personnel to provide information which would assist in resolving the grievance. The meeting shall be held on a mutually agreeable date after receipt of the request for the meeting. The Chief Operating Officer or Deputy Chief, or designee, shall respond to the grievance, in writing, within 10 calendar days of such meeting to the employee and the Union.

Step 4 – Termination of employment: In cases of termination, the grievance immediately goes to Step 4. The grievance must be presented to the Chief People Officer or designee, within 10 calendar days of alleged grievance. A meeting shall be held on a mutually agreeable date between the Chief People Officer, or designee, other designated agency officials, the aggrieved employee and the Union.

Step 5 – For any grievance not settled in Step 3 or 4, the decision to request arbitration of the grievance must be made by the Union. The request for arbitration must be submitted in writing to the Chief Executive Officer or Deputy Chief Executive Officer, or designee, within 30 calendar days after the decision set forth in Step 3 or 4 is received. The arbitration shall be limited to consideration of those issues presented in the grievance or discussed during the first step of the grievance procedure. The Union will make a good faith effort to provide NCTD with 48-hours' advance notice of a list of the employees scheduled by the Union to attend arbitration. The parties will work together to minimize the amount of time employees acting as witnesses will spend away from the job.

After a demand for arbitration has been made, within 10 calendar days the Union shall submit a request to the State Mediation and Conciliation Service (SMCS) for a list of seven names of impartial Arbitrators in the region nearest to NCTD's premises. NCTD and the Union shall, as soon as reasonably practical following receipt of the list of Arbitrators from SMCS, alternately strike names from the list until only one name remains, and the Union shall strike first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement.

The fees and all expenses of the Arbitration (arbitrator's fees, hearing room if applicable, court reporter fees, etc.) shall be shared equally between NCTD and Union. Unless otherwise specifically agreed in advance, each party shall be responsible for costs it incurs and for the expenses of presenting its case.

The Arbitrator's decision shall be in writing and served on NCTD and Union. The decision of the Arbitrator shall be final and binding upon NCTD and the Union.
Under no circumstances shall an employee be made more than whole. Employees that are discharged and returned to work as a result of this procedure shall have interim earnings deducted from all back pay awards.

All grievances that are settled through the grievance procedure must be reduced to writing and signed or agreed to electronically by the parties. Once the grievance is considered settled, if there is a payment owed to the grievant, such payment will be made within 10 calendar days from the date of formal settlement. If the grievant is not paid within 10 calendar days, a penalty in the amount of four hours straight time for every 10 calendar days that occur after the date of the settlement will occur until the grievant is paid in accordance with the settlement terms.

It is the intent of the parties that all parties shall strictly adhere to the time limits provided. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties, which agreement shall not be unreasonably withheld by either party. In the absence of such mutual agreement to extend any of the foregoing time limits, the failure of the Union to process a grievance within the above time limits shall constitute a waiver of that particular grievance, and it shall be processed no further. Likewise, in the absence of such mutual agreement to extend any of the foregoing time limits, the failure of NCTD to respond to a grievance within the above time limits shall constitute resolution of the grievance in the Union's favor and NCTD shall implement the requested resolution accordingly.

ARTICLE 12 - CATEGORIES OF EMPLOYEES

SECTION 1: Full-Time

All full-time employees shall have a scheduled guarantee of a minimum of forty (40) hours of work time each week.

SECTION 2 - Cross-Utilization

It is agreed to by the parties that all employees in the bargaining unit may, from time to time be required to perform driver duties, provided they are qualified to perform the assignment. "Ninety (90) days from the date of hire or ratification of this contract, employees covered by this contract will be required to possess all necessary driving endorsements, reasonable exceptions can be made by NCTD. Should a dispatcher be required to perform driver duties, the dispatcher will receive a five ($5.00) hourly wage differential above his or her hourly wage rate, for each hour driven."

ARTICLE 13 - GENERAL CONDITIONS

SECTION 1: Pre-trip Duties

Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. Employees shall conduct pre-trip inspections as directed by NCTD in the manner directed by NCTD. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor. NCTD will pay fifteen 15 minutes for performing the required pre-trip duties.

SECTION 2: Post-trip Duties

An operator's paid time ends after their last trip is performed and the vehicle is refueled, returned to the yard and the post-trip is completed. NCTD will pay ten minutes for performing the required post trip duties.

SECTION 3: Workweek

The workweek shall begin at 0000 hours on Sunday and ending at 2359 hours on the following Saturday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

SECTION 4: Overtime

Unless otherwise stated in this Agreement, time and one half shall be paid for all daily hours actually worked in excess of eight hours per day. Hours for which you are paid pursuant to NCTD’s vacation or holiday shall not be used for the purposes of calculating overtime. There shall be no pyramiding of overtime.

SECTION 5: Unpaid Status

An employee's ability to accrue benefits, other than eligible group health benefits during a period of FMLA, shall cease when an employee is on unpaid leave status unless otherwise stated in this Agreement. NCTD will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA.

ARTICLE 14 - SENIORITY

SECTION 1: Definition

Seniority, within the meaning of this Agreement, may be NCTD, or Classification seniority. NCTD seniority shall mean the length of continuous active service within NCTD. All incumbents/transitioning employees previous date of hire will be recognized for the purposes of enforcing this Agreement.

Classification seniority shall mean the length of continuous active employment within a specific job classification covered under this Agreement. Classification seniority will be used for the purposes of bidding, assigning work, bidding vacation, time off or any other purpose which is based off location seniority.

Any Employee who transfers into the bargaining unit shall retain his/her NCTD seniority for the purpose of wages and benefits but shall be placed at the bottom of the classification seniority list for the purpose of layoff, rehire, bid, selection of vacations and transfers.

SECTION 2: Layoff

When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

SECTION 3: Use

Seniority will commence with the date of employment. Classification Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling, time off or any other purpose which is based off location seniority. NCTD and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

SECTION 4: Continuous Service

Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, shall be interpreted to mean employment without a break with NCTD, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. "Seniority" is defined as continuous service with NCTD, or its predecessors, under agreement with the client for purposes of determining wages, vacation accrual and classification seniority. An employee's continuous service shall be documented as the employee's Adjusted Date of Hire.

SECTION 5: Seniority List

Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union representative will be provided a current seniority list. The Union will immediately notify NCTD of any errors in the seniority list.

SECTION 6: Probationary Period

All employees will be on probation until they have completed 90 calendar days of service. Until completion of said probationary period, an employee may be terminated at the complete discretion of NCTD, and such termination will not be subject to the grievance provisions of this Agreement.

SECTION 7: Seniority Broken

Continuity of service will be broken, and seniority will terminate by:

a. Resignation
b. Discharge for just cause.
c. Failure to return to work from layoff within ten business days when called.
d. Absence without leave or communicating with the Company for three consecutive scheduled work days.
e. Layoff of 12months or more.
f. Promotion out of the bargaining unit for a period in excess of three months.

SECTION 8: Seniority Not Broken

Continuity of service will not be broken, and seniority will not terminate by:

a. Authorized leave of absence.
b. Leave of absence to serve in the Armed Forces of the United States, as provided by law.
c. Absence due to authorized vacation or other PTO.

SECTION 9: Promotion outside Bargaining Unit

An employee promoted or transferred to a position outside the bargaining unit with NCTD shall retain his or her NCTD seniority, and continue to accumulate seniority in these areas for a period of three months after promotion, which seniority will be utilized if NCTD returns the employee, or the employee voluntarily agrees to go back to the bargaining unit within that three month period.

SECTION 10: Promotion or Transfer inside Bargaining Unit

An employee promoted or transferred to a position within the bargaining unit shall retain his or her bargaining unit and classification seniority, and continue to accumulate seniority in these areas for a period of three months after promotion or transfer, which seniority will be utilized if NCTD returns the employee, or the employee voluntarily agrees to go back to their position within the three month period. After three months, if the employee satisfactorily completes the period in the new position, he/she shall become permanent and the classification seniority date for that position shall be the day the employee first began work in the position after promotion or transfer.

ARTICLE 15 - BARGAINING UNIT WORK

It is the understanding of the parties that bargaining unit work shall normally be performed by bargaining unit personnel within the classification in which the work is normally assigned. However, bargaining unit personnel may be cross utilized when manning requirements and operational needs dictate, as determined by management. Additionally, non-bargaining unit employees may be assigned to perform bargaining unit work during urgent demand or emergency situations.

ARTICLE 16 - BIDDING

SECTION 1: Procedure

NCTD shall conduct General Bids at least three times each year at times determined by NCTD, (or at the frequency directed by NCTD), as close to four months between each bid as practical. The General Bid shall be posted at least seven calendar days prior to bidding with a copy sent to the Local Union. Posted shifts shall show the start and the end times of the shift.

SECTION 2: Bid Time and Proxies

Employees shall bid in seniority order by proxy. An employee who is not present for the bid and fails to leave a proxy at the designated bid time shall be assigned the left-over bid work on a first up, first assigned basis. Once a bid is given and accepted, the employee cannot rescind it.

Any work assignment remaining unassigned following application of the procedures provided in this Article shall be assigned by NCTD to any employee not yet assigned a work assignment. If no such unassigned employee exists, NCTD shall assign such work by inverse seniority.

SECTION 3: Permanent Vacancies

Permanent vacancies are defined as assignments that become open between regular bids due to one of several reasons (e.g., promotion, transfer, discharge, retirement). If there is less than eight weeks left before the next regular bid, then the vacancy shall be treated as a temporary vacancy. If there is eight weeks or more left before the next regular bid, then the permanent vacancy shall be handled in the following manner:

1. The first permanent vacancy shall be put up for bid following the bid procedure above.

2. In the event the first permanent vacancy is filled, then the bid procedure will continue for the now second open assignment.

SECTION 4: Temporary Vacancies/Hold Down

A temporary vacancy is any assignment that becomes open for more than 14 calendar days due to a short window of time (leave of absence, workers compensation, vacation). This work will be offered in seniority order to all employees.

SECTION 5 - Illness or Injury

Employees absent due to illness or injury of the employee will be permitted to bid if the employee has a release from a physician to return to unrestricted duty no later than the time of the bid. NCTD retains the right to send any employee to a doctor of its choice to determine if the employee meets the essential job functions of his position. Prior to the start of the general bid, NCTD will identify to the Union which employees are not eligible to bid. Employees released the day of the bid or before shall be eligible to bid.

SECTION 6: Work Trades

Employees can trade shifts within the same work week. For the trade to be approved, it must be done within the same work week and must be approved by the Company at least 48 hours in advance. NCTD has full discretion to approve or deny any work trade request.

ARTICLE 17 - DRUG AND ALCOHOL PROGRAM

Employees will comply with NCTD's Drug & Alcohol Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

ARTICLE 18 - BREAKS & LUNCHES

SECTION 1: Scheduled Meal and Rest Breaks

The following will apply to scheduled lunch breaks, for all full-time employees, as it applies to the schedules they bid and hours they work:

Meal Periods: Every employee who is scheduled for and works a work period of more than six hours shall be provided with a 30-minute meal period beginning before or at the commencement of the fifth straight hour of the work period. If the employee is scheduled for and works a work period in excess of 12 hours, the employee shall be entitled to a second 30-minute meal period. The meal period(s) shall be unpaid. If NCTD does not provide an employee with the meal period specified herein, the employee shall be entitled to be paid for one hour at that employee's regular hourly rate of pay, provided that any claim for the denied meal period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the meal period was denied.

Rest Periods: Every employee shall be entitled to take a ten-minute net rest period during each four-hour block of work or major fraction thereof during the course of the employee's shift, which shall be paid time. If NCTD prohibits the employee from taking such rest period(s) during the course of the employee's shift, the employee shall be entitled to be paid for one hour at that employee's regular hourly rate of pay, provided that any claim or the denied rest period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was denied.

ARTICLE 19 - COMPLETE AGREEMENT

SECTION 1: Sole Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between NCTD and the Union and between NCTD and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on NCTD.

SECTION 2: Waiver of Bargaining During Term

Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, NCTD and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

ARTICLE 20 - SAVINGS CLAUSE

SECTION 1: Validity of Provisions

If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State of Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

SECTION 2: Renegotiation

If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

SECTION 3: Living Wage Ordinances

This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

ARTICLE 21 – DEMOCRATIC REPUBLICAN INDEPENDENT VOTERS EDUCATION (D.R.I.V.E)

Authorization and Deduction:

NCTD agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify NCTD of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. NCTD shall transmit to D.R.I.V.E. Joint Council of Teamsters No. 42, on a monthly basis, in one check, the amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s check.

ARTICLE 22 - ITEMIZED STATEMENTS

NCTD shall furnish each employee with an itemized statement of earnings and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check. Each itemized statement of earnings and deductions will also include all available paid time off hours The fringe benefits will be updated every payroll cycle.

In the event of a payroll error of $40.00 or more, NCTD shall correct the error and pay the operator (if it is determined the error results that the employee is short pay). Payment will be made via direct deposit (on the next paycheck) or hard check (within three business days) once the mistake has been brought to the attention of management and payment type decided by Paratransit Operator. Should an error be deemed significant, resulting in fees/ surcharges to the employee they can file a request to have those reimbursed pending approval from Payroll/HR.

ARTICLE 23 - JURY DUTY AND COURT LEAVE

SECTION 1:

Paratransit Dispatchers and/or Reservationist who are called for jury duty shall notify and present the summons to the Manager of Operations or designee as soon as possible. The Manager of Operations will remove the Paratransit Dispatcher and/or Reservationist from his or her scheduled work until released by the court. NCTD shall compensate the Paratransit Dispatcher and/or Reservationist up to 40 hours maximum per year for the service of jury duty. An employee must fill out a time-off request form and provide court approved paperwork that has been verified via time stamp in order to be approved for jury duty pay.

SECTION 2:

Any Paratransit Dispatchers and Reservationist required to appear in court by NCTD during off-duty hours will be paid the appropriate hourly rate for the hours spent in court, and reasonable expense accrued for travel to and from court.

ARTICLE 24 - FUNERAL LEAVE

If death occurs among members of an employee’s immediate family (spouse, domestic partner, child, stepchild, dependent child of domestic partner, mother, stepmother, father, stepfather, brother, stepbrother, sister or stepsister) the employee shall be granted leave with pay for a maximum of five consecutive workdays for the purpose of attending to matter related to the death. An employee shall be granted leave with pay for a maximum of three consecutive workdays for the purpose of attending to matters related to the death of an employee’s mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren and the employee’s or spouse’s grandparents.

Verification of death may be required by NCTD. Such verification shall be in the form of a published funeral notice, obituary, or similar.

ARTICLE 25 - LEAVES OF ABSENCE

SECTION 1: Personal Leave

NCTD may grant a personal leave of absence without pay, due to extenuating circumstances, to full-time employees who have completed at least six months of continuous employment. A personal leave of absence is defined as a 30-calendar day period, agreed upon and approved by the Deputy Chief Operations Officer or his designee. The employee is removed from payroll but maintained as an employee for the duration of the leave. Failure to return from a leave on the date approved and scheduled for return to work will be considered a voluntary resignation.

SECTION 2: Family and Medical Leave Act

NCTD will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA. The employee will be eligible to use available PTO for any qualified FMLA leave. Employees who otherwise qualify for FMLA must immediately apply for FMLA benefits upon transitioning to employment with NCTD. It will be assumed that all employees worked the required minimum hours to qualify for FMLA benefits upon hire.

The Employee shall not be required to utilize any accrued Paid Time Off concurrent with the CFRA/FMLA leave pursuant to 29 C.F.R. § 825.207. Should an employee elect to use unpaid time, it will be marked as FMLA-Unpaid and those hours will count toward the calculation of guaranteed time.

SECTION 3 - Military Leave

NCTD will comply with the provisions of the Uniform Services Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

SECTION 4: Written Requests

A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by NCTD.

SECTION 5: Requests for Leave

Requests for leaves of absence shall be made as far in advance as possible. Seniority shall accumulate during an approved leave of absence; however, the time spent on the leave of absence shall be without pay.

SECTION 6: Union Leave of Absence

A Union member elected or appointed to serve as a full-time Local Union official shall not be unreasonably denied a leave of absence during the period of such employment. An employee placed on such a leave of absence will not receive any pay or benefits by NCTD during the period of leave. The employee will retain his/her seniority rights during the leave period.

ARTICLE 26 – PHYSICAL EXAMINATIONS

NCTD shall pay for all DOT physical examinations performed by NCTD's chosen medical professional. All initial physical exams must be performed by NCTD's chosen medical professional. Renewal physicals may be performed by the employee's personal DOT certified medical professional, provided all expenses are paid by the employee and NCTD receives proof of DOT exam certification. The employee shall pay the cost of all referrals.

Any time an employee is required to perform any DOT required testing (i.e. Sleep Apnea, blood pressure, vision, etc.,) will not result in the issuing of attendance points. The employee must provide documentation from a certified medical professional.

ARTICLE 27 – UNIFORMS

A. Each Employee shall receive a $250.00 uniform voucher (2025) / $300.00 uniform voucher (2028) (store credit) during the first full pay period of January each year.
B. NCTD will provide new hires five shirts, five pants/shorts, two belts and appropriate jacket.
C. The voucher shall be used to purchase uniform items required by the District's Uniform Policy, including but not limited to:
    - Shirts, pants, jackets, hats, belts and shoes
D. Unused voucher amounts do not carry over to the following year.
E. Employees may elect to purchase additional items at their own expense beyond the voucher total.
F. Union apparel will be allowed to be worn with either pins or patches worn in compliance with NCTD's Uniform Policy.

G. Weather appropriate gear will be provided by NCTD and replaced every three years unless approved sooner by management in certain cases. This includes necessary jackets or footwear.

ARTICLE 28 -TRANSFER RIGHTS

Any NCTD Employee who transfers into the bargaining unit from another Division within NCTD, shall retain his/her NCTD seniority for the purpose of wages and benefits, but shall be placed at the bottom of the classification seniority list for the purpose of layoff, rehire, bid, selection of vacations and transfers.

ARTICLE 29 – WAGES RATES

Dispatchers:

Wage Tier Prop.	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029
Start	$31.50	$32.45	$33.42	$34.42	$35.45
Year 3	$32.50	$33.48	$34.48	$35.51	$36.58
Year 5	$34.50	$35.54	$36.60	$37.70	$38.83

Reservationist:

Wage Tier Prop.	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029
Start	$ 24.00	$24.72	$25.46	$26.23	$27.01

Payroll Notes:

Payroll Note #1: Non-Pyramiding: No employee shall receive both daily and weekly overtime for the same hours.

ARTICLE 30 – HOLIDAYS

SECTION 1: Holidays

Seven Paid Holidays
New Year's Day
Independence Day
Memorial Day

Labor Day
Veterans Day
Thanksgiving Day
Christmas

An employee who works on a paid holiday shall be paid holiday pay in addition to his or her regular hours of work. An employee not scheduled to work on the holiday, shall be paid holiday pay. Holiday pay shall be based on the employee's regular workday, at either eight or ten hours depending on whether the employee works a five-day or four-day workweek. If the eligible employee works a 10-hour, 4 day a workweek schedule, and the holiday falls on the employee's normally scheduled workday, the employee will be paid ten (hours of holiday pay at his regular rate of pay. However, if the holiday occurs on a day the eligible employee is not scheduled to work, the employee will receive eight hours of holiday pay at his regular rate of pay.

To be entitled to holiday pay, an employee must complete his or her work on the employee's last scheduled workday before the particular holiday, and his or her first scheduled workday after the particular holiday, and the holiday if scheduled to work unless excused in advance by the Company on one or all of those days.

Employees will not be paid for holidays that fall during a leave of absence, including, but not limited to, FMLA leave, personal leave and workers compensation leave.

Holiday hours paid, but not actually worked by the employee, are not considered for purposes of calculating overtime.

When a paid holiday occurs during the vacation period, it will not be charged as a day of vacation.

ARTICLE 31 - HEALTH AND WELFARE

SECTION 1: Eligibility

Employees shall be eligible for the CALPERS Health & Welfare Benefit (if they will be appointed to a job that will last at least six months and one day and they work at least half time (see Eligibility & Enrollment (Active Members) | CalPERS) or any future Health & Welfare benefit program offered to employees by NCTD assuming eligibility requirements are met. Coverage shall begin the first day of the month following day of hire.

The District shall provide comprehensive **medical, dental, and vision insurance** coverage to all Coach Operators and their eligible dependents. Employees shall be offered at least one **HMO** and one **PPO** option for medical coverage if available, along with:
Dental PPO and DMO options (if available)
Vision plan (e.g., VSP or equivalent)
Prescription drug coverage

SECTION 2: Premium Sharing

Employee contributions for premiums shall not exceed the following percentages:

Coverage Tier	Employee Share (Max)
Employee Only	15%
Employee + One	20%
Employee + Family	20%

SECTION 3: Life Insurance and AD&D

The District shall provide at no cost to the employee:
A $50,000.00 life and accidental death/dismemberment (AD&D) policy
Additional voluntary coverage may be purchased at group rates through payroll deduction.

SECTION 4: Flexible Spending Accounts (FSA)

Employees shall be eligible to participate in pre-tax **Health FSA** and **Dependent Care FSA** plans, consistent with IRS regulations.

Healthcare Reopener: Should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law, and/or the plan administrator modifies the terms of the plan(s), the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plan(s) and/or other aspects of Article 23. The plans and contributions stated in the Article shall remain compliant with the ACA, if applicable, throughout the term of this Agreement.

Opt-Out: In order to comply with the affordability requirements contained in the Patient Protection and Affordable Care Act, or current applicable law. Current employees receiving cash in lieu of benefits shall receive a “Cost Offset” payment in the amount of $350.00 less statutory deductions will be grandfathered as such.

ARTICLE 32 – PAID TIME OFF (PTO)

SECTION 1: PTO Accrual and Eligibility

A. Accrual Rate

All permanent full-time Paratransit Operators shall be authorized and granted paid time off (PTO) on their annual anniversary date.

Years of Service	Annual PTO Allotment
Awarded at start of service	40
Awarded after completion of 12 months of service	80
Awarded after completion of 24 months of service	120
Awarded after completion of 60 months of service	184
Awarded after completion of 96 months of service	224
Awarded after completion of 120 months of service	240
Employees currently at will be grandfathered	264

B. PTO Eligibility

If an employee does not reach the threshold of 1700 compensable hours, the prorated amount is based on 2080 hours for the next year's PTO.

The PTO year shall be structured on a calendar year basis from January through December. When an employee accrues additional PTO, hours based on his or her years of service (subject to the table above), the employee will be eligible to bid a PTO schedule for the additional accrued hours relative to the employee's anniversary date. The employee must bid the PTO hours in the December prior to the PTO year subject to Section 2 of this Article. For example, if an employee's anniversary date is April 15th and he or she will have completed 4 years of service on that date, in the December bid the employee may bid up to 120 hours of PTO time prior to April 15th, and 56 hours after April 15th through December of the next year, or may bid the entire 176 hours from April 15th through December.

Furthermore, all employees that are scheduled to receive additional PTO time on their anniversary date based on years of service will receive the additional PTO time on their anniversary date.

SECTION 2: Scheduling PTO

One PTO slot shall be assigned each week by the NCTD. PTO slots will be posted and bid in classification seniority order during the first two weeks of December of each year for the following year. The Annual PTO bid results will remain posted and updated throughout the year.

December 2025 employees will be allowed to bid their full allotment for the 2026 calendar year. They will be allowed to bid their full allotment with the understanding that half will be paid and the other half unpaid (the Paratransit Dispatchers and/or Reservationist will decide which is to be paid at the time they submit their bid).

All-Full time Paratransit Dispatchers and/or Reservationist with less than four years of service must bid and take at least one week consisting of consecutive days' PTO per year. Any Paratransit Dispatchers and Reservationist who has been out sick, injured or on a personal leave of absence for more than 30 consecutive days is exempt from the one-week requirement.

All Full-Time Paratransit Dispatchers and/or Reservationist with more than four years of service must bid and take at least two weeks of consecutive days' PTO per year.

A member of management and a member of the Union in each division shall conduct the PTO bidding process. After the annual system wide PTO bid is complete, Paratransit Dispatchers and/or Reservationist may submit a bid of up to one week of PTO time in smaller increments of less than one week. Bids will be awarded based on seniority up to the maximum available open slots.

A. Any Paratransit Dispatchers an/or Reservationist who is off duty because of sickness for a period of 30 days or more and whose scheduled PTO falls during the time of their absence may either take their PTO pay as scheduled in lieu of PTO or may reschedule their PTO for a mutually agreeable time.

SECTION 3: One Day PTO

A. There will be one single-day slots available per day for PTO requests. Single-day PTO slots may be requested up to 60 days in advance, but no less than 24 hours in advance.

B. A Paratransit Dispatchers and/or Reservationist must submit a time off request for a one-day PTO at least 24 hours prior to the requested day off. It is understood it is the responsibility of the Paratransit Dispatchers and/or Reservationist to obtain written approval from a dispatcher prior to taking the day off. These requests will be awarded based on operational needs and Classification seniority.

SECTION 4: PTO Cancellations/Openings

A. At any time during the year a Paratransit Dispatcher and/or Reservationist with management approval, can cancel their PTO provided that two weeks' notice is given. Management's approval will be dependent upon the circumstances surrounding the request, the current staffing situation and any other factors that affect NCTD's operation.

B. Paratransit Dispatchers and/or Reservationist who are approved to cancel their PTO dates shall be permitted to bump back into their work.

C. Open and vacated PTO slots will be posted by each appropriate division, at least 30 days prior to the beginning of the subject PTO period. Any Paratransit Dispatchers and/or Reservationist in that department with PTO time on the books may bid a posted PTO slot. Requests must be in writing and submitted to the Manager of Operations or designee, no later than midnight, three business days from posting. (E.g., slots posted at any time on Sunday must be requested by midnight on Wednesday). In cases where there are more requests than slots, seniority will prevail.

SECTION 5: Holiday During PTO

In the event that one of the paid holidays stated in Article 13 should occur while a Paratransit Dispatchers and/or Reservationist is on PTO, the Paratransit Dispatchers and/or Reservationist shall receive eight hours holiday paid at the straight time rate.

SECTION 6: Sick During PTO

Any Paratransit Dispatchers and/or Reservationist who falls sick with a serious health condition prior to going on a scheduled PTO period that extends into their PTO may cancel their PTO.

SECTION 7: PTO Cash Out

Any Paratransit Dispatchers and/or Reservationist with more than one (1) year of service may elect, in lieu of taking PTO, to "buy back" PTO/Personal Leave time, providing at least one week of PTO/Personal Leave is taken as noted in SECTION 2, Paragraph A. Buy back allowance is as follows:

Operators with 1-2 years of service	up to 40 hours	per quarterly pay period below
Operators with 3-4 years of service -	up to 80 hours	per quarterly pay period below
Operators with 5+ years of service -	up to 120 hours	per quarterly pay period below

Buy back of PTO time may be elected during the first pay period in March, June, September and December each year providing such PTO hours are available, or employees may alternately cash out PTO in accordance with the NCTD Cash Out Policy. A cash-out request form must be filled out at least two weeks prior to each quarterly pay period listed above.

All unused PTO will be cashed out annually on the last pay period of December prior to the award of new PTO hours.

SECTION 8: PTO Pay

PTO pay will be paid at the current rate of pay of the operator at the time of the or buy back. In calculating hours worked for determination of overtime PTO hours are not included.

ARTICLE 33 – CALPERS RETIREMENT SYSTEM AND 457(b) Plan

CalPERS Retirement System: Employees shall participate in the CALPERS retirement system. Employees hired on or after January 9, 2022, who are not members of CalPERS (or a reciprocal system) at the time of hire or have had a break in service greater than six months from a CalPERS agency, will receive the 1.5% at 65 years pension benefit formula and ae subject to other provisions as described in the Public Employee Pension Reform Act of 2013. NCTD and employees in this tier are each responsible for paying half of the normal costs of the CalPERS retirement benefit. The contribution rate is currently set at 4.75 percent of salary and is subject to change by CalPERS. To be eligible for service retirement, the employee must have at least five years of CalPERS - credited service.

Deferred Compensation 457(b) Plan: NCTD offers a 457(b) Deferred Compensation plan for its eligible employees. Employees have the opportunity to enroll in the 457 Deferred Compensation program, in accordance with the provisions of NCTD's 457-Deferred Compensation Plan Document (Plan Document). NC TD matches employee deferrals into the 457 Deferred compensation plan, by contributing into a 401 (a) account on behalf of the respective employee. For each plan year, NCTD shall contribute a matching contribution in an amount equal to 50% of the participating employee's salary deferrals under the 457(b) deferred compensation plan up to a maximum of 8% of the employee's compensation. Therefore, matching contributions shall not exceed 4% of the employee's compensation. Employees are vested in NCTD contributions to the 401(a) over a three-year period.

ARTICLE 34 - DURATION AND TERMINATION

This Agreement shall be effective from October 1, 2025, and shall remain in full force and effect through September 30, 2030.

No later than 90 calendar days prior to the expiration of this Agreement, either party may serve written notice of its intent to modify, amend, or terminate the Agreement. Negotiations for a successor agreement shall begin no later than 60 calendar days prior to expiration.

This Agreement shall remain in full force and effect during such negotiations until a successor agreement is ratified, or the parties reach impasse under applicable public sector labor laws.

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. The Parties further agree that an electronic copy of the executed counterparts shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the XX day of (month) 2025.

NORTH COUNTY TRANSIT – SAN DIEGO RAILROAD	**TEAMSTERS LOCAL UNION NO. 542**
______________________________	______________________________
Shawn M. Donaghy Chief Executive Officer	Donald Mack Business Representative
______________________________	______________________________
Date Signed	Date Signed
______________________________	______________________________
Lilia Montoya Chief Operating Officer – Bus Operations	Salvador Abrica International Representative
______________________________	______________________________
Date Signed	Date Signed

Alex Denis
Chief Operating Officer – General Services

Date Signed

Meghan Michel

Date Signed

Jeffrey Hiott
Deputy Chief Operating Officer – Bus Operations

Date Signed

Adrienne L. Johnson
Director of Human Resources

Date Signed

Mikaela Minamishin
Administrative Analyst – Human Resources

Date Signed

APPROVED AS TO FORM

Lori A. Winfree
Deputy Chief Executive Officer and Chief General Counsel

Date Signed

APPROVED AS TO FORM

Fern Steiner
Attorney for Teamsters Local Union No. 542

Date Signed

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
15

STAFF REPORT

ADOPT RESOLUTION NO. 25-06 APPROVING MODIFICATIONS TO BOARD POLICIES

Time Sensitive: ☒ **Consent:** ☐

STAFF RECOMMENDATION: Adopt Resolution No. 25-06 approving North County Transit – San Diego Railroad Board Policies as provided herein.

BACKGROUND INFORMATION: Pursuant to Board Policy No. 1 - *General Provisions*, "At least annually, staff will review and suggest revisions to existing North County Transit – San Diego Railroad (NCTD) Board of Directors (Board) Policies, as appropriate, and bring new Board Policies, if appropriate, to the Board for consideration and approval."

On October 13, 2025, the Director of Administration/Clerk of the Board reviewed the proposed revisions with the Executive Committee and received feedback and authorization to advance the proposed modifications to the Board Policies identified in Attachment 15A to the full Board for consideration and approval on Other Business.

If the Board adopts Resolution No. 25-06, the adopted policies shall supersede all similar policies, resolutions, and other documents previously adopted by the Board or approved by the Chief Executive Officer regarding the subject matter contained therein and will be effective immediately upon adoption.

Staff recommends that the Board adopt Resolution No. 25-06 approving the modifications to Board Policies as provided herein.

ATTACHMENT: 15A – Draft Resolution No. 25-06 Approving NCTD Board Policies
15B – PowerPoint Presentation Regarding Review of Proposed Modifications to NCTD Board Policies

FISCAL IMPACT: This staff report has no fiscal impact.

COMMITTEE REVIEW: Executive Committee

Date: October 13, 2025

STAFF CONTACT: **Suheil Rodriguez, Director of Administration/Clerk of the Board**
E-mail: srodriguez@nctd.org Phone: 760-966-6696

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

RESOLUTION NO. 25-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY TRANSIT – SAN DIEGO RAILROAD APPROVING MODIFICATIONS TO BOARD POLICIES

WHEREAS, the North County Transit – San Diego Railroad (“NCTD”) Board of Directors (“Board”) has adopted Board Policies 1 through 34 to guide the daily operations of NCTD; and

WHEREAS, Board Policy No. 1 states that at least annually, the Board will review such Board Policies as previously adopted; and

WHEREAS, the Executive Committee of the Board met on October 13, 2025, where they reviewed the Board Policies and provided feedback to staff. The Executive Committee recommended advancement of the proposed modifications to the full Board for consideration on Other Business at the October 23, 2025 Regular Meeting of the Board; and

WHEREAS, the Board has reviewed the proposed modifications to previously adopted Board Policies, as listed in Exhibit A to this Resolution and as set forth in full in Exhibit B to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of NCTD hereby approves the revised Board Policies set forth in full in Exhibit B to this Resolution.

BE IT FURTHER RESOLVED that insofar as the provisions of any Ordinance, Resolution, document or previous action of the Board and/or the Chief Executive Officer, prior to the date of this Resolution, are inconsistent with the provisions of this Resolution or the policy adopted by this Resolution, this Resolution and the Board Policy adopted herein shall control.

PASSED, APPROVED AND ADOPTED at the Regular Meeting of the Board of Directors of NCTD this 23rd day of October 2025.

____
BOARD CHAIR
North County Transit – San Diego Railroad

CERTIFICATION

I, Suheil Rodriguez, duly appointed and qualified, Clerk of the Board of NCTD, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Directors of the NCTD adopted at a legally convened meeting of the Board of Directors of the NCTD held on the 23rd day of October 2025.

____

CLERK OF THE BOARD
North County Transit – San Diego Railroad

RESOLUTION NO. 25-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH COUNTY TRANSIT – SAN DIEGO RAILROAD APPROVING MODIFICATIONS TO BOARD POLICIES

Exhibit A

ADMINISTRATIVE REVISIONS

BOARD POLICY NO.	NAME
1	General Provisions
2	Appointment to Board of Directors
4	Rules of Procedure
6	Ethics Training
7	Board Member Compensation and Travel Expense Reimbursement
9	Investment Policy
10	Cash Reserve Funds
11	Real Estate
12	Excess Real Property Utilization Plan
13	Advertising Concessions and Merchandising
14	Record Management and Document Control
15	Records Retention Policy and Schedule - RRS
16	Public Records Requests
17	Budget Development
19	Delegation of Authority to Chief Executive Officer
20	Complimentary Transit Passes

21	**Complementary ADA Paratransit Program**
22	**Service Requests**
23	**Railroad Construction Scheduling and Management**
26	**Discrimination Complaint Procedures**
27	**Equal Employment Opportunity**
28	**Fraud Prevention**
29	**Capitalization and Asset Management**
30	**Threshold for Major Service Change**
31	**Threshold for Disparate Impact on Minority Populations**
32	**Threshold for Disproportionate Burden**
34	**Unsolicited Proposal Policy**

SUBSTANTIVE REVISIONS

BOARD POLICY NO.	NAME	MODIFICATION
3	Committees and External Appointments	• Revisions to structure of internal committee scheduling. Establishing a defined schedule within the policy will provide greater clarity for Board Members interested in joining a committee and help reduce scheduling challenges. • Align committee schedules with other regional transit agencies (SANDAG, MTS, OCTA, LOSSAN).
5	Public Notice and Participation	• Added a budget adoption requirement for a public hearing under California's open meeting and public agency laws (e.g., the Brown Act, Gov. Code § 54950 et seq.) • Revisions to Public Participation Process based Executive Order (EO) 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity", signed by President Trump on January 21, 2025, which revoked EO 12898, "Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations."

8	**Conflict of Interest**	• **Revisions were made to ensure compliance with the Political Reform Act (Gov. Code sections 81000, et seq.) and the Fair Political Practices Commission (FPPC) regulations. The legal component involves confirming that the new administrative process—electronic filing through the web portal managed by the County of San Diego—continues to satisfy all statutory and FPPC requirements related to filing, retention, and public access.** • **Added and removed positions to streamline position categories.**
25	**Disadvantaged Business Enterprise**	• **Revised policy language for NCTD's DBE Program to ensure compliance with the U.S. Department of Transportation's (DOT) interim final rule (IFR) issued on September 30, 2025, regarding the DBE program. The rule eliminates the longstanding race- and sex-based presumptions of disadvantage that had automatically classified women and certain racial or ethnic groups as "socially and economically disadvantaged".**

Exhibit B

DRAFT MODIFICATIONS TO NCTD BOARD POLICIES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 1
General Provisions

Summary

This policy establishes the purpose, responsibilities, and update process for this and other Board Policies and procedures. The North County Transit District operating as North County Transit – San Diego Railroad's (NCTD) Board of Directors ("Board") will provide updates to existing Board Policies and direct staff in the development, adoption, and implementation of new Board Policies as necessary.

Offices and Location

Pursuant to Public Utilities Code § 125001, the name of this District is the "North County Transit District" operating as North County Transit – San Diego Railroad ("NCTD"). The general administration office mailing address is 810 Mission Avenue, Oceanside, CA 92054.

Mission and Vision Statements

NCTD's mission is to operate an environmentally sustainable and fiscally responsible transit network that provides seamless mobility for all while achieving organizational and operational excellence.

NCTD's vision envisions a comprehensive transit and mobility system that connects all North County San Diego residents and visitors to a healthy, economically vibrant, and thriving region.

Definitions

Board Policies: Policies adopted by the Board are established to guide the operation of the ~~District~~NCTD. Previously known as "Policies" but renamed as "Board Policies," all Board Policies may be found at gonctd.com/about-nctd/board-information/.

Use of the term "Chief Executive Officer" throughout NCTD Board Policies shall mean the Chief Executive Officer as appointed by the Board of Directors.

Adoption

Board Policies have been adopted pursuant to the provisions of ~~the North County Transit District~~NCTD Act (Public Utilities Code § 125000, et. seq.). As set forth in Division 11.5 of the State of California Public Utilities Code, the Board is responsible for establishing general policies governing the operation of the ~~District~~NCTD. The Board shall delegate to the Chief Executive Officer the authority to carry out Board Policies, as appropriate, and may request of the Chief Executive Officer reports regarding the administration and effectiveness of these Board Policies.

Severability

If any policy or portion of a policy contained within the Board Policies is in conflict with statutes, regulations, rules, or legislation having authority over NCTD, said statutes, regulations, rules, or legislation shall prevail. Further, the sections, paragraphs, sentences, clauses, and phrases in Board Policies are severable; and if any section, paragraph, sentence, clause or phrase of any of the Board Policies is declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity, shall not affect any remaining sections, paragraphs, sentences, clauses, and phrases of the Board Policies.

Procedure

1. Board Committees, members of the Board, the Chief Executive Director, Chief General Counsel, and Division Chiefs may direct proposed Board Policies to the Board for formal consideration.
2. The initiating group or individual is responsible for drafting the respective proposed Board Policy for Board approval.
3. Proposed Board Policies will be submitted to the Chief Executive Director and Chief General Counsel for review and to the Board for action.
4. After the Board adopts or revises a Board Policy, the Clerk of the Board will post the new or revised Board Policy on GoNCTD.com.

Annual Review of Policies

At least annually, staff may review and suggest revisions to existing Board Policies, as appropriate, and bring new Board Policies, if appropriate, to the Board for consideration and approval.

Approvals

____________________	____________________
Board Chair	Date
____________________	____________________
Chief Executive Officer	Date
____________________	____________________
Deputy Chief Executive Officer/ Chief General Counsel	Date

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
10/20/2016	3	16-10	2016 REVISION
10/17/2019	4	19-06	2019 REVISION
10/21/2021	5	21-05	2021 REVISION
10/19/2023	6	23-06	2023 REVISION TO NCTD'S MISSION AND VISION AND DEFINED TERM EXECUTIVE DIRECTOR
10/17/2024	7	24-08	2024 REVISION: UPDATES TO POSITION OF CHIEF EXECUTIVE OFFICER THROUGHOUT
10/23/2025	8	25-06	2025 REVISION: UPDATES TO NCTD LOGO AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 2
Appointment to Board of Directors

Summary

This Board Policy sets out the North County Transit ~~District~~ – San Diego Railroad (NCTD) Board of Directors' ("Board") governing mission statement, describes the appointment process for members and alternates, and outlines the responsibilities of Board members.

Governing Mission Statement for Board of Directors

The Board is responsible for representing the citizens of North San Diego County in providing strategic and policy level leadership to ensure that ~~North County Transit District ("~~NCTD~~")~~ meets the public transportation needs of the region in a full, safe, timely, and cost-effective manner.

Board Members and Alternates

Pursuant to Public Utilities Code § 125050, as amended, the Board is composed of one member of each of the city councils of the cities of Carlsbad, Del Mar, Encinitas, Escondido, Oceanside, Solana Beach, San Marcos, and Vista, one member from the San Diego County Board of Supervisors, and one non-voting member from the City Council of the City of San Diego, effective January 1, 2019. Additionally, Public Utilities Code § 125050(a) provides that the member of the County of San Diego Board of Supervisors shall represent the largest portion of the county within NCTD's jurisdiction as defined by Public Utilities Code § 125052.

Pursuant to Public Utilities Code § 125051, each city and the county represented on the Board appoints one alternate member to serve on the Board when the regular member is not available. The alternate shall be subject to the same restrictions and shall have the same powers, when serving on the Board, as the member. However, the alternate members may not be compensated to attend non-Board meetings and conferences and may not travel at the expense of NCTD.

Election of Board Chair and Vice Chair

The Board Chair and Board Vice-Chair shall be nominated each year by the Board at its December meeting based on the recommendations of a three-person nominating committee appointed by the Board Chair at a legally convened meeting of the Board with the concurrence of the full Board at that meeting. The Board Chair and Board Vice-Chair shall be subsequently elected by the Board at the January meeting of the Board of Directors, pursuant to Public Utilities Code § 125100. Only voting members are eligible to serve as the Board Chair and Vice Chair and as the members of the nominating committee.

If the position of Board Chair is vacated for any reason prior to the conclusion of the term, the Board Vice-Chair shall become the new Board Chair to serve the remainder of the term. The Board shall elect a new Board Vice-Chair at the next regularly scheduled meeting to serve the remainder of the term.

Pursuant to Public Utilities Code § 125100, in the event of the absence or inability of the Board to act, the Chair or Vice-Chair, or the members present, by an order entered into the minutes, shall select one of their members to act as Chair pro tem, who while so acting, shall have all of the authority of the Chair.

Board Member Responsibilities

- All new Board Members will receive on-boarding orientation as needed covering NCTD Board Policy and governance issues specific to NCTD. This orientation will be offered to the Board of Directors by the Clerk of the Board via a presentation and/or meeting.
- Attend Board and committee meetings and functions, such as special events, to promote NCTD. When not able to participate, encourage the alternate to attend and brief them.
- Be informed about and guide the organization's mission, services, policies, and programs.
- Review agenda and supporting materials prior to Board and committee meetings.
- Be knowledgeable about the legislative process and issues affecting the Board.
- Serve on committees or task forces and offer to take on special assignments, including representing NCTD on external committees.
- Inform others about NCTD.
- Keep up-to-date on developments in the transportation field.
- Follow conflict of interest and confidentiality policies of NCTD.
- Assist the Board in carrying out its fiduciary responsibilities, such as reviewing ~~the District's~~NCTD's quarterly and annual financial statements, and adopting the operating budget, and capital improvement program.

Approvals

Board Chair   Date

Chief Executive Officer   Date

Deputy Chief Executive Officer/
Chief General Counsel   Date

Board Policy No. 2 – Appointment to Board of Directors

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED		
10/17/2013	1		2013 REVISION
10/16/2014	2		2014 REVISION
10/20/2016	3	16-10	2016 REVISION
10/19/2017	4	17-10	2017 REVISION
10/18/2018	5	18-09	ADDITION OF NON-VOTING BOARD MEMBER FROM CITY OF SAN DIEGO
10/15/2020	6	20-08	TIMEFRAME FOR APPOINTMENT TO THE NOMINATING COMMITTEE UPDATED.
10/17/2024	7	24-08	2024 REVISION: UPDATE TO POSITION TITLES AND USE OF GENDER-NEUTRAL PRONOUNS THROUGHOUT
10/23/2025	8	25-06	2025 REVISION: UPDATE TO POSITION TITLES, AGENCY NAME AND LOGO

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 3
Committees and External Appointments

Summary

This policy describes the North County Transit – San Diego Railroad ~~District~~ ("NCTD") Board of Directors ("Board") committee structure, composition, and appointment process, and provides for designation of members and alternates to external committees.

Board Committee Structure

The Board committees are:

1. the Executive Committee;
2. the Marketing, Service Planning, and Business Development Committee (MSPBD); and
3. the Performance, Administration, and Finance Committee (PAF).

Only voting members of the Board are eligible to serve on NCTD Board committees and/or to be designated as a member or alternate to an external committee representing NCTD.

Committee Responsibilities and Duties

1. Executive Committee – Responsible ~~to~~ for ensuring~~e~~ that the Board is effective and is prudent in its management of NCTD and provides oversight and guidance to NCTD in the achievement of its goals. Following are examples of the subject matters addressed by the Executive Committee:

   a. Annually review and recommend amendments to the Board rules and procedures;
   b. Develop NCTD policy recommendations pertaining to strategic planning, values, ethics, and issues deemed necessary to be referred to the full Board by the Committee;
   c. When authorized in advance by the Board, act for the full Board between meetings;
   d. Annually evaluate the Chief General Counsel pursuant to Government Code §54957.6. Executive Committee recommendations to modify any elements of the Deputy Chief Executive Officer/Chief General Counsel's employment agreement will be advanced to the full Board for approval.
   e. Actively support the Chief Executive Officer; annually evaluate the Chief Executive Officer pursuant to Government Code §54957.6; and develop recommendations for full Board approval on Chief Executive Officer selection, compensation, and employment. Executive Committee recommendations to modify any elements of the Chief Executive Officer's employment agreement will be advanced to the full Board for approval.

2. MSPBD Committee – Responsible ~~to~~ for ensuring~~e~~ that NCTD is formulating and executing strategies that support increasing ridership and revenues within the resources allocated through the budget process. Following are examples of the subject matters addressed by this Committee:

    a. Development and implementation of a marketing and communications plan;

    b. Development and modification of service plans across all modes;

    c. Development of strategies and plans to diversify and increase revenue through strategic partnerships.

3. PAF Committee – Responsible ~~to~~ for ensuring~~e~~ that NCTD follows sound financial practices, complies with all financial reporting requirements, and reviews critical performance indicators to ensure NCTD goals and objectives are achieved. Following are examples of the subject matters addressed by this committee:

    a. Oversee the preparation of an annual budget for NCTD before presentation to the full Board for approval;

    b. Monitor budget implementation and financial procedures;

    c. Review and recommend for approval significant changes to the budget (e.g. suggested new programs, funding reductions), and make recommendations to the full Board;

    d. Oversee the assets of NCTD and manage investments;

    e. Receive performance reports that capture the major performance indicators across all business areas of NCTD and present to the full Board along with recommendations for improvement, when necessary.

    f. Review the Internal Audit Program's (IAP) annual Comprehensive Audit Plan proposed by the Chief Executive Officer and Deputy Chief Executive Officer/Chief General Counsel and provide reports to the full Board of Directors regarding IAP activities;

Composition of Committees

The Executive Committee is composed of four members, consisting of the Board Chair and Board Vice-Chair, the Chair of the MSPBD Committee, and the Vice-Chair of the PAF Committee. The Board Chair and Board Vice-Chair shall serve as the Chair and Vice-Chair, respectively, of the Executive Committee.

Both the MSPBD Committee and the PAF Committee are composed of four members of the Board. The Board Vice-Chair shall be a member and Chair of the PAF Committee.

Committee Appointment Process

Members of the Board shall state their preference at the December Board meeting as to which committee they would prefer to serve on in the following term. Should more than four Board members request to be on the MSPBD Committee and more than three Board members (excepting the Board Vice-Chair) request to be on the PAF Committee, the Board Chair, with concurrence of the Board, will appoint the appropriate number of Board members to each committee. As needed, the Board Chair shall continue to appoint Board members to the committees with the consent of the Board, consistent with the aforementioned requirement that the Board Vice-Chair is required to serve as the Chair for the PAF Committee and is also a member of the Executive Committee.

At their first committee meeting in the new calendar year, the members of the MSPBD Committee shall elect its Chair and Vice-Chair. At their first committee meeting in the new calendar year, the members of the PAF Committee shall elect its Vice-Chair.

Operating Procedures of Committees

The committees operate as standing committees for the purpose of the Ralph M. Brown Act, California Government Code §54950 et. seq. (Brown Act) so that all meetings are properly noticed and accessible to the public. The public may speak at each meeting under public comment as well as on each agenda item. Board members may attend meetings of the committee on which they are not a member and participate as members of the public. Board members cannot vote, be compensated, or attend closed sessions of the committee of which they are not a member. A quorum of a committee is three members. If a committee member cannot attend one of their committee meetings, the Board Member's alternate may attend the committee meeting in the member's place.

The Chief Executive Officer will designate a primary staff liaison for the MSPBD and PAF Committees, respectively. The Chief Executive Officer or designee will be the primary liaison to the Executive Committee.

Agenda items that pass through one of these committees may be advanced to the full Board for formal action. No formal action is taken at the committee meetings, except where authorized in advance in accordance with Paragraph 1.c.

Committee Meeting Dates and Times

The Executive Committee shall meet on at least an annual basis to adopt a work plan and a tentative annual meeting calendar. The first meeting each year ~~of the Executive Committee~~ shall occur no later than the second week of April. Future meetings are anticipated to occur on the second Tuesday in the months of October and December, as needed. Committee meetings shall be noticed in accordance with the Brown Act at a mutually agreed upon time by the Executive Committee.

The PAF Committee and MSPBD Committee shall each meet on at least an annual basis to adopt a work plan and a tentative meeting calendar. The first meeting of the PAF Committee shall occur no later than the third week of February, and the first meeting of the MSPBD Committee shall occur no later than the third week of March. Future meetings of the PAF Committee are anticipated to occur at 11:00 a.m. on the day of the Board meeting in the months of May and December,~~.~~ ~~The first meeting of the MSPBD Committee shall occur no later than the third week of March.~~ and ~~F~~future meetings of the MSPBD Committee are anticipated to occur at 11:00 a.m. on the day of the Board meeting in the months of June and September, as needed. Committee meetings shall be noticed in accordance with the Brown Act. ~~The number and frequency of meetings held by each of these committees can vary depending upon the needs established by~~

~~the committee with guidance from their staff liaison.~~ It is preferable that meetings of the PAF Committee and MSPBD Committee be scheduled to occur in advance of meetings of the Executive Committee to support the development and placement of agenda items for the upcoming regular meeting of the Board.

All committee meetings will be held at the NCTD offices located at 810 Mission Avenue, Oceanside, CA, unless otherwise noticed.

Board External Committees

The Board is authorized to designate members and alternates to represent the Board at specified meetings of other governmental entities and public agencies including meetings of other transit related organizations. In the event that the Board-designated primary appointee(s) and alternate(s) are not available to attend a specified meeting, the Board authorizes the Board Chair to select, at their discretion, a Board member to attend the specified meeting as the duly appointed representative of NCTD.

Ad Hoc Committees

Ad hoc specialized subcommittees may be appointed by the Board if the need arises to accomplish specific tasks. Upon completion of its assignment, each ad hoc subcommittee shall disband.

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/Chief General Counsel	Date

Board Policy No. 3 – Committees and External Appointments

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED		
10/17/2013	1		2013 REVISION
10/16/2014	2		2014 REVISION
2/18/2016	3		COMMITTEE SCHEDULE ADJUSTMENT
10/19/2017	4	17-10	2017 REVISION
10/18/2018	5	18-09	2018 REVISION
10/15/2020	6	20-08	2020 REVISION
10/21/2021	7	21-05	2021 REVISION
10/17/2024	8	24-08	UPDATES TO CHIEF EXECUTIVE OFFICER TITLE THROUGHOUT
10/23/2025	9	25-06	UPDATES TO POSITION TITLES AND REVISIONS TO COMMITTEE MEETING SCHEDULES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 4
Rules of Procedure for the Conduct of Meetings

Summary

Pursuant to Public Utilities Code § 125101, this policy establishes rules and procedures for the conduct of Board meetings for the North County Transit – San Diego Railroad ~~District~~ ("NCTD").

Robert's Rules of Order

If a matter arises at a ~~North County Transit District's~~ NCTD Board of Directors ("Board") meeting which is not covered by these Rules of Procedure or applicable provisions of federal or state law, the procedures of the Board shall be governed by the latest revised edition of Robert's Rules of Order.

Ralph M. Brown Act

Pursuant to Public Utilities Code § 125104, all meetings of the Board, including standing Committee meetings, shall be conducted in the manner prescribed by the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, Title 5 of the Government Code, commencing with Section 54950.

Failure to Observe Procedures

These provisions are adopted to expedite the transaction of the business of the Board in an orderly fashion and are deemed to be procedural only. The failure to strictly observe such rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with law.

Quorum and Voting

Pursuant to Public Utilities Code § 125102, a majority of the Board members eligible to vote shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board eligible to vote; however, after a vote of the members is taken, a weighted vote may be called by any two members eligible to vote.

In the case of a weighted vote, the County of San Diego and each city (with exception of the City of San Diego), shall, in total, exercise 100 votes to be apportioned annually based on population. Approval under the weighted vote procedure requires the vote of the representatives of not less than three jurisdictions representing not less than 51 percent of the total weighted vote to supersede the original action of the Board. When a weighted vote is taken on any item that requires more than a majority vote of the Board members eligible to vote, it shall also require the supermajority percentage of the weighted vote.

The population of the County of San Diego shall be the population in the unincorporated area of the County within the area of jurisdiction of the Board pursuant to Public Utilities Code § 125052. NCTD shall calculate the population of each member City (with exception of the City of San Diego) and the unincorporated area of the County using the most current United States Census Data, and the Clerk of the Board shall maintain such information for use at any noticed Public Meeting in order to calculate the weighted vote.

When necessary, a Board member may attend a Board meeting by teleconference in accordance with the provisions of the Ralph M. Brown Act.

Meetings

1. Regular Meetings (requires a 72-hour notice) – The Board conducts its regular meeting on the third Thursday of the month generally at 2:00 p.m. at NCTD's administrative offices, or the location identified in the public notice of the meeting. Closed session is generally held at the end of the regular meeting as set forth and noticed on the agenda. The notice of the meetings must be posted at least 72 hours before the start of the meetings. At the last regular meeting of the Board in December of each year, the Board shall adopt a schedule of its meetings for the coming year.

2. Special Meeting (requires a 24-hour notice) – The Chair of the Board may within their discretion, or upon the request of any ~~2~~ two Board members with concurrence of the Chair, call a special meeting for the purpose of transacting any business so specified in a published meeting notice. In addition, a special meeting may be called by a majority of the members of the Board by delivering, personally or by mail, written notice to each member of the Board 24 hours before the time of the special meeting. Notice to members of the Board may be dispensed with as to any Board member who at, or prior to, the time the meeting convenes files with the Clerk of the Board a written waiver of notice. The written notice may also be dispensed with as to any Board member who is actually present at the meeting at the time it convenes. The start time of the Special Meeting is dependent upon the number of ~~Workshop~~ agenda items. The notice shall be in accordance with Government Code section 54956 and will specify the time and place of the special meeting together with the business to be transacted. No other business shall be conducted by the Board except that so specified in the notice.

3. Emergency Meeting (~~twenty-four (~~24~~)~~- hour notice waived) – An emergency meeting may be called for:

    a. Any activity that severely impairs public health, safety, or both as determined by a majority of the members of the Board;

    b. A crippling disaster, mass destruction, terrorist act, or threatened terrorist activity of significance that poses immediate peril.

    Any meeting of the Board, however called and noticed, shall be a valid meeting if a quorum is present and each of the Board members not present signs a written waiver of notice or an approval of the minutes of the special meeting. All waivers or approvals shall be made a part of the minutes of the meeting to which they relate.

4. Closed Session – All regular, standing committee, and special meetings of the Board shall be open to the public, provided however, that the Board may hold closed sessions during these meetings from which the public may be excluded for the purpose of considering

certain matters as authorized and noted in the published meeting agenda. Only voting members of the Board shall participate in Closed Session meetings of the Board.

No member of the Board, employee of the Board, or any other person present during a closed session shall disclose to any person the content or substance of any discussion which took place during the session unless the Board authorizes the disclosure by majority vote. No Board member shall report the content or substance of any discussion which took place in the session to that Board member's city council unless the Board authorizes the disclosure by a majority vote.

5. Workshop Session (requires a ~~seventy-two~~72-hour notice) – The Board may elect to meet in study/workshop sessions. The purpose of such sessions shall be for hearing reports from the staff and reviewing, discussing, and debating matters of interest to the Board and/or the public. No official action shall be taken at a workshop session. Such sessions shall be noticed and conducted as Board meetings which shall be open to the general public and shall meet the same requirements as regular Board meetings.

6. Adjourned Meeting – All meetings may be adjourned to a time, place, and date certain, but not beyond the next regular meeting. Once adjourned, the meeting may not be reconvened. Meetings may be adjourned by the Board Chair by a simple declaration in the absence of a protest by any Board member. Meetings may also be adjourned upon the making and seconding of such a motion in accordance with the specified procedures on motions. If a quorum is not present, less than a quorum may so adjourn a meeting. If all members of the Board are absent, the Clerk of the Board shall declare the meeting adjourned to a stated time and place, and notice the adjournment following the same procedure given for special meetings. When any meeting is adjourned, the Clerk shall post notice of such adjournment in the NCTD headquarters lobby within 24 hours after the time of the adjournment.

Order of Business for Regular Board Meetings

In order to facilitate the orderly conduct of business of the Board, an agenda shall be prepared containing the specific items of business to be transacted, a general description of each item, and the order in which to be heard. Items of business shall be placed on the agenda at the direction of the Chief Executive Officer, or their designee. These suggested agenda items shall have been reviewed and discussed at a meeting of a standing committee before being placed on the agenda. In addition, the Chief Executive Officer or their designee, with the approval of the Board Chair, may add an item to the agenda. Agenda items, including ordinances, resolutions, contracts, staff reports, or other matters to be submitted to the Board, shall be delivered to the Clerk of the Board not later than end-of-day two weeks preceding the regular meeting. The Clerk shall prepare the agenda under the direction of the Chief of Staff and/or their designee. Whenever feasible, each item on the agenda shall contain a staff recommendation and the specific action requested to be taken by the Board. The agenda shall be posted by the Clerk of the Board at least 72 hours before each regular meeting in a location that is freely accessible to members of the public. The Clerk shall maintain a list of those to whom copies of the agenda shall be distributed.

Before presentation to the Board, all contract documents shall have been approved as to form and legality by the Deputy Chief Executive Officer/Chief General Counsel, or their authorized legal representative, and shall have been examined and approved for administration by the Chief Executive Officer, or their authorized representative, where there are substantive matters of administration involved.

No matters other than those listed on the agenda shall be acted upon by the Board, unless voted by the Board to be added to the agenda in accordance with the Brown Act (Government Code § 54950 et. seq.).

The business of the Board shall generally be taken up for consideration and disposition in the following order:

FOR SPECIAL MEETING:

1. Call to order (opening of Special Meeting)
2. Roll call for Special Meeting
3. Safety Brief and Evacuation Procedures
4. Public communications
5. Agenda items
6. Informational Presentations
7. Adjournment of Special Meeting

FOR REGULAR MEETING:

1. Call to order (opening of Regular Meeting)
2. Roll call
3. Pledge of Allegiance
4. Safety Brief and Evacuation Procedures
5. Changes to the agenda
6. Public communications (15-minute total time limit at beginning of meeting)
7. Approval of minutes
8. Agenda items
    - Consent Items
    - Other Business Items (agenda items requiring action by the Board)
    - Information Items (agenda items that do not require action of the Board)
9. Chief Executive Officer's Report
10. Correspondence, Board Member Comments and Reports
11. Remaining public communications (no total time limit for end of the meeting)
12. Closed Session (if any)
13. Adjournment of Regular Meeting

Board Policy No. 4 – Rules of Procedure for the Conduct of Meetings

Call to Order – Presiding Officer

The Board Chair, or in their absence, the Vice-Chair, shall take the chair at the hour appointed for the meeting and shall call the meeting to order. In the absence of the Chair and the Vice-Chair, the Clerk of the Board shall call the meeting to order, after which the temporary presiding officer shall be the Chair of the Marketing, Service Planning and Business Development (MSPBD) Committee, or the Vice-Chair of the Performance, Administration, and Finance (PAF) Committee, or any Board member (in this specific order) elected by the Board members present. Upon the arrival of the Chair or the Vice-Chair, the temporary presiding officer shall relinquish the chair at the conclusion of the business then before the Board.

The presiding officer may move, second, debate, and vote as the Chair. They shall not be deprived of any of the rights and privileges of a Board member by reason of acting as presiding officer. The presiding officer, or such person as they may designate, may verbally restate each question immediately prior to calling for the vote. Following the vote, the presiding officer shall announce whether the question carried or was defeated. The presiding officer shall be responsible for the maintenance of order and decorum at all meetings. They shall decide all questions of order and procedure subject to an appeal to the Board, in which case the matter shall be determined by majority vote of the Board. The presiding officer shall sign all ordinances, resolutions, contracts, and other documents necessitating their signature which were adopted in their presence, unless they are unavailable, in which case an alternate presiding officer may sign such documents.

Special Procedures for Public Hearings

A public hearing is required for the adoption of NCTD's annual budget and public transportation service changes in accordance with NCTD Board Policy No. 5 - *Public Notice and Participation*. Procedures for public hearings are provided therein~~ NCTD Board Policy No. 5 - *Public Notice and Participation*~~.

Minutes

The Clerk of the Board may record Board meetings as an aid in the preparation of the minutes. If any recordings are made, they shall be retained by the Clerk until such time as the minutes have been approved by the Board or in accordance with NCTD's most current Record Retention Schedule and Policy.

The Clerk of the Board may post a copy of the audio recording for ~~the District's~~NCTD's Special, Regular Board and committee meetings to the ~~District~~ NCTD website and/or an appropriate third-party web hosting site which is available to the general public. Video recordings of such meetings are available via live stream on the NCTD's ~~District's~~ YouTube page at the commencement of each noticed meeting and will be kept for the public's access at https://www.youtube.com/GoNCTD. Similarly, audio recordings ~~of a District Special~~for~~,~~ Regular Board and committee meetings may be accessed through the NCTD's ~~District's~~ website at: https://gonctd.com/about-nctd/board-information/. Audio recordings will be kept for 30 days until the minutes for that meeting are approved, in accordance with NCTD's Retention Schedule.

The minutes of the Board shall be kept by the Clerk of the Board and, after approval by the Board and signed by the Chair, shall be filed electronically in NCTD's ~~the District's~~ Document

Management System. An index of all Board agenda items recorded in the minutes shall be maintained by the Clerk of the Board. A record shall be made in the minutes of the names and city of residence of persons addressing the Board and the subject matter.

The minutes shall be distributed with the agenda for the next meeting of the Board and approved at that meeting. Unless the reading of the minutes of a Board meeting is requested by a Board member, the minutes may be approved without reading if the Clerk of the Board has previously furnished each Board member with a copy.

Consent Agenda

All matters listed under the consent agenda are considered by the Board to be routine and may be enacted by one motion. There will be no separate discussion on these items prior to the time the Board votes on the motion, unless members of the Board, the Chief Executive Officer, or members of the public request specific items to be discussed and/or removed from the consent calendar for separate action. If an item on the consent calendar is pulled, it will be discussed and/or subsequently approved at the end of the regular agenda.

Public Request to Speak

A request from the public to discuss an item must be filed with the Clerk of the Board on a "Request to Speak" form before the item is called. The forms will be available at the meeting. Speakers turning in slips after discussion begins on an item will be heard at the end of the meeting under agenda item "Remaining Public Communications" unless the Board Chair authorizes the speaker to proceed. Additional information and requirements regarding public participation is included in NCTD Board Policy No. 5 - *Public Notice and Participation*.

Motions

A motion is a formal statement of a proposal or question to the Board for consideration and action. Every Board member eligible to vote has the right to present a motion. A motion is generally not to be considered as a legislative action of the Board but is in the nature of direction or instruction; however, a motion will usually suffice unless a resolution is specifically called for by law or unless there is some reason for desiring the particular action formalized by separate instrument.

If the motion contains two or more divisible propositions, the presiding officer may divide the same. If a motion is properly made, the presiding officer shall call for a second. No further action is required on a motion which does not receive a second.

When a motion is made and seconded, it shall be restated by the Chair before a vote. Once a motion is before the Board, it may not be withdrawn by the one who made the motion without the consent of the one that seconded it.

Resolutions

In most cases, a resolution is little more than a formal motion set forth in a formal document. A resolution should be required under any circumstances where it is desirable that the action be formally recorded in the office of the Clerk of the Board as a numbered document which can be used for future reference.

Where a particular resolution has been prepared and is before the Board, it shall be adopted by motion, second, discussion, and vote. Where a particular resolution has not been prepared, a motion to direct the Chief General Counsel to prepare the document and return it to the Board is in order.

Where necessary, a resolution may be presented verbally in motion form together with instructions for written preparation. Upon execution of such a resolution, it shall become an official action of the Board.

<u>Ordinances</u>

Certain legislation of a permanent nature, which is to remain in force until amended or repealed, and which establishes rights and obligations and where failure to comply may result in a penalty, may be enacted by ordinance. An ordinance shall be introduced by motion after a reading of the title. If adopted, the ordinance shall be effective on the date of adoption, or on the date stated in the ordinance.

<u>Reading of Ordinances and Resolutions</u>

At the time of introduction or adoption of an ordinance or a resolution, the same shall not be read in full unless, after the reading of the title, further reading is requested by a Board member. If any Board member so requests, the ordinance or resolution shall be read in full by the Clerk of the Board.

<u>Motion to Renew</u>

Within ~~ten (~~10~~)~~ days following a vote on an action item at a Board meeting, any Board member eligible to vote may request the Clerk of the Board to place the item on a future Board agenda to renew the motion. Upon receipt of a timely request, the Clerk of the Board will place two items on the next available agenda as follows:

1. Consideration of whether to vote on a motion to renew [the subject motion]; and
2. Motion to renew [the subject motion].

At the Board meeting, the Board shall debate and vote upon whether to permit a motion to renew. If the Board votes to permit a motion to renew upon the making of such a motion, the Board shall debate and vote upon the motion. Such a request to consider a motion to renew shall not be made, nor shall the subject motion be reconsidered within ~~twelve (~~12~~)~~ calendar months of action by the Board on the original motion at issue.

Board Policy No. 4 – Rules of Procedure for the Conduct of Meetings

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/Chief General Counsel	Date

Board Policy No. 4 – Rules of Procedure for the Conduct of Meetings

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted		
10/17/2013	1		2013 Revision
10/16/2014	2		Changes in order of Agenda
10/20/2016	3	16-10	2016 Revision
10/19/2017	4	17-10	2017 Revision
12/21/2017	5	17-14	Addition of AB 805 language – Weighted Vote.
10/18/2018	6	18-09	Annual update.
10/21/2021	7	21-05	Annual Update
10/19/2023	8	23-06	Annual Update, Gender-Neutral Pronouns Throughout and Updates on Video Recordings at Meetings
10/17/2024	9	24-08	Updates to Position Titles and Order of Agenda
10/23/2025	10	25-06	2025 Revision: Updates to Logo, Agency Name and Position Title

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 5
Public Notice and Participation

Summary

This policy defines the public participation processes and public notice and hearing requirements that support public comment and input to the North County Transit ~~District~~ – San Diego Railroad ("NCTD") Board of Directors ("Board") in reaching policy decisions.

The Ralph M. Brown Act (Government Code § 54950 et. seq. ("Brown Act")~~)~~ – Agenda, Public Comment Requirements, and NCTD Procedures:

1. The Ralph M. Brown Act – The Brown Act, as stated in Chapter 9, Part 1, Division 2, Title 5 of the Government Code, commencing with § 54950, sets out California's open meetings law and regulates meetings of local public agencies. All meetings of the Board, including standing and ad hoc committee meetings, shall be conducted in the manner prescribed by the Brown Act.
2. Agendas – The Brown Act includes requirements for posting of agendas, distribution of agenda materials, access, meeting locations, and public input. Agendas will be posted on NCTD's website and at NCTD's administration building, in accordance with the requirements set forth in *Board Policy No. 4, Rules of Procedure*.
3. Public Comment - Generally – Pursuant to the Brown Act, NCTD agendas for regular meetings will allow members of the public to address NCTD on any item of interest to the public within the purview of NCTD. Members of the public will also be allowed to address NCTD before or during NCTD's consideration of any agenda item to be considered at a regular or a special meeting of NCTD.

   A request from the public to discuss an agenda item at a Board Meeting must be filed with the Clerk of the Board on a "Request to Speak" form before consideration of the item commences. A "Request to Speak" form must also be completed by any person, or group of persons, desiring to address the Board on a non-agendized matter, and submitted to the Clerk before the meeting is called to order. The forms will be available at the meeting.

   Speakers turning in "Request to Speak" forms after discussion begins on an item that is not subject to a Public Hearing will be heard at the end of the meeting under agenda item "Remaining Public Communications."

   Public Decorum - On August 30, 2022, Governor Newsom signed into law Senate Bill 1100 (SB 1100), which amends the Ralph M. Brown Act (Brown Act) to provide clarification regarding the authority of the Board of Directors related to the public decorum of speakers and the protection and safety of public officials. SB 1100 aims to protect the public and public officials from threats and to ensure that public access is not impeded by disruptive behavior.

   SB 1100 adds Section 54957.95 to the Government Code and expressly authorizes the governing body to warn the public speaker of their disruptive behavior and have them removed from the meeting if they do not comply. SB 1100 defines disruptive behavior as behavior that "actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting". This includes behavior that (1) violates one of the governing body's regulations addressing the conduct of open meetings, or (2) a reasonable observer would perceive as a threat to use force by that member of the public.

In accordance with SB1100, the Board of Directors has the authority to remove a disruptive member of the public from an open meeting in order to maintain order during the meeting. SB 1100 went into effect January 1, 2023.

Public Hearings

NCTD conducts public hearings as part of its process to adopt an annual budget, adopt new or modify ordinances, and changes to fares or transit services. Notice of a public hearing will be posted and published, as further set forth below, to afford the public the opportunity to provide comments at the meetings or to submit comments in writing. "Request to Speak" forms should be submitted by persons desiring to speak during a public hearing but are not required.

Public Input Process and Time Limits

Each person desiring to address the Board on a non-agendized item shall state the subject they wish to discuss. Each person addressing the Board on any matter, whether listed on the agenda or not, shall state who they are representing if they represent an organization or other persons.

Speaker's remarks are limited to three ~~(3)~~ minutes if they are speaking on an item not listed on the agenda. If the speaker is speaking on an item listed on the agenda, they may be donated three minutes by another speaker for a maximum of six ~~(6)~~ minutes. The Board may grant additional time to speak on an item. In such case, the same time limit shall apply to all speakers on that item.

All remarks shall be addressed to the Board as a whole and not to any Board Member specifically. No questions shall be asked of a Board Member or a member of the staff without obtaining permission of the presiding officer.

After a motion has been made, no member of the public shall address the Board from the audience on the matter under consideration without first securing permission to do so by a majority vote of the Board.

Process for Conducting Public Hearings

When required by law, public hearings will be conducted by NCTD at the date, time, and location previously noticed, and shall be held in accordance with the schedule on the agenda or as soon thereafter as practical. A public hearing is required for the adoption of NCTD's annual budget and for fare and service changes, which additional procedures are set out below. These public hearings generally require a 30-~~-~~day notice. Public hearings for other matters shall otherwise be conducted as required by law. ~~If an i~~In-person meetings~~, meetings~~ are held at NCTD offices which are accessible by public transit. Virtual meetings are accessible by all people with computers and/or phones. Upon request, translation is available at all meetings, in accordance with NCTD's Language Assistance Program (LAP). Special accommodations are made for persons with disabilities.

Prior to all Board public hearings, copies of the Board's agenda, with attachments, inclusive of any staff report, shall be available at the office of the Clerk of the Board at least 72 hours prior to the commencement of the public hearing, provided, however, the Board may allow in its discretion the filing of supplemental reports which shall be made public at the commencement of the public hearing in accordance with the Brown Act. The public hearing will allow for all interested parties to be heard prior to Board consideration of the proposal. The Board will also consider any written comments which were forwarded to the Board on the hearing item.

1. Public Hearings Procedure

   Unless otherwise required by law, the order of the public hearing shall be as follows:

   a. Open the Public Hearing

      The presiding officer shall open the public hearing as scheduled on the agenda.

      i. Presentation of Staff Report
      ii. Questions from the Board
      iii. Public Testimony. The presiding officer shall call for public testimony of people in favor/in opposition.

      The presiding officer may, dependent upon the necessity for ensuring adequate presentation of testimony and evidence to provide a fair hearing, set longer time limits than otherwise allowed. The decision of the presiding officer may be appealed to the full Board.

   b. Closure of Public Hearings

      When neither the public nor ~~District~~ NCTD staff have further evidence to produce, or the presiding officer nor majority of the Board believes sufficient evidence has been presented, the presiding officer shall order the public hearing closed. Once closed, no further evidence, either oral or in writing, will be accepted by the Board, provided, however, that the presiding officer, where it appears that good cause exists to hear further evidence concerning the matter which is the subject of the public hearing, may reopen the public hearing.

   c. Board Action

      The Board has the authority to either approve, deny, or modify the proposal that is before the Board or, based on public comments, direct staff to research any comments for Board consideration at another meeting.

Public Hearing Notice Requirements

1. General

   Notice of public hearing shall be published in the following local newspapers with circulation in the North County:

   a. The regional publication of The San Diego Union-Tribune
   b. Publication in a Spanish language newspaper with circulation in the North County.

Board Policy No. 5 – Public Notice and Participation

Notice shall be published within the time limits required by law and include the following:

a. The date, time, and location of the public hearing.

b. A statement that the intent of the public hearing is to provide an opportunity for interested persons or agencies to be heard with respect to the effects of the proposed changes/matters to be considered at the public hearing.

c. A statement that comments can be offered verbally or in writing, establishing the date and time of the public hearing as the deadline for written submissions, and providing a mailing address and ~~facsimile~~ phone number.

d. A statement informing any interested parties of the location where a copy of the proposed change would be available for inspection.

e. A statement that NCTD does not discriminate on the basis of disability in the admission or access to, or in treatment or employment in, its services, programs, and activities. It shall include the contact person designated to coordinate compliance with the Americans with Disabilities Act (ADA) and how said person may be contacted 72 hours in advance of the public meeting to provide disability accommodations if requested. It shall also include a statement that agenda materials will be provided in accessible formats upon request.

f. A statement that NCTD does not discriminate on the basis of race, color, or national origin in the level and quality of transportation services and transit-related benefits in accordance with Title VI of the Civil Rights Act of 1964.

Items Subject to Public Hearing:

a. Fares: Public hearings on fare changes are conducted by the San Diego Association of Governments (SANDAG). Policies regarding those changes are contained SANDAG Regional Fare Policy and Comprehensive Fare Ordinance (SANDAG Policy No. 29) and applicable provisions of the SANDAG Public Participation/Involvement Policy (SANDAG Policy No. 25) as they may be amended from time to time, as related to fare changes.

b. Major service changes: A public hearing shall be held by the NCTD to seek public comment in considering proposed major service changes.

c. Budget Adoption: A public hearing shall be held by NCTD to seek public comment and review prior to adopting the annual budget and Captial Improvement Program in June before the start of the budget fiscal year.

~~c.~~d. Other: A service change proposal may be submitted for public hearing at the request of the Board or at the discretion of the Chief Executive Officer, even if it does not meet one or more of the criteria listed above.

Items Subject to Placement on the Board Agenda:

a. The Board shall consider all proposed minor service changes and new routes or services as a regular item placed on a Board agenda. No public hearing is required prior to consideration and/or approval of minor service changes and new routes or services.

Notification On-Board Revenue Vehicles:

a. Minor service changes and/or new routes and services: An informational flyer called a "Take One" shall be developed and include a detailed description of the proposed changes. The "Take One" will advise passengers of the board meeting date where these changes will be considered and invite them to make written or verbal comment at that meeting, or to provide written comment prior to the meeting for inclusion and consideration. The "Take One" shall be made available to the public on all routes one month prior to the relevant board meeting and shall be printed in both English and Spanish as well as other languages upon request.
b. Major service changes: In addition to the published Notice of Public Hearing, an informational flyer called a "Take One" shall be developed and will include a detailed description of the information contained in the public hearing notice.
   - The "Take One" shall be made available to the public on vehicles on all routes one month prior to the public hearing date.
   - The "Take One" shall be printed in both English and Spanish as well as other languages upon request.

Review and comment from Board Committees:

a. NCTD's Marketing, Service Planning and Business Development (MSPBD) Committee, a Board-appointment committee which advises the Board on service planning issues, shall review and comment on "major service change" proposals prior to the Board's public hearing.
b. NCTD's Performance, Administration, and Finance (PAF) Committee, a Board-appointed committee that advises the Board on financial issues, shall review and comment on fare increase proposals.

Final Notification of Changes to the Public:

a. Following Board approval of a fare increase or service change, a "Take One" shall be placed aboard all vehicles one week prior to the effective date of the change to inform the public of the implementation of the change. The "Take Ones" shall be printed in English and Spanish as well as other languages upon request.

Public Participation Process: Overall

1. The NCTD Public Participation Process (PPP) establishes a process for obtaining input from and providing information to the public concerning agency policies, services, projects, and program funding in order to ensure the public is informed and has the opportunity to provide NCTD with input so plans can reflect the public's vision. Ensuring the meaningful involvement of all social and economic groups, including low-income, minorities, individuals with disabilities, seniors, and other traditionally underrepresented communities is a key component of the PPP.
2. The PPP seeks to involve all citizens, including, but not limited to, low-income households, minorities, seniors, limited English speaking populations, individuals with disabilities, LGBTQ communities, community-based and civic organizations, public agencies, business groups and associations, environmental organizations, corporations, city commissions, schools, and other stakeholders in the decision-making process.

3. In accordance with FTA regulations, NCTD will review and update this plan as needed. ~~The various federal and state laws and regulations mentioned above require NCTD to conduct public participation programs to ensure that the public is involved and that community concerns are addressed.~~
4. FTA Title VI Circular 4702.1B requires NCTD to promote inclusive public participation to ensure riders, particularly the minority and LEP populations, have an opportunity to voice their opinions on major service and fare changes. To this end, NCTD shall:
    - Develop and maintain a "Community Contacts List" that consists of the emails and contact information to coordinate with community organizations, employers, advocacy groups, and other groups that we would communicate with and provide information to for distribution to traditionally underserved population segments (FTA C 4702.1B Chapter III-5(8)(c)).
    - For Major Service Changes, NCTD staff will conduct public meetings in the community, at times as suggested (6:00 p.m. or 7:00 p.m.) to maximize participation. This will include a meeting(s) at locations near the impacted communities, or easily accessible via transit (FTA C 4702.1B Chapter III-5(8)(a)).
5. In accordance with the ADA, hold public meetings in buildings, rooms, or locations that are accessible to persons with disabilities. NCTD shall provide public meeting information in alternate formats and shall provide special accommodations at public meetings with 72 hours' notice.

6. The 202~~3~~4 Language Assistance Plan (LAP), developed based on SANDAG's Four Factor Analysis, describes how NCTD shall identify and meet the needs of the population with limited English proficiency in the NCTD service area. In accordance with the LAP, as appropriate and depending on the specific project, NCTD translates into Spanish publications, timetables, Take Ones, and announcements. Translation into other languages is provided on a case-by-case basis based on an analysis of the need. In addition, numerous staff members are bilingual Spanish-English speakers and participate in public outreach and conduct presentations in Spanish. Translators are hired as needed to provide services in Spanish and other languages as appropriate.

~~7. NCTD makes environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its services, policies, and activities on minority populations and/or low-income populations. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations requires that disproportionately high and adverse human health or environmental effects on minority and low-income populations be identified and addressed in order to achieve environmental justice. Environmental justice at NCTD includes incorporating environmental justice and non-discrimination principles into transportation planning and decision-making processes. Environmental justice requires equitably providing to all residents, regardless of age, race, color, national origin, income, or physical agility, opportunities to work, shop, study, be healthy, and play. NCTD believes it is important to understand the impacts of transportation investments on our most vulnerable communities in order to better plan for the future. Promoting social equity and environmental justice in providing services and undertaking planning efforts requires involvement from a wide variety of communities and stakeholders. NCTD considers the following goals of environmental justice throughout~~

~~transportation planning and service delivery, and through all public outreach and participation efforts:~~

- ~~To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations,~~
- ~~To ensure the full and fair participation by all potentially affected communities in the transit decision-making process; and~~
- ~~To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.~~

Public Notice and Participation Process: Fare Changes

With the approval of Senate Bill 1703, the planning and programming functions of San Diego Metropolitan Transit System and NCTD were consolidated under SANDAG. As part of these functions SANDAG assumed the responsibility of developing a Regional Fare Policy, including setting fares for transit services in the region through a Regional Comprehensive Fare Ordinance. Public participation activities implemented to support the Regional Fare Policy are included within SANDAG Policy No. 25, Public Participation Plan Policy.

Public Notice and Participation Process: Major Service Changes

Definitions:

a. “Major Service Change”: Under *NCTD Board Policy No. 30, Threshold for a Major Service Change*, a major service change is any proposed changes to existing routes, whereby route miles or revenue miles are changed in excess of 25% of their current configurations, measured as happening at one time, or cumulatively within a single year. Change in number of daily trips that exceeds 25% is also considered a major service change. Finally, elimination or addition of a route qualifies as a major service change. Exemptions to the “Major Service Change” definition are included in NCTD Board Policy No. 30 - *Threshold for a Major Service Change*.

b. “Minor service change” is defined as: All proposed changes to existing routes, whereby route miles or revenue miles are changed in excess of ~~ten (~~10%~~)~~ ~~percent~~ but less than 25% of their current configurations, measured as happening at one time, or within a single year.

c. “New route or service” is defined as: All new routes or services featuring the presence of new route numbers, new route alignments, new service types, or new service configurations for areas with existing service.

d. Routine schedule adjustments to improve service reliability where there is no overall change in service levels or trips operated, or where the schedule adjustments alter departure or arrival times on individual trips by 10 minutes or less is not considered a service change within the definitions above.

For any fare increase or “major service change,” as defined under *Board Policy No. 30, Threshold for a Major Service Change*, notice shall be published at least 30 days in advance of the public hearing. The public notice shall include:

a. As applicable, the route numbers of the services that would be affected with the proposed major service change and the proposed effective date of the change.

b. The date, time, and location of the public hearing.

c. A statement that the intent of the public hearing is to provide an opportunity for interested persons or agencies to be heard with respect to the effects of the proposed changes/matters to be considered at the public hearing.

d. A statement that comments can be offered verbally or in writing, establishing the date and time of the public hearing as the deadline for written submissions, and providing a mailing address and facsimile number.

e. A statement informing any interested parties of the location where a copy of the proposed change would be available for inspection.

f. A statement that NCTD does not discriminate on the basis of disability in the admission or access to, or in treatment or employment in, its services, programs, and activities. It shall include the contact person designated to coordinate compliance with the ADA and how said person may be contacted 72 hours in advance of the public meeting to provide disability accommodations if requested. It shall also include a statement that agenda materials will be provided in accessible formats upon request.

g. A statement that NCTD does not discriminate on the basis of race, color, or national origin in the level and quality of transportation services and transit-related benefits in accordance with Title VI of the Civil Rights Act of 1964.

<u>Public Notice and Participation Process: Transit Improvements</u>

Government Code § 14085 requires project development agencies receiving state or federal funds for the purposes of project planning, design, rights-of-way, construction, acquisition, or improvement of exclusive public mass transit guide ways, such as NCTD, to prepare policies and procedures for project management, including public outreach and participation. Several federal and state laws and regulations require that project development agencies conduct public participation programs to ensure that the public is involved and that concerns are addressed.

1. Procedures

   a. For all major transit capital improvement projects, NCTD shall conduct a program designed to ensure that the general public is informed of progress, safety, and community impacts during the construction phase and is provided opportunities to express concerns.

   b. NCTD shall hold public meetings at key stages of project implementation and advertise them to all members of the affected community.

   c. NCTD shall solicit input from representatives of special user groups of the local population (e.g., senior and disabled riders) during design and construction in order to ensure that the capital facilities are usable by as many people as possible.

   d. NCTD shall work to minimize both actual and perceived disruption during the construction phase by disseminating informational, educational, and "public relations" materials and by utilizing other traditional public relations tools.

e. NCTD shall continue to cooperatively work with established community groups, such as planning groups and neighborhood associations.

f. NCTD should be prepared to meet citizens' concerns as they arise, on an individual basis, in order to satisfy them to the degree practical.

g. For projects managed/implemented by SANDAG, SANDAG shall be responsible for public outreach and involvement, in accordance with its own policies.

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/Chief General Counsel	Date

Board Policy No. 5 – Public Notice and Participation

Date	Revision No.	Resolution No.	Comment
10/18/2012	Adopted	12-10	
11/21/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
11/19/2015	3	15-08	2015 Revision
10/20/2016	4	16-10	2016 Revision
10/19/2017	5	17-10	2017 Revision
07/19/2018	6	18-07	2018 Revision
10/17/2019	7	19-06	2019 Revision
10/20/2022	8	22-17	2022 Revision
10/19/2023	9	23-06	2023 Revision
10/17/2024	10	24-08	2024 Revision: Updates to Position Titles
10/23/2025	11	25-06	2025 Revision: Updates to Public Participation Guidelines and Addition of Public Hearing for Budget Adoption; General Udpdates Throughout

Board Policy No. 6
Ethics Training

Summary

This Policy establishes requirements for state-imposed ethics training for members of the Board and designated employees.

Background

On October 10, 2005, Assembly Bill (AB) 1234 was approved by the State of California which imposes ethics training and compensation and reimbursement requirements on cities, counties, and special districts. This legislation took effect January 1, 2006.

Minimum Training Requirement

Members of the Board and employees, who are designated by the Board, shall receive at least two hours of ethics training every two years, pursuant to the provisions of Government Code § 53234, et seq.

The employees whose titles are included in Board Policy No. 8 - Conflict of Interest Code, are designated by the Board to receive ethics training in accordance with this policy. These employees are also required to submit a Statement of Economic Interest (Form 700) each year. Departing Board members and designated employees shall submit a “Leaving Office” Form 700 within 30 days of their final date of service on the Board or employment with NCTD.

Source of Training

Ethics training shall be provided by an agency, an association of local agencies, or other entity, in accordance with criteria approved by the Fair Political Practices Commission and the Attorney General. The Office of Chief General Counsel, or designee, shall provide designated employees information on the training available to meet these requirements.

Time of Training

Each designated employee who commences service with NCTD after January 1, 2006, shall receive the required training within 60 days from the first date of service with NCTD, or appointment to a designated position. Thereafter, said members of the Board and designated employees shall receive training at least once every two years. Members of the Board who serve a local agency other than NCTD are only required to satisfy the requirements of this Policy once every two years regardless of the number of agencies they serve.

Certificate

All members of the Board and designated employees shall provide a certificate to the Chief People Officer, indicating the dates upon which they attended ethics training sessions to satisfy requirements. The certificate shall also include the entity which provided the training. The Chief People Officer shall maintain the records, indicating the dates that each of the members of the Board and designated employees satisfied their requirements and the entity which provided the training. These records shall be maintained in accordance with NCTD's Records Retention Schedule and are subject to disclosure under the Public Records Act.

Standard of Conduct Training

All NCTD employees receive Standard of Conduct training during new hire employee orientation. Every employee who commenced service with NCTD after August 22, 2013, shall receive a training presentation on NCTD's Standard of Conduct and have access to a copy of the training materials. At least once a year, ~~the District~~NCTD will provide training on NCTD's Standard of Conduct to all staff members.

Approvals

________________________ ____________

Board Chair Date

________________________ ____________

Chief Executive Officer Date

________________________ ____________

Deputy Chief Executive Officer/ Date
Chief General Counsel

Board Policy No. 6 – Ethics Training

Date Issued	Revision No.	Resolution No.	Comments
10/18/2012	Adopted		
10/17/2013	1		2013 Revision
10/16/2014	2		2014 Revision
10/20/2016	3	16-10	2016 Revision
10/21/2021	4	21-05	2021 Revision
10/17/2024	5	24-08	2024 Revision: Updates to Position Titles
10/23/2025	6	25-06	2025 Revision: Updates to Logo, Agency Name and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 7
Board Member Compensation and Travel Expense Reimbursement

Summary

This policy describes compensation and related requirements for members of the North County Transit ~~District's~~ – San Diego Railroad (NCTD) Board of Directors (Board) and alternates.

Board and Alternate Member Compensation

1. Meetings of the Board – Pursuant to California Public Utilities Code § 125107, members of the Board or their alternates shall be entitled to receive a stipend of $150 for attendance at each meeting of the Board, including *ad hoc* working group meetings. Each member or alternate may receive a total amount in stipends not-to-exceed $750 in any calendar month.

2. Meetings of Other Governmental Entities and Public Agencies – Pursuant to California Public Utilities Code §125107, each member or alternate who has been designated by the Board to represent NCTD at meetings of "other governmental entities and public agencies," designated below, shall be entitled to receive a stipend as provided in Public Utilities Code § 125107; however, in no event shall any person be compensated by multiple agencies for the same meeting. Members attending two meetings in one day of the approved compensated meetings shall be paid for each meeting.

3. Governmental Entities and Public Agencies Designated for Board Member Compensation – Members or alternates who are appointed to represent NCTD shall be entitled to stipend and expenses for attending board and committee meetings of the following governmental entities and public agencies:

    a. Meetings and committee meetings of the San Diego Association of Governments (SANDAG); and
    b. Meetings and committee meetings of the Los Angeles – San Diego – San Luis Obispo (LOSSAN) agency.

Any change in the compensation for members or in the method of deriving an amount of compensation to them requires an amendment to Public Utilities Code §125107.

Passes

Members and alternates receive a pass to ride public transportation for the duration of their service on the Board.

Travel Expense Reimbursement (General)

Whenever a member or alternate attends a meeting or conference on behalf of NCTD, they shall be reimbursed according to the rules set forth in this section.

Attendance at Meetings and Conferences

Members are encouraged to take advantage of transit-related development and educational opportunities. It is desirable and beneficial to NCTD, and to the public it represents, that members actively participate in state and national transit-related association activities. Members may attend meetings and conferences of organizations listed below and receive reimbursement for actual and necessary expenses for such attendance with the approval of the Board Chair. Meals will be reimbursed based on the Government Services Administration (GSA) per diem rates based on the destination city. The Board Vice-Chair will approve the Board Chair's travel requests and expenses. With the Board Chair's or Vice-Chair's approval, as applicable, NCTD travel arrangements shall be made through the NCTD Clerk of the Board or designee.

- American Public Transportation Association (APTA)
- California Transportation Association (CTA)
- LOSSAN

In addition to the travel described above, reimbursement for expenses will be provided to any member who is active on any approved transit-related committee for expenses related to committee meetings attended by the Board member. This would include meetings such as those of the California Transportation Commission or legislative meetings at the state and federal legislatures.

In the event the Board seeks additional representation at LOSSAN, it may appoint a member of the public to attend the meetings and represent the Board in the capacity as Special Advisor. In that event, the designated member of the public shall be entitled to per diem for attending the meetings and travel expenses, as provided herein.

Transportation

1. Board Meetings and Governmental Entities in Southern California – Each Board member and alternate shall be entitled to receive a reimbursement for mileage to and from meetings of the Board, committees of the Board, designated governmental entities, and public agencies while representing NCTD in an amount equal to the number of miles driven times the amount permitted to be deducted as a business expense by the United States Internal Revenue Service (IRS). If a member or an alternate receives mileage expense from another entity, including the city represented by the member or alternate, the member or alternate shall not be entitled to mileage reimbursement from NCTD.

2. Reimbursement for Travel beyond Southern California – If the distance to a function is ~~five hundred (~~500~~)~~ miles or less, train, air, or automobile travel may be used at the option of the traveler. If travel is by automobile, the member shall be entitled to receive a reimbursement for mileage to and from the occurrence, at an amount equal to the number of miles driven, times the amount permitted to be deducted as a business expense by ~~the United States Internal Revenue Service~~IRS.

   If the distance to the occurrence is greater than ~~five hundred (~~500~~)~~ miles, air travel or train travel shall be used, unless rejected due to physical or other reason, approved by the Board

Chair or Vice-Chair as applicable. If automobile travel is used, the transportation expense to be paid by NCTD will be limited to the total related costs for duration of travel and ground transportation at the destination that would have resulted had air or train travel been used, including, but not limited to, fare, transportation to and from airports or train stations, and parking.

3. Travel Procedures – The guidelines used to arrange the trip and other procedures for the traveler are listed below and should be considered by the traveler when making travel requests:

   a. Air Travel: Air travel is to be coach class for the most direct route. When possible, travel will be arranged in order to take advantage of the minimum ~~fourteen (~~14~~)-~~-day advance ticket pricing. NCTD will cover the cost if it is more cost-effective to include a Saturday stay, and travelers should consider this option, when practical.

   b. Ground Transportation: Whenever possible, in using surface transportation to the airport and business-related trips at the trip location, the most practical and least expensive alternative should be utilized (such as airport bus or commuter train rather than a taxi).

   c. Parking: NCTD will reimburse parking cost for a personal auto left at the airport or the cost of a shuttle to and from the airport.

   d. Rental Car: Use of rental cars is discouraged and must be pre-approved by the Board's Chair or Vice-Chair as applicable. In the event a rental car is required, NCTD will only make arrangements for the least expensive compact-sized automobile and will pay for rental car insurance coverage or damage waivers.

Lodging

Whenever required to spend the night away from home, Board members shall engage a room at a commercial hotel or motel. If accompanied on the trip by another person who is not on NCTD business, and the room is shared, NCTD shall be charged only for that portion of the room charge, which would have been made for single occupancy. A receipted bill stating occupants and length of stay shall be submitted with the claim for expense reimbursement. If more than one person occupies a room, the rate for single occupancy shall be noted on the receipted statement.

Lodging expense for attending a conference or organized educational activities shall not exceed the maximum group rate published by the conference or activity sponsor. If the group rate is not available, reimbursement shall be for comparable lodging, so long as it is consistent with NCTD travel policy. Board members shall use government and group rates offered by a provider of transportation and lodging services when available.

NCTD will make and pay for the hotel reservation in advance. NCTD will cover costs for room and tax only. Travelers will need to provide for non-reimbursable incidental expenses at their own cost.

Meals and Incidental Expenses

Expense allowance while attending authorized functions shall include all meals, tips, internet expense, and other disbursements on behalf of NCTD. No expense reimbursement shall be made for personal services or needs.

Meals, including tip, will be reimbursed based on the ~~Government Services Administration (~~GSA~~)~~ per diem rates based on the destination city~~.~~. Alcohol consumed with a meal, including applicable taxes and tips related to the cost of alcohol, is not reimbursable.

Registration

Board members requesting to attend a conference or training which requires registration fees, should do so in sufficient time for NCTD to take advantage of any discounts. Registration will be paid before the conference ~~by~~ with an NCTD credit card.

Travel Request and Expense Report

When a Board member is interested in attending a conference or other occurrence, they should notify the Clerk of the Board. The Clerk of the Board will advise the Board Chair or Vice-Chair, as applicable, to approve the request; then travel arrangements will be made accordingly. A complete trip itinerary with details of all arrangements will be sen~~d~~t to the Board Member prior to travel.~~.~~

Upon their return, the Clerk of the Board will complete a Travel Expense Report to reconcile all travel expenses. Board members shall submit itemized receipts of all expenses incurred by them while acting in the interest of NCTD. Meal receipts are not required; GSA per diem rates will be calculated and reimbursed based on destination city and calculated for the number of days that were traveled. Each expenditure item shall include a detailed description of the function and the nature of NCTD business conducted. If money is owed to NCTD, a check made payable to NCTD should be submitted to the Clerk of the Board. Reimbursements due to the Board Member will be processed by the Finance Department and mailed directly to the Board Member.

Board Member Financial Responsibility

If a Board member must change travel plans and NCTD has incurred non-refundable expenses (e.g., registration fee, airfare, hotel deposit), the traveler shall be responsible for paying ~~fifty (~~50~~)~~% ~~percent~~ of costs incurred unless the change is for a valid medical reason or personal emergency as approved by the Board Chair.

Stipends and Reimbursement Disclosure

A detailed quarterly report of all stipends paid to members of the Board, and travel expenses paid to both the Board and staff members, shall be made available for public inspection pursuant to the California Public Records Act by contacting the Clerk of the Board or designee.

Board Policy No. 7 – Board Member Compensation and Travel Expense Reimbursement

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/Chief General Counsel	Date

Board Policy No. 7 – Board Member Compensation and Travel Expense Reimbursement

DATE ISSUED	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED		
10/17/2013	1		2013 REVISION
10/16/2014	2		2014 REVISION
10/20/2016	3	16-10	2016 REVISION
10/18/2018	4	18-09	2018 REVISION
10/15/2020	5	20-08	2020 REVISION
10/19/2023	6	23-06	2023 REVISION
10/17/2024	7	24-08	UPDATES TO TRAVEL AND REIMBURSEMENT SECTION RELATED TO MEALS AND POSITION TITLES
10/23/2025	8	25-06	2025 REVISION: UPDATES TO LOGO, AGENCY NAME AND POSITION TITLES; FORMATTING UPDATES THROUGHOUT

Board Policy No. 8
Conflict of Interest Code

Summary

This policy establishes the NCTD Conflict of Interest Code pursuant to the Political Reform Act (Government Code § 81000, et seq.).

Purpose

The Political Reform Act (Government Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted 2 Cal. Code of Regulations (hereinafter, “Regulation”) § 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency’s code. After public notice and hearing, Regulation 18730 may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of Regulation 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the North County Transit ~~District~~ – San Diego Railroad (~~the “District~~NCTD~~”~~).

Government Code § 87306.5 also requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the code must be amended. Once the determinations have been made, a notice must be submitted to the code reviewing body pursuant to the biennial review.

All officials set forth in Government Code § 87200 and designated positions shall file their Statement of Economic Interest, also known as the Form 700, with ~~the Human Resources Manager as the District’s Filing Officer~~NCTD via the efile web portal managed by the County of San Diego. ~~The Human Resources Manager shall make and retain a copy of all statements filed by Members of the Board, the Chief Executive Officer and all other designated positions and will forward the originals~~Digital copies of such statements are maintained by~~to~~ the Clerk of the County of San Diego Board of Supervisors. The ~~Human Resources Manager~~Clerk of the Board ~~shall retain copies of the Form 700s and~~ will make all ~~retained~~ digital statements and electronic filings available for public inspection and reproduction during regular business hours~~.~~ (Gov. Code § 81008.)

Officials Who Manage Public Investments

~~District~~ NCTD officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are not subject to the ~~District's~~ NCTD’s Code, but must file disclosure statements under Government Code § 87200, et seq. (Regs. 18730(b)(3)) These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments. (Note: Individuals holding one of the below-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by 87200):

Board Members and Alternates
Chief Executive Officer/Executive Director
Chief Financial Officer
Financial Consultants

Disclosure Requirements

A. Public Officials and employees holding positions designated in this Conflict of Interest Code are required to file the initial, annual, and leaving office Statement of Economic Interest for the types of interests in the categories set forth in the applicable Disclosure Categories. It has been determined that these persons make or participate in making decisions, which foreseeably may have a material effect on such financial interests.

B. Where the Disclosure Category requires disclosure of interests in real property, the designated employee is only required to disclose real property which is located in whole or in part within or not more than two ~~(2)~~ miles outside the boundaries of the jurisdiction or within two ~~(2)~~ miles of any land owned or used by ~~the District~~NCTD.

C. Where the Disclosure Category requires disclosure of investments or sources of income, the designated employee is only required to disclose investments in business entities and sources of income that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two ~~(2)~~ years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

D. Where the Disclosure Category requires disclosure of business positions, the designated employee is only required to disclose positions of director, officer, partner, employee, or any position of management in organizations or enterprises operated for profit.

Designated Positions Governed by the Conflict of Interest Code

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Accountant (All)	5
~~Accounting Technician~~	~~1~~
Analyst (All)	5
Architect (All)	2, 3, 5
Asset Administrator (All)	5
~~Business Intelligence Analyst~~	~~5~~
Chief General Counsel	1, 2, 3, 4
Chief Development Officer	1, 2

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Chief Executive Officer	1, 2, 3, 4, 5, 6
Chief Financial Officer	1, 2, 3, 4, 5, 6
Chief Operating Officer	1, 2
Chief People Officer	1, 2
~~Chief Right-of-Way and Information Technology Officer~~	~~1, 2~~
Chief of Staff	1, 2
Contract Officer (All)	1, 2
Controller	1, 2
Deputy Director/Chief (All)	1, 2
Deputy Chief Executive Officer/Chief General Counsel	1, 2, 3, 4, 5, 6
Director (All~~ALL~~)	1, 2
Drug & Alcohol Program Administrator	5
Engineer (All)	5
Engineering Technician	5
Executive Assistant/Deputy Clerk	5
Fare Revenue Specialist	4
Human Resources Business Partner (ALL)	5
Human Resources Specialist	5
Labor Management Specialist	5
Maintenance-of-Way Supervisor	5, 6
Management Analyst (All)	5
Manager (All)	5
Marketing and Communications Associate (All)	5
Operations Supervisor (All)	5
Paralegal	5
Planner (All)	2, 5
Program Manager (All)	5
Project Analyst (All)	5
~~Program Network Operations Manager~~	~~5~~
~~Program Risk Manager (All)~~	~~1, 2, 4~~
Project Administrator	5
Project Manager (All)	5
Project Specialist	5
Quality Control Supervisor (All)	5
Rail Technologies (All)	5
Recruiter	5
Real Estate Administrator	6

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
Risk Manager (All)	1, 2, 4
Senior Administrative Assistant/Deputy Clerk	5
Senior Graphic Communications Designer	5
Senior Legal Counsel (All)	1, 2, 3, 4
Senior Right-of-Way Coordinator	6
Staff Attorney (All)	1, 2, 3, 4
System Safety Specialist	5
~~Safety Specialist (All)~~	~~5~~
~~Technical Manager-Train Control Systems~~	~~5~~
Telecommunications Engineer	5
Trainer/Instructor (All)	5
Consultants and New Positions	Individuals providing services as a Consultant defined in Regulation 18700.3, or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The Chief Executive Officer may determine that due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code §82019; Regulations 18219 and 18734). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code §81008.)

Disclosure Categories

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which ~~he or she is~~they are assigned. (Note: This Conflict of Interest Code does not require the reporting of gifts from outside ~~the~~

~~District's~~NCTD's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg.18730.1.)

> Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of ~~the District~~NCTD.
>
> Category 2: All interests in real property which is located in whole or in part within, or not more than two ~~(2)~~ miles outside the jurisdiction of ~~the~~ NCTD~~District~~.
>
> Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of ~~the~~ NCTD~~District~~.
>
> Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by NCTD~~the District~~.
>
> Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position's department, unit or division.
>
> Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the Designated Position's department, unit or division.

Approvals

______________________	__________
Board Chair	Date
______________________	__________
Chief Executive Officer	Date
______________________	__________
Deputy Chief Executive Officer/Chief General Counsel	Date

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
11/19/2015	3	15-08	2015 Revision
10/20/2016	4	16-10	2016 Revision
10/19/2017	5	17-10	2017 Revision
10/18/2018	6	18-09	2018 Revision
10/17/2019	7	19-06	2019 Revision
10/15/2020	8	20-08	2020 Revision
10/21/2021	9	21-05	2021 Revision
05/21/2022	10	22-08	2022 Revision
10/20/2022	11	22-18	2022 Revision
10/19/2023	12	23-06	2023 revision – Update to Position Titles
06/20/2024	13	24-04	2024 revision – Update to Position Titles
10/17/2024	14	24-08	2024 revision – Update to Position Titles
03/20/2025	15	25-02	2025 Revisions – Update to titles, streamline, and include bus
10/23/2025	16	25-06	Updates to Retention Process for Digital Filings and Additions and Removals of Positions Subject to Disclosure

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 9
Investment Policy

~~Purpose~~Summary

This document establishes the North County Transit ~~District~~ – San Diego Railroad (NCTD) investment policy, pursuant to Resolution No. 19-06, dated October 17, 2019. This Investment Policy provides guidance and direction for the prudent investment of NCTD funds.

~~Objectives~~Purpose

The investment policies and practices of NCTD are based upon state law and prudent money management. All funds will be invested in accordance with the NCTD Investment Policy and the California Government Code. The primary objectives of this policy are:

a) Safety. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
b) Liquidity. The investment portfolio will remain sufficiently liquid to enable NCTD to meet its cash flow requirements.
c) Return on Investment. The investment portfolio shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

Scope

This investment policy applies to all the investment activities of NCTD, with the exception of the proceeds from certificates of participation or bonds, which are subject to the conditions and restrictions of the corresponding debt documents. This policy does not apply to pension or retirement trust funds.

Prudence

a) In accordance with California Government Code Section 53600.3, “all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Delegation of Authority

a) In accordance with NCTD Board of Directors (Board) resolutions and Board-adopted amendments thereto, the Chief Financial Officer is the Treasurer and is responsible for investing surplus cash. The daily management responsibility for the investment program is assigned to the Chief Financial Officer who monitors and reviews investments for consistency with this investment policy. All accounts established for the purpose of investing NCTD funds shall require the approval of the Board of Directors. All investment activity of NCTD require the signature of both the Chief Financial Officer and Chief Executive Officer.

b) The Chief Executive Officer and/or the Treasurer may delegate investment management and decision authority, via written agreement, to one or more professional investment advisors/managers that are qualified and registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. Agents engaged in this capacity shall make investment decisions and transactions in strict accordance with state law and this investment policy.

Ethics (Conflict of Interest)

Officers and employees involved in the investment process shall comply with state law and refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. NCTD Board Policy No. 8 - *Conflict of Interest Code*, establishes NCTD's conflict of interest code pursuant to the Political Reform Act (Government Code Section 8100, et seq.).

Pooled Investment Funds

NCTD may invest in pooled investment funds listed below that are provided by the State of California and the San Diego County Treasurer:

a) State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. There is no limit on the percentage of NCTD's portfolio that may be invested in LAIF, though LAIF may impose statutory limits.

b) The San Diego County Treasurer's Pooled Money Fund (SDPMF). There is no limit on the percentage of NCTD's total portfolio that may be invested in SDPMF.

Authorized Financial Institutions and Brokers/Dealers

a) If direct security investments are made by NCTD, NCTD's procedures shall be designed to encourage multiple bids and offers on investment transactions. The Evaluation Committee shall evaluate the qualifications of all qualified firms and choose the most qualified firm based on evaluation criteria. The Board shall approve the authorization of any qualified firm.

b) NCTD shall transact business only with banks, savings and loan associations, and registered investment securities dealers. The purchase by NCTD of any investment other than those purchased directly from the issuer shall be either from an institution licensed by the state as a broker/dealer, as defined in Section 25004 of the Corporation Code, who is a member of the National Association of Securities Dealers (NASD), or a member of a federally-regulated securities exchange, a national or state-chartered bank, a federal or state association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

c) All financial institutions and brokers who desire to become qualified bidders for investment transactions will be given a copy of the NCTD Investment Policy, and a return cover letter which must be signed indicating that the investment policy has been read and understood. Qualified financial institutions and brokers must supply the Treasurer with the following:

   i. Financial Institutions:

   ii. Current audited financial statements.

   iii. Depository contracts, as appropriate.

   iv. Proof that commercial banks and savings banks are state or federally chartered.

   v. In addition to the above, commercial banks and savings banks must maintain a minimum net worth to asset ratio of three (3) percent (total regulatory net worth divided by total assets) and must have had positive net earnings for the last reporting period.

d) Brokers:

   i. Current audited financial statements.

   ii. Proof that brokerage firms are members in good standing of a national securities exchange.

   iii. In addition, to be eligible for consideration to become an authorized provider, each broker/firm must have a net capital position in excess of $10 million; have been in business for at least five (5) years; are currently licensed as a broker-dealer or investment adviser in California; and must carry adequate insurance coverage including liability, errors and omissions, and workers' compensation (if applicable).

e) Firms providing only representation of money market funds are exempt from the requirement under Section 8(a), but must still comply with all other requirements, including those listed below.

f) All firms authorized to do business with NCTD must continue to comply with the following requirements on an annual basis:

   i. Submit audited financial statements within six (6) months of their fiscal year-end.

   ii. Provide proof of their National Association of Securities Dealers (NASD) certification and must disclose to NCTD any regulatory actions or complaints against the broker assigned to the NCTD account.

   iii. Provide proof of their registration/license to do business in the State of California and shall immediately disclose to NCTD any change in that status.

   iv. Certify in writing that they have received, read, and agree to comply with the most recently adopted NCTD Investment Policy.

g) If an external investment advisor is authorized to conduct investment transactions on NCTD's behalf, the investment advisor may use its own list of approved broker/dealers and financial institutions for investment purposes. These transactions must be consistent with the standards adopted by the NCTD Board.

Authorized Investments

All NCTD investments shall be made in accordance with California Government Code Section 53600 et seq. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. Government Code Section 53601 states that when there is a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Credit requirements listed in the investment policy apply at the time of purchase. In the event of a credit downgrade below the minimum acceptable credit rating, NCTD shall require investment advisors engaged in the investing of NCTD funds to notify the NCTD Treasurer of the downgrade and provide a plan of action to address the downgrade.

The authorized investments and associated limitations are as follows:

a) *U.S. Treasury Obligations*. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest, with a final maturity not exceeding five years from the date of trade settlement. There is no limitation as to the percentage of the portfolio which can be invested in this category.

b) *State Obligations: California and Others.* Registered treasury notes or bonds of any of the 50 United States, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of any of the states, with maturities not exceeding five years from the date of trade settlement. Such obligations must be rated A-1 or its equivalent or better short-term; or in a rating category of AA or its equivalent or better long-term by at least one of the nationally recognized statistical-rating organizations. There is no limitation as to the percentage of the portfolio which can be invested in this category. No more than 10 percent of NCTD funds may be invested in the obligations of any one issuer.

c) *California Local Agency Obligations*. Bonds, notes, warrants, or other evidence of indebtedness issued by any local agency within the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, with maturities not exceeding five years from the date of trade settlement. Such obligations must be rated A-1 or its equivalent or better short-term; or in a rating category of AA or its equivalent or better long-term by one of the nationally recognized statistical-rating organizations. There is no limitation as to the percentage of the portfolio which can be invested in this category. No more than 10 percent of NCTD funds may be invested in the obligations of any one issuer.

d) *U.S. Agency Obligations*. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises, with maturities not exceeding five years from the date of trade settlement. There is no limitation as to the percentage of the portfolio which can be invested in this category.

e) *Bankers' Acceptances*. Bankers' Acceptances issued by domestic banks or domestic branches of foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest rating category by one of the nationally recognized statistical-rating organizations. Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40 percent of NCTD investments. No more than 10 percent of NCTD funds may be invested in the Bankers' Acceptances of any one commercial bank.

f) *Commercial Paper: Non-pooled Funds*. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (i) or paragraph (ii):

   i. The entity is (1) organized and operating in the United States as a general corporation, (2) has total assets in excess of five hundred million dollars ($500,000,000) and (3) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized statistical-rating organization.

   ii. The entity is (1) organized within the United States as a special purpose corporation, trust, or limited liability company, (2) has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, and (3) has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

   Eligible commercial paper shall have a maximum maturity of 270 days or less. NCTD may invest no more than 25 percent of its portfolio in eligible commercial paper and shall no purchase more than 10 percent of the outstanding commercial paper of any single issuer.

g) *Negotiable Certificates of Deposit*. Negotiable certificates of deposit issued by a nationally or state-chartered bank or a state or federal savings bank or by a federally-licensed or state-licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated "A" or better by a nationally recognized statistical rating organization, with a final maturity not exceeding five years. No more than 10 percent of NCTD's portfolio shall be held in any one negotiable certificate of deposit or allocated to any one issuer, and the aggregate investment in non-negotiable certificates of deposit and negotiable certificates of deposit shall not exceed 30% of NCTD's total portfolio.

h) *Non-Negotiable Certificates of Deposit*. Non-Negotiable Certificates of Deposit may only be indirectly utilized as a permitted investment by the California Local Agency Investment Fund or the San Diego County Treasurer's Pooled Money Fund.

i) *Repurchase Agreements*. Repurchase agreements used solely as short-term investments not-to-exceed 92 days. The Repurchase Agreement exposure to a single broker/dealer shall not exceed 10% of NCTD's total portfolio and no more than 40% of NCTD's portfolio may be invested in repurchase agreements.

   The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to NCTD's custodian bank or handled under a properly executed tri-party repurchase agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value plus accrued interest, 102% of the total dollar value of the money invested by NCTD for the term of the investment. Since the market value of the underlying securities is subject to daily fluctuation, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

NCTD or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

NCTD may enter into Repurchase Agreements with (1) primary dealers in U.S. Government securities who are eligible to transact business with, and who report to, the Federal Reserve Bank of New York, and (2) California and non-California banking institutions having assets in excess of $1 billion and in the highest short-term rating category as provided by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

NCTD will have properly executed a Public Securities Association (PSA) agreement with each firm with which it enters into repurchase agreements.

j) *Reverse Repurchase Agreements*. Reverse Repurchase Agreements may only be indirectly utilized as a permitted investment by the California Local Agency Investment Fund or the San Diego County Treasurer's Pooled Money Fund.

k) *Medium-Term Notes*. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchase of medium-term corporate notes may not exceed 30 percent of NCTD's surplus funds and no more than 10% of NCTD's total portfolio may be invested in the medium-term notes of any one corporation.

l) *Savings and Money Market Accounts*. NCTD funds may be held for safekeeping in state or national banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this state selected by the Treasurer or other official having legal custody of the money. Any institution must have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low-and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code.

m) *Money Market Funds*. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). To be eligible for investment pursuant to this subsection, these companies shall either: (1) attain the highest ranking letter or numerical rating provided by not less than two of the three largest nationally-recognized statistical-rating organizations, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five-years' experience managing money market mutual funds with assets under management in excess of $500,000,000.

The purchase price of shares of beneficial interest purchased pursuant to this subsection shall not include commission that the companies may charge and shall not exceed 20 percent of NCTD's portfolio. No more than 10% of NCTD's portfolio may be invested in shares of beneficial interest of any one money market fund.

n) *Mortgage Pass-through and Asset Backed Securities*. Any mortgage pass-through security collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity. Securities eligible for investment under this subdivision shall be issued by an issuer rated in a rating category of “A” or its equivalent or higher rating for the issuer’s debt as provided by an NRSRO and rated in a rating category of “AA” or its equivalent or better by an NRSRO. Purchases of securities authorized by this subsection may not exceed 20% of NCTD’s portfolio.

Prohibited Investments

Security types which are prohibited include, but are not restricted to:

a) “Complex” derivative securities such as range notes, dual index notes, inverse floating-rate notes, leveraged or deleveraged floating-rate notes, or any other complex variable-rate or structured note.

b) Interest-only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity.

c) Securities lending.

Maximum Maturity

Investment maturities shall be based upon a review of cash flow forecasts. Maturities will be scheduled to permit NCTD to meet all projected obligations. NCTD will not invest in instruments whose maturities exceed five years at the time of trade settlement, unless the Board has granted express authority to make that investment either specifically or as a part of an investment program approved by the Board no less than three months prior to the investment.

Performance Standards

The investment performance of NCTD’s portfolio shall be evaluated and compared to appropriate indices in order to assess the success of the investment program. The comparable benchmarks should be consistent with NCTD’s portfolio in terms of maturity and composition, which includes credit quality and security type.

Reporting Requirements

a) The Treasurer or designee shall submit to the Board annually, a statement of investment policy, which the Board shall consider at a public meeting.

b) Quarterly investment reports shall be submitted to the Board at a subsequent regularly scheduled Board meeting. The report should include the following information:

   i. Description of investment instrument

   ii. Interest rate (annualized) or yield to maturity

   iii. Book value

   iv. Current market value

   v. If applicable: name of issue, coupon rate, purchase date, maturity date, and purchase price

c) The quarterly report shall state whether the portfolio is in compliance with this investment policy or describe whether the portfolio is not in compliance. The Treasurer shall include a statement on the ability of NCTD to meet its expenditure requirements for the next six months.

Safekeeping and Custody

a) The Treasurer may select one or more banks to provide third-party safekeeping and custodial services for NCTD, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by NCTD shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for NCTD's account and the competitive pricing of their safekeeping related services.

b) The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be held in the name of NCTD, with sufficient evidence to title consistent with modern investment, banking and commercial practices.

c) The only exception to the foregoing shall be securities purchases made with: (i) LAIF, (ii) San Diego County Treasurer's Investment Pool, (iii) bank deposits, and, (iv) money market mutual funds, since the purchased securities are not deliverable.

Review, Adoption, and Amendments

This Investment Policy shall be reviewed annually by the NCTD Board. It may not be altered, amended or changed in any particular way, except by formal approval of the Board.

Approvals

______________________ __________
Board Chair Date

______________________ __________
Chief Executive Officer Date

______________________ __________
Deputy Chief Executive Officer/Chief General Counsel Date

Board Policy No. 9 – Investment Policy

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
11/19/2015	3	15-08	2015 Revision
10/20/2016	4	16-10	2016 Revision
10/19/2017	5	17-10	2017 Revision
10/17/2019	7	19-06	2019 Revision
10/17/2024	8	24-08	2024 revision: Updates to Position Titles
10/23/2025	9	25-06	2025 Revision: Updates to Position Titles and General Formatting Throughout

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 10
Cash Reserve Funds

I. Summary

This policy establishes the guidelines for minimum cash reserve funds required at the North County Transit ~~District~~ – San Diego Railroad (NCTD), including target balances and anticipated uses pursuant to Resolution No. 19-06, dated October 17, 2019.

Establishing a minimum cash reserve fund (or preparing for a "rainy day") allows NCTD to deal with unforeseen and/or high-priority situations which could not otherwise be funded in the near term. This cash reserve fund policy is based on prudent financial management.

II. Required Cash Reserve Funds

a. Minimum Cash Reserve Fund

NCTD should maintain a minimum working capital balance (current assets less current liabilities as presented in the Statement of Net Position) of the lower of $15 million or 15 percent of the annually budgeted operating expenditures. Working capital must include free cash of at least $15 million or 15 percent of the annually budgeted operating expenditures, whichever is lower. Free cash is defined as total cash and marketable investments less current unearned grant revenues, which are advances received by NCTD from state and local grants for capital projects that are anticipated to be spent in the following twelve months. NCTD is not required to maintain a separate bank account for the Minimum Cash Reserve Fund and can be included in the total cash balance as presented in the Statement of Net Position.

b. Self-Insured Retention Cash Reserve Fund

NCTD shall maintain an additional $3,~~3~~600,000 free cash reserve fund to cover the following:

Purpose	Amount Reserved
General/Public Liability	$ 2,000,000
Workers' Compensation	$750,000
Non-Rail Property Damage	$10~~5~~0,000
Rail Property Damage	$750,000
Total	$ 3,60~~55~~0,000

NCTD is not required to maintain a separate bank account for the Self-Insured Retention Cash Reserve Fund and can be included in the total cash balance as presented in the Statement of Net Position.

III. Anticipated Uses

In the event of unanticipated and unusual financial circumstances, including but not limited to spikes in the cost of fuel or other materials; urgent, high-priority needs; and unforeseen withdrawal or cutback of a revenue source, NCTD will propose an operating budget amendment per Board Policy No. 17 - *Budget Development.*

In the event that the balance of the Minimum Cash Reserve Fund falls below the threshold under II(a) as result of the operating budget amendment, NCTD will request approval from the Board to reduce the balance of the Minimum Cash Reserve Fund during the operating budget amendment process.

Approvals

Board Chair Date

Chief Executive Officer Date

Deputy Chief Executive Officer/Chief General Counsel Date

Board Policy No. 10 – Cash Reserve Funds

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
11/19/2015	3	15-08	2015 REVISION
1/21/2016	4	16-02	2016 REVISION
6/16/2016	5	16-08	2016 REVISION
10/20/2016	6	16-10	2016 REVISION
10/19/2017	7	17-10	2017 REVISION
10/17/2019	8	19-06	POLICY DELETED IN ITS ENTIRETY AND REPLACED WITH NEW POLICY
10/20/2022	9	22-18	2022 REVISION
10/17/2024	10	24-08	2024 REVISION: UPDATES TO POSITION TITLES
10/23/2025	11	25-06	2025 REVISION: AMOUNT INCREASE FOR NON-RAIL PROPERTY DAMAGE AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 11
Real Estate

Summary

This policy establishes real property management goals, objectives, and procedures for NCTD real estate assets.

Purpose

Real estate shall be developed and managed to increase ridership and revenue and to enhance the transit rider's experience.

Use of ~~District~~ NCTD Property

Use of NCTD ~~District~~ property by third parties shall not interfere with current or future transit use by NCTD~~the District~~.

NCTD ~~District~~ staff and consultants shall adhere to recognized industry standards of conduct and federally-required procedures, where applicable, when negotiating leases, licenses, easements, right to use, acquisitions, dispositions, and relocations.

NCTD ~~District~~ Property with Federal Transit Administration (FTA) Interest

Certain NCTD real property has a FTA interest that has resulted from NCTD receiving FTA funding for the purchase of the real property. For purposes of this policy this real property is referenced as "real property with an FTA interest."

1. Real property with an FTA interest shall be managed and used in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA) (PL 91–646), FTA Circular 5010.1D, and 49 CFR part 24, the implementing regulation.
2. Real property with an FTA interest shall be used for the originally authorized purposes as long as needed for those purposes, and NCTD shall not dispose of or encumber its title or other interests unless approval has been obtained from the FTA.
3. Disposition of real property having an FTA interest that is no longer needed for the originally authorized purpose shall be in accordance with the NCTD Excess Real Property Inventory and Utilization Plan as further described in NCTD Board Policy No. 12 Excess Real Property Utilization Plan.

FTA Real Property Inventory

NCTD shall prepare and keep up to date a real property inventory.

1. The inventory list shall include such elements as:

a. Property location, Assessor's Parcel Number (APN), and size;

b. The inventory shall identify whether each real property is excess;

c. Brief description of improvements;

d. Current use and condition of the property;

e. Summary of any conditions on the title, original acquisition cost, and the FTA participation ratio, as applicable; and

f. FTA grant number, appraised value, appraised date and date placed into service, as applicable.

2. The inventory shall identify whether each real property is excess:

    a. An NCTD excess property inventory prepared in accordance with California Government Code § 50569; and

    b. ~~The District~~NCTD shall prepare and keep up to date an excess property inventory with an FTA interest in accordance with the NCTD Excess Real Property Inventory and Utilization Plan.

Acquisition of Real Property

Acquisition of real property requires Board approval and shall be in accordance with federal and state requirements and applicable federal and state statutory and regulatory requirements, including, but not limited to, the payment of just compensation, which is also just and fair to the public.

Disposal of Real Property

It is the general policy of the Board not to dispose of real property.

1. Disposal of real property requires Board approval.
2. Prior to disposing of excess real property without an FTA interest, a written offer to sell or lease the property shall be sent to entities described in California Government Code § 54222 and otherwise comply with the requirements of California Government Code § 54220, et seq. Guidelines provided by the California Department of Housing and Community Development, particularly as it relates to the Surplus Land Act, shall be followed.
3. All excess real property without an FTA interest shall be sold at fair market value, unless the Board determines that the sale of specific excess real property at less than fair market value serves a public purpose.
4. Excess real property with an FTA interest that is no longer needed for the originally authorized purpose shall be disposed of in accordance with the NCTD Excess Real Property Inventory and Utilization Plan.

Board Policy No. 11 – Real Estate

Real Property Management

Real Property Management of ~~the District's~~NCTD's real estate assets shall be directed by the Chief Executive Officer or his/her designee in accordance with this Policy.

1. All income and expense from real property shall be subject to a separate annual accounting that shall be summarily reported to the Board.
2. Unless there are restrictions on the use of proceeds from real property, all such proceeds shall be accounted for separately from other NCTD revenues and proceeds.
3. Revenue generated from ~~the District's~~NCTD's real estate assets will be used to fund ~~the District's~~ NCTD's activities.
4. ~~The District~~NCTD shall inspect annually all real property under contract to a third party in accordance with Administrative Policy and Procedure DSD-4000: Incidental Use of Real Property
5. Joint development opportunities shall be pursued in accordance with NCTD Board Policy No. 33.

~~5.~~

Stormwater

1. NCTD real estate assets shall be maintained, monitored and/or developed in compliance with the applicable NCTD Construction General Permit and NCTD MS4 Program requirements, as well as any other applicable local, state, or federal ordinances, law, rule and/or regulation.
2. For purposes of this Policy, "Construction General Permit" shall mean the State Water Resources Control Board ("SWRCB") National Pollutant Discharge Elimination System ("NPDES") General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities, as it may be amended or superseded, (currently Order No. 2012-0006-DWQ); and MS4 Program shall mean the RWQCB issued Phase II Small Municipal Separate Storm Sewer System ("MS4") Program (currently Order No. 2013-0001-DWQ) as it may be amended or superseded.

Incidental Use of Real Property

Incidental use of real property shall be directed by the Chief Executive Officer or his/her designee in accordance with this policy and Administrative Policy and Procedure DSD-4000: Incidental Use of Real Property.

1. Incidental use of real property, including Right-of-Way permitting, shall be at fair market value and/or charged the appropriate fees as approved by the Board through ~~the District~~NCTD's fee schedule established annually with the budget. Monetary fair market values and Board-approved fees for a city or other public agency, or its affiliate, can be waived without Board approval as long as an equivalent reciprocal benefit is provided to NCTD. An exception to fair market value or any variance from ~~the District~~NCTD's fee schedule established annually with the budget requires Board approval.
2. ~~The District~~NCTD shall actively pursue removal of unauthorized encroachments.

~~2.~~3. Real Property Lease Terms more than ~~ten (~~10~~)~~ years shall require Board approval.

~~3.~~4. Use of ~~District~~ NCTD property by outside parties shall not interfere with current or future transit use or activities by ~~the District~~NCTD. Cost to relocate any facility installed as an incidental use to accommodate ~~the District's~~NCTD's activities shall be the responsibility of the entity owning the facility.

~~4.~~5. Any entity requesting incidental use of real property, including public agencies, shall reimburse ~~the District~~NCTD for all costs involved in processing such request, including, but not limited to, NCTD staff time, engineering review costs, appraisal, survey, consultant fees, legal fees, and construction related costs (submittal review, construction inspection, and Right-of-Way support services).

~~5.~~6. Incidental use of real property with an FTA interest, excluding Right-of-Way permitting, requires approval of the FTA.

~~6.~~7. Incidental use of real property with an FTA interest will not exceed that permitted under applicable federal laws, regulations, and directives.

8. All incidental use of real property, with the exception of Right-of-Way permitting, real estate agreements with a fee established by the Board approved Cost Recovery Fee Schedule, such as pipelines or wirelines, and other uses of property that are sole-source justified, will be facilitated by a competitive process and be consistent with Board Policies.

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Director/Chief General Counsel	Date

Board Policy No. 11 – Real Estate

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
11/19/2015	3	15-08	2015 Revision
10/20/2016	4	16-10	2016 Revision
10/18/2018	5	18-09	2018 Revision
10/17/2019	6	19-06	2019 Revision
10/21/2021	7	21-05	2021 Revision
10/19/2023	8	23-06	2023 Revision
10/17/2024	9	24-08	2024 Revision: Updates to Position Titles
10/23/2025	10	25-06	2025 Revision: Updates to Agency Name, Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 12
Excess Real Property Utilization Plan

<u>Summary</u>

This document establishes the real property disposition policy for NCTD real estate assets purchased with assistance from the Federal Transit Administration (FTA).

<u>NCTD Real Property with an FTA Interest</u>

NCTD owns real property that was purchased with assistance from the FTA, referenced in this policy as “real property with an FTA interest.”

Excess real property with an FTA interest is real property that is no longer needed to carry out the originally FTA-authorized transit purpose.

<u>Inventory of NCTD Real Property with an FTA Interest</u>

NCTD shall prepare and keep up-to-date an excess real property with an FTA interest inventory. The inventory list shall include such elements as the following:

1. Property location;
2. Summary of any conditions on the title, original acquisition cost, and the FTA participation ratio;
3. FTA grant number, appraised value, and appraised date;
4. Brief description of improvements;
5. Current use of the property; and
6. Anticipated disposition or action proposed.

<u>Disposal of Excess NCTD Real Property with an FTA Interest</u>

Disposal of excess real property with an FTA interest requires Board approval.

Disposition of any NCTD property with an FTA interest shall follow FTA Circular 5010.1E, Chapter IV; 49 C.F.R. part 18.31; 49 C.F.R. part 24, subpart B; and FTA Master Agreement, Section 19.

NCTD will not dispose of, modify the use of, or change the terms of the real property with an FTA interest title without permission and instructions from FTA.

NCTD real property with an FTA interest may be transferred to a public body to be used for any public purpose with no further obligations to the FTA provided the transfer is approved by the FTA and conforms with the requirements of 49 U.S.C. 5334(h)(1) and (2).

Board Policy No. 12 – Excess Real Property Utilization Plan

NCTD shall obtain a valuation of excess real property with an FTA interest pending disposal. NCTD shall follow the valuation requirements as required under FTA Circular 5010.1E, Chapter IV and obtain an appraisal to ascertain the value of the excess real property with an FTA interest considered for disposal.
Prior to disposing of excess real property without an FTA interest, a written offer to sell or lease the property shall be sent to entities described in Government Code § 54222, and otherwise comply with the requirements of Government Code § 54220, et seq. Guidelines provided by the California Department of Housing and Community Development, particularly as it relates to the Surplus Land Act, shall be followed.

Management and Use of NCTD Real Property with an FTA Interest

Real property having an FTA interest shall be managed and used in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA) (PL 91–646) and 49 CFR part 24, the implementing regulation and FTA Circular 5010.1E, Chapter IV.

Real property having an FTA interest shall be used for the original authorized purposes as long as needed for that purpose, and NCTD shall not encumber its title or other interests without approval from the FTA.

Approvals

Board Chair — Date

Chief Executive Officer — Date

Deputy Chief Executive Officer/Chief General Counsel — Date

Board Policy No. 12 – Excess Real Property Utilization Plan

Date Issued	Revision No.	Resolution No.	Comments
10/18/2012	Adopted		
10/17/2013	1		2013 Revision
10/16/2014	2		2014 Revision
11/19/2015	3		2015 Revision
10/20/2016	4	16-10	2016 Revision
10/18/2018	5	18-09	2018 Revision
10/21/2021	6	21-05	2021 Revision
10/17/2024	7	24-08	2024 Revision: Updates to Position Titles
10/23/2025	8	25-06	2025 Revision: Updates to Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 13
Advertising, Concessions and Merchandising

Summary

This document establishes policy and guidelines concerning a revenue-generating advertising, concessions, branding, and merchandise program for NCTD.

Background

Public transit operators and administration agencies have historically utilized advertising, concessions, branding, and merchandising programs to supplement operational and capital funds. A sound advertising and concessions program can be a viable alternative income source while promoting transit use and ensuring rider convenience and safety. This policy advances the advertising program's revenue-generating objective while also prohibiting advertisements that could detract from that goal, such as by harming advertisement sales, reducing ridership, or tarnishing's NCTD's reputation. By this Policy, NCTD intends to limit advertising space to innocuous and less controversial commercial and service-oriented advertising only. NCTD's justifications for its advertising program and policy include:

1) Generating advertising revenue;
2) Increasing ridership by promoting NCTD's services, programs, and benefits;
3) Informing NCTD riders of local, state, or federal programs, services, events or benefits;
4) Preserving ridership by avoiding controversial content;
5) Preventing the risk of imposing controversial views on a captive audience;
6) Preserving the marketing potential of the advertising space by avoiding controversial content;
7) Maintaining a position of neutrality on matters of public debate; and
8) Reducing the risk of diversion of resources from transit operations that are caused by controversial content.

Purpose

These programs shall include advertising on or in BREEZE and FLEX buses, LIFT vehicles, COASTER and SPRINTER trains, transit facilities in North County, merchandise sold to the public, selected printed and digital materials, and NCTD websites, online media, and social media. The purpose is to increase revenues supplementary to fares and non-operating subsidies to be used for NCTD operations without creating a negative perception or harming the "brand" name of NCTD and the services that we provide. The display of advertising is solely for this purpose. It is not intended to provide a general public forum for purposes of communication but rather to make use of property held in a proprietary capacity in order to generate revenue. It is the Policy of NCTD that such advertising spaces on NCTD property, which includes the exterior and interior of buses and trains, benches, shelters, signage, related transportation facilities, selective printed materials, website, online media, and social media, shall constitute a non-public forum subject to uniform viewpoint-neutral restrictions. This policy has been drafted to ensure a non-public forum status on its advertising spaces and NCTD staff will accordingly enforce this policy with that intention. Advertising on bus shelters, benches, and transit centers within the non-NCTD public rights-of-way shall be governed by the then-current policies of the applicable jurisdiction.

Advertising – Permitted Content

In accordance with the revenue-generating purpose of this policy, the subject matter for all advertising materials displayed on NCTD property shall be limited to Commercial Speech. Commercial Speech is speech that: does no more than propose a commercial transaction; or is an expression related solely to the economic interests of the speaker and its audience (e.g. promotes for sale, lease, or other financial benefit a product, service, event, or other property interest). Notwithstanding the above general rule requiring Commercial Speech, the following content is allowed:

a. NCTD operations advertising that promotes NCTD transit services, programs, or products, including co-sponsorships with third parties that would increase ridership or otherwise support NCTD's mission. NCTD may promote public transportation options and/or routes for public events or locations through scheduling media, NCTD websites, or other media if such promotion is intended to increase ridership or otherwise support NCTD's mission.

b. Advertisements from Local, State, or Federal Governmental agencies or legally affiliated entities regarding public programs, public services, and public events that are not otherwise prohibited under this Policy.

Advertising – Prohibited Content

No advertisement will be permitted that:

a. Expresses or advocates an opinion, position, or viewpoint on matters of public debate regarding economic, political, religious, social, or moral issues;

b. Appears to make a personal attack on any individual or upon any company, product, or institution; or falsely disparages any service or product or is defamatory in any respect;

c. May reasonably be interpreted to be offensive to any religious, ethnic, racial, or political group;

d. May reasonably be interpreted as condoning any type of criminal act or which could reasonably be considered as derogatory toward any aspect of the law enforcement profession;

e. Portrays acts of violence, murder, sedition, terror, antisocial behavior, vandalism, or other acts of violence against persons, animals, or institutions;

f. Depicts nudity or portions of nudity prominently featured in the advertisement. The rule of "public acceptance" should be used in such cases; i.e., if the advertisement has already gained public acceptance, then it may be considered as acceptable to NCTD;

g. Contains or involves any material that describes, depicts, or represents sexual conduct or activities including adult bookstores, adult video stores, adult dance clubs, adult telephone services, and adult internet sites;

h. Adult films rated “X” or “NC-17”, television rated “MA”, or video games rated “A” or “M”;

i. Promotes the sale or use of firearms, ammunition, or other firearms-related products;

j. May reasonably be interpreted as condoning any type of discrimination;

k. May reasonably be interpreted as condoning or soliciting any unlawful act or conduct;

l. Contains political ads supporting or opposing a candidate, measure, or proposition;

m. Directly or indirectly refers to religion;

n. Promotes the sale or use of tobacco and tobacco-related products, cannabis, and cannabis-related products, electronic cigarettes, and vaporizers;

o. Contains or promotes the sale or use of illegal drugs or drug paraphernalia;

p. Primary purpose is to promote the sale of alcoholic beverages;

q. Implies or declares an endorsement of NCTD of any service, product, or point of view without written authorization from NCTD;

r. Depicts unsafe transit behavior aboard buses, rail line tracks, or other transit facility;

s. Is reasonably foreseeable that it will result in harm to, disruption of, or interference with the normal operations of NCTD’s transportation system;

t. Mischaracterized as a commercial advertisement but upon examination is intended to distribute a non-commercial message;

u. Contains or promotes sexual, religious, or racial stereotyping;

v. Is in conflict with any applicable federal, state, or local law, statute, or ordinance;

w. Contains false or grossly misleading information.

<u>Advertising – Procedure</u>

1. Safety, aesthetic considerations, customer convenience, and NCTD’s need to convey transit-related and emergency information to passengers will take precedence over revenue generation.
2. Quantity, quality, and placement of all advertising will be controlled by and subject to the specific approval of NCTD.
3. NCTD reserves the right to review each proposed advertisement in advance and reject any proposed advertisement which does not meet the Board’s standards as set forth in this policy. Each entity wishing to purchase advertising space shall submit the proposed advertisement to the NCTD contractor, which shall include the proposed content of the advertisement. Before any advertisement is rejected, it shall be referred to the Chief Executive Officer or his/her designee for appropriate action and a final decision.
4. The advertising program will serve the needs of local as well as national advertisers.
5. Upon written demand by the Chief Executive Officer or his/her designee of NCTD on stated grounds as set forth in this policy, any advertisement or other display deemed to be objectionable will be removed. No refund shall be made for the time such objectionable material was on display.

6. Advertising placement or treatments will not impede vehicular or pedestrian traffic, will not restrict the visibility of directional/traffic signs and informational material, and will not encroach on necessary sight lines (e.g., driver/operator view of waiting patrons), nor present any other safety risks or hazards (e.g., flashing lights, sound makers, mirrors, or other special effects).
7. All advertisements shall clearly identify the sponsor(s).
8. Advertising industry standard sizes will be used for all advertising treatments.
9. Advertising treatments will be maintained in "like-new" condition. Damage to the advertisement or its housing will be corrected within forty-eight (48) hours.

<u>Advertising – Commuter Rail (COASTER), Hybrid Rail (SPRINTER), and Buses (BREEZE)</u>

1. Commuter rail (COASTER), hybrid rail (SPRINTER), bus (BREEZE and FLEX), and paratransit service (LIFT) vehicles may carry interior and exterior commercial advertising.
2. BREEZE, FLEX, and LIFT vehicles:
    a. "BREEZE", "FLEX", or "LIFT" logos on each side of the bus as well as the California Highway Patrol (CHP) operating number must always be displayed in accordance with NCTD policy. Driver's window, front windows, and passenger-entry door must remain "unwrapped".
    b. May carry full-vehicle or partial-vehicle advertising formats (wraps).
    c. May carry side display formats. The size specification for queen, king, and super king side displays will assure that they will be formatted and placed between the front and rear wheel wells on either or both sides of the bus. Murals are defined as encompassing the space under the vehicle passenger windows on each side of the bus and extending from the front of the bus to just past the rear wheel well.
3. COASTER and SPRINTER trains:
    a. "COASTER" and "SPRINTER" logos on each side of any car as well as any required operating number must always be displayed on wrapped cars in accordance with NCTD policy. Vehicle branding and areas displaying identification markings must remain "unwrapped" with standard paint schemes and materials. Driver's window, front windows, and passenger-entry door must remain "unwrapped".
    b. Full fleet may carry full-car or partial-car advertising formats (wraps).
4. Transit information material may be placed by NCTD inside COASTER, SPRINTER, and BREEZE vehicles at the discretion of the Chief Executive Officer or his/her designee. Such information can include, in accordance with this policy, the promotion of regularly scheduled public transit routes that will serve major community events open to the public with no admission charge.

Board Policy No. 13 – Advertising, Concessions and Merchandising

Advertising – Transit Centers, Major Transit Points, Stations, and Stops

1. Advertising treatments (housings) will complement the architecture of the transit centers/stations and the flavor of the surrounding community. NCTD plan specifications and Wayfinding Master Plan will be followed wherever applicable. Advertising treatments will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.
2. Any unsold transit center, major transit points, and station display advertising space will be allocated for graphics and/or other nonrevenue-producing functions approved by the Chief Executive Officer or his/her designee. At least one full display panel per transit center and station will be reserved exclusively for transit-related items.
3. Naming rights and negotiations for specific transit stations, parts of stations, rail lines, or bus routes may be undertaken at the discretion of the Chief Executive Officer. Public input may be sought, and Board approval will be required for such agreements. Such naming rights treatments and formats will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.

Advertising – Printed Materials

1. Advertising space may be allowed in printed materials (e.g., timetables, maps, and informational brochures) at the discretion of the Chief Executive Officer or his/her designee.
2. No advertising space shall supersede necessary transit information and/or regulations.
3. At the discretion of the Chief Executive Officer or his/her designee, NCTD may allocate space in printed materials to inform transit customers about private entities actively participating in transit services, e.g., pass and ticket sales outlets.

Advertising – Website, Online Media, and Social Media

At any time, NCTD may, at its sole discretion, use the NCTD website, online media, and/or social media pages to co-sponsor or advertise a third-party event, venue, or service that is intended to increase ridership or otherwise support NCTD's mission so long as it is not otherwise prohibited by this Policy.

Concessions

1. The general Board policy is to promote concessions at transit stations, provide transit customer amenities, and enhance revenue for ~~the District~~NCTD at the discretion of the Chief Executive Officer.
2. Concession formats, quantity, and placement will be approved and managed by the Chief Executive Officer or his/her designee and may subject to the review of the Board, as required.
3. Agreements for any concession format or related development will be issued in accordance with existing NCTD policies.

4. Concession treatments/structures will be designed to complement the architecture of the transit centers/stations and the flavor of the surrounding community. NCTD plan specifications will be followed wherever applicable. Concession treatments/structures will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.
5. Concession treatments/structures will not impede vehicular or pedestrian traffic, will not restrict the visibility of directional signs and informational materials, and will not encroach on necessary sight lines.
6. Concessionaire agreements will include remittance to NCTD or its designated operating vendor. Said remittance will be made monthly or quarterly and include a flat rate or a percentage of gross revenue, as approved by the NCTD Chief Executive Officer or his/her designee.
7. Concession signs, displays, or other means of advertising the concessionaire's activities will be in accordance with this NCTD Board Policy No. 13 and any other applicable NCTD policies and subject to approval of the Chief Executive Officer or his/her designee.

<u>Merchandise</u>

1. Any and all system-related merchandise will be of the quality that is generally available in the surrounding retail environment and will project a positive NCTD transit image.
2. Merchandise licensing agreements and royalty payments will be made in accordance with contemporary NCTD practices and in the best interests of NCTD.

<u>Revenue</u>

1. Except as otherwise provided, revenue from advertising on trains and buses, in transit centers, major transit points, stations and stops, and in printed publications shall accrue to NCTD.
2. In lieu of revenue, NCTD may elect to accept an equivalent value of goods and/or services, including but not limited to capital improvements, information services, and site maintenance.

<u>Contractor Services</u>

NCTD may engage contractor(s) services for the development, implementation, management, and maintenance of advertising, concessions, and/or merchandise programs in conformance with existing Board policies and applicable procurement rules and in the best interest of NCTD.

<u>Annual Review of Advertising Policy</u>

Notwithstanding anything to the contrary, as set out in this NCTD Policies Manual, the policies and guidelines, set out above, will be reviewed annually to reflect the current policies of the NCTD Board and to reflect changes in the trends of social and economic acceptance and appropriateness of various forms of advertising and concessions.

Board Policy No. 13 – Advertising, Concessions and Merchandising

Approvals

Board Chair — Date

Chief Executive Officer — Date

Deputy Chief Executive Officer/
Chief General Counsel — Date

Board Policy No. 13 – Advertising, Concessions and Merchandising

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
11/19/2015	3	15-08	2015 REVISION
10/20/2016	4	16-10	2016 REVISION
10/19/2017	5	17-10	2017 REVISION
10/18/2018	6	18-09	2018 REVISION
10/17/2019	7	19-06	2019 REVISION
10/15/2020	8	20-08	2020 REVISION
10/20/2022	9	22-18	2022 REVISION
10/17/2024	10	24-08	2024 REVISION: UPDATES TO POSITION TITLES
10/23/2025	11	25-06	2025 REVISION: UPDATES TO LOGO, AGENCY NAME AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 14
Record Management and Document Control

Summary

This policy establishes the requirement to implement and maintain a record management and document control system to manage NCTD's paper and electronic documents.

Scope

This policy applies to certain categories of NCTD's documents, including, but not limited to, the following official records:

1. Board agendas, resolutions, ordinances, staff reports, and minutes
2. Consultant reports
3. Contracts and purchase agreements
4. Correspondence (outgoing, incoming, and internal)
5. Deeds (real estate)
6. Drawings (as-builts)
7. Easements
8. Financial statements
9. Grants and supporting documents
10. Internal audit reports
11. Leases (real estate and equipment)
12. Licenses (real property and software)
13. Manuals and Plans
14. Memoranda of Understanding (MOUs)
15. NCTD ordinances and resolutions
16. Personnel Records
17. Policies and procedures
18. Property permits
19. Records retention schedule
20. Regulatory audit reports
21. Regulatory required plans
22. Sensitive security information (SSI)
23. Tax returns

24. Vital records

This policy sets forth NCTD's policy and guidance on responsibilities, the document management system, documents with restricted access (*sensitive security information or SSI*), and specific guidelines for records retention.

Responsibilities

~~The~~ Document Control ~~Coordinator's (DCC)~~ responsibilities reside within the Administration Department to meet the requirements of this policy and applicable law.

The Administration Department, under guidance and oversight from management and legal staff, is responsible for implementing and monitoring the records management program, updating the retention schedule as needed and ensuring ~~the District's~~NCTD's compliance with applicable laws and regulations regarding record retention, storage, and destruction.

Document Management System

NCTD will utilize an electronic document management system (DMS).

The DMS shall meet the definition of "trusted system" as set forth in Government Code § 12168.7(c) and comply with the uniform statewide standards adopted by the Secretary of State with respect to any and all official records created or stored as the original. The DMS shall not permit additions, deletions or changes to the original document. In addition, to the extent required by federal regulations at 2 C.C.R. 22620.4, the DMS shall be designed in accordance with Section 6.2 Recommended Project Steps and Activities of AIIM ARPI-2009 Analysis, Selection, and Implementation of Electronic Document Management Systems approved June 5, 2009.

Electronic records shall be placed in conveniently accessible files and must be able to be reproduced on film, optical disk or another medium which accurately reproduces the original thereof in all details. For official records stored in an electronic format only, the digital version must be created in an electronic media that meets all requirements specified herein or otherwise required by law before the original may be destroyed.

To aid in convenience and accessibility, the DMS shall be used to retain electronic versions of all official records where feasible, even those required by law to be retained in their original hardcopy format as specified in ~~the District's~~NCTD's Records Retention Schedule. The electronic version of the original hardcopy shall be considered the official record.

Documents with Restricted Access

Documents that contain restricted information such as SSI and which require document control management based on Federal Transit Administration (FTA), American Public Transportation Association (APTA), and NCTD policies, or other federal or state requirements, will be accessible only to designated individuals. The process for filing/storing and managing staff access to these types of documents will be outlined in a written policy and procedure under the direction of an SSI Committee.

Board Policy No. 14 – Record Management and Document Control

Bids (both accepted and not accepted) and contracts (including architectural building plans) must be evaluated for SSI, in addition to trade secrets, as these documents may contain information relating to key elements of the agency such as, but not limited to, structural elements, communications and computer rooms, railway signaling elements, etc.

Specific Guidelines

For specific details on NCTD's records retention schedules, see NCTD Board Policy No.15, Records Retention Policy and Schedule.

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 14 – Record Management and Document Control

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED		
10/17/2013	1		2013 REVISION
10/16/2014	2		2014 REVISION
11/19/2015	3		2015 REVISION
10/20/2016	4	16-10	2016 REVISION
10/19/2017	5	17-10	2017 REVISION
10/18/2018	6	18-09	2018 REVISION
10/17/2024	7	24-08	UPDATES TO POSITION TITLES AND RESPONSIBILITIES
10/23/2025	8	25-06	2025 REVISION: UPDATES TO LOGO AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

ATTACHMENT A
BOARD POLICY NO. 15

RECORDS RETENTION SCHEDULE

RETENTION CODES	
AU = Audit	CU = Current
CL = Closed/Completed	PE = Permanent
EX = Expired	SU = Superseded
LIFE = Full term of position or life of manual	TE = Terminated

Destruction of any official record listed herein must be authorized by the CEO or designee. (Gov. Code 60200-60204)

RECORDS TYPE/DESCRIPTION	DEPARTMENT	MINIMUM RETENTION PERIOD	LEGAL AUTHORITY
OFFICE OF CHIEF OF STAFF			
Administration			
Annexations, Reorganizations *(i.e. Notices, Resolutions, Certificates of Completion)*	Administration	PE	GC 60201(d)(1)
Articles of Incorporation and other records relating to formation	Administration	PE	GC 60201(d)(1)
Board Agenda	Administration	PE	GC 34090
Correspondence, CEO	Administration	LIFE+3	GC 34090
Minutes, Board (speaker slips and written public comment)	Administration	PE	GC 34090(e), GC 60201(d)(3)
Notices, Public Meetings	Administration	CU+2	GC 34090
Ordinances	Administration	PE	GC 34090(e), GC 60201(d)(3), GC 40806
Policies, Administrative	Administration	SU+2	GC 34090
Policies, Board	Administration	SU+2	GC 34090
Recordings, audio (*Board Meetings)*	Administration	PE	GC 34090
Records Destruction Authorization Forms	Administration	PE	GC 34090
Staff Reports	Administration	PE	GC 34090
General Records			
Correspondence, General (certified mail receipts)	All	CU+2	GC 34090
Correspondence, Project Related (including substantive emails)	All	CL+7	GC 34090
Reports (Departmental/Consultants)	All	SU+2	GC 34090
Recordings, audio (phones)	All	2 years	GC 34090.6, GC 53160
Manuals and Plans	All	SU+3	GC 34090
Administrative Policies and Standard Operating Procedures	All	SU+3	GC 34090
Newsletters	All	CU+5	GC 34090
Memorandum of Understanding/Memorandum of Agreement	All	CL+7	GC 34090

Certified Payroll	All	CL+7	GC 34090
Marketing & Communications			
Marketing Literature *(Ads, outreach materials, press releases, etc.)*	Marketing	CU+5	GC 34090
Intergovernmental Affairs			
Grants	Government Affairs	EX+2	GC 34090
Customer Experience			
Reduced Fare Application	Customer Exp	CU+3	49 CFR 37A, 37.3, 49 CFR 609
Reports, Rider (*Complaints and Feedback*)	Customer Exp	CU+10	GC 25105.5, 60201(d)(4)
Riders Guide	Customer Exp	CU+3	GC 34090

Chief People Division			
Maintenance Manuals (Buses, vehicles)	Bus Operations	LIFE+3	GC 34090
Collective Bargaining Agreements *(Labor agreements)*	HR	PE	29 CFR 516.5
Drug & Alcohol/MIS reports	HR	CU+5	29 CFR 1627.3(b)(1)(v)
Economic Interest Statements - Form 700	HR	CU+4	GC 81009(f),(g)
Employment, ERISA Record, Benefit plans	HR	CL+4	GC 34090
Employment, Personnel Files	HR	TE+5	GC 12946
Ethics Training Records (AB 1234)	HR	CU+5	GC 53235.2
Family and Medical Leave Act (*Federal*)	HR	TE+5	29 CFR 825.500
Recruitment Files (Applications)	HR	CU+3	GC 34090, SB807
Unemployment Insurance Records	HR	TE+5	CCP 337
Employee Medical & Exposure Records *(toxic substances or harmful physical agents)*	HR	TE+30	8 CCR 3204

BUS OPERATIONS			
Bus Operations			
Maintenance Manuals (Buses, vehicles)	Bus Operations	LIFE+3	GC 34090
Maintenance Records (Buses, Vehicles)	Bus Operations	LIFE+3	FTA Cir. 5010.1E
Maintenance Plans (Buses, Vehicles)	Bus Operations	LIFE+3	GC 34090
Performance Reports/Contract Deliverables	Bus Operations	CL+4	CCP 337
Recordings, video: BREEZE	Bus Operations	3 days	GC 53160, 34090(6),
Recordings, audio: BREEZE dispatch & LIFT Reservations	Bus Operations	2 years	GC 34090.6, GC 53160
Reports: Driver Vehicle Inspection Reports	Bus Operations	90 days	13 CCR § 1234; 49 CFR 396
American Disabilities Act (ADA/Paratransit) (*ADA review group minutes.)*	Bus Operations	CL+4	49 CFR 37A
ADA Appeals	Bus Operations	CU+3	49 CFR 37A
Service Requests/Charter Bus	Bus Operations	CU+3	GC 34090
Security Oversight			
Citations	Security	CL+3	GC 34090

DEVELOPMENT SERVICES			
Environmental Planning			
Environmental Impact Report/Statement (CEQA / NEPA)	Development Svcs	PE	GC 34090(a)
Environmental Permits	Development Svcs	SU+2	GC 34090

*Represents On-Board NCTD system capacity limits

Hazardous Materials *(Waste Disposal, Storage, Permits*)	Development Svcs	PE	GC 34090
Storm Water Maintenance Program/Plan Documents	Development Svcs	SU+5	40 CFR 122.26
Rail Engineering			
Bridge Rating Report	Engineering	PE	GC 34090
Bridge Inspection Report (Construction)	Engineering	PE	49 CFR 237.109
Bridge Inspection Report (Special/Annual)	Engineering	PE	49 CFR 237.109
Drainage Study	Engineering	SU+5	GC 34090(d)
Drawings, (*As-Builts)*	Engineering	PE	GC 34090
Engineering Project Files (includes AWW/FAWW, Exhibit A, minutes, design plans, estimates, comments & responses, traffic control plans, RFI's, inspection reports, submittals, specifications, encroachment permits, SWPPP, and drawings)	Engineering	CL+3	GC 60201(d)(12)
Track Inspection Records	MOW	SU+1	49 CFR 213.369; CPUC GO 143.B
Real Estate			
Denied Real Estate Submittals	Real Estate	CL+2	GC 34090
Insurance Certificates, Real Estate	Real Estate	EX+6	GC 34090
Permits: Right-of-Way, Work plans, Activity, Hazard Analysis, Construction Drawings, Communications	Real Estate	EX+6	GC 34090(a)
Real Property; *(including Abandonment, Acquisition, Disposition, Deeds, Titles, Easements, Appraisals, Surveys, Work plans, Leases, Licenses, Environmental)*	Real Estate	PE	GC 34090; 40 C. Real E.R. 141.91; CCP 337.2

*Represents On-Board NCTD system capacity limits

FINANCE			
General Accounting (*Non-grant related*) (Bank Deposits, Bank Statements, Cash Receipts, Invoices to Customers, Journal Entries-Non-Project Related, Reconciliations)	Finance	AU+4	CCP 337
General Reports, Financial (*Includes Survey, Audits, Investments, State Controller)*	Finance	CU+3	GC 34090
Journal Entries – Project Related (State and Federal Grants)	Finance	CL+7 *or AU+3, whichever is later*	24 CFR 85.42
Journal Entries – Project Related (Proposition 1A and 1B)	Finance	CL+35	CAL-EMA-GMM 2011-09
Scanned Accounts Payable Checks	Finance	PE	GC 34090
Accounting, Permanent Books of Accounts	Finance	PE	26 CFR 1.6001-1(e)
Annual Financial Reports (*includes CAFR*)	Finance	PE	17 CFR 210
Audit Hearing, Review, Analysis, or Findings *(Includes Survey, Audits, Investments, State Controller)*	Finance	CL+7	GC 34090
Bonds, Authorizations, Public Hearing Records, Proposals	Finance	See Bond Terms	GC 34090
Fixed Assets (Grant Related)	Finance	AU+4 from Date Sold/Disposed or Grant Terms, whichever is later	CCP 337
Fixed Assets (Non-Grant Related)	Finance	AU+4 from Date Sold/Disposed	VC 9900 et seq.
Vehicle Ownership & Title (Non-Grant related)	Finance	*AU+4 from Date Sold/Disposed*	VC 9900 et seq.
Deferred Compensation Reports	Finance	CU+7	29 CFR 1627.3
Employee Expense Reports	Finance	CU+7	GC 60201(d)(12)
Payroll	Finance	CU+7	GC 60201(d)(12)
Tax Records - Employee Related	Finance	CU+7	GC 34090
NCTD Tax Filings (fuel, etc.)	Finance	CU+7	26 USC §6501, et. seq (IRS); CA RTC § 19066.5 (FTB)
Grants			
Grants (State and Federal)	Grants	CL+7 or *AU+3, whichever is later*	24 CFR 85.42
Grants (Proposition 1A and 1B)	Grants	CL+35	CAL-EMA-GMM 2011-09

OFFICE OF CHIEF GENERAL COUNSEL

*Represents On-Board NCTD system capacity limits

Claims	Chief General Counsel	CL+2	GC 60201(d)(4)
Legal Opinions	Chief General Counsel	SU+2	GC 34090
Litigation	Chief General Counsel	CL+2	GC 60201(d)(4)
Audits *(Non-financial; Regulatory; Non-Regulatory; External*)	Chief General Counsel	AU+10	GC 34090
Audits *(Non-Financial; Internal)*	Chief General Counsel	AU+10	GC 34091
Investigatory files *(Internal)*	Chief General Counsel	CL+5	CCP 337, 338, 342; GC 34090
Investigatory files *(EEO)*	Chief General Counsel	TE+4	GC 12946; 29 CFR 1602.14
Investigatory files *(Title VI, UNRUH, ADA)*	Chief General Counsel	CL+5	CCP 338, 340; 49 CFR 27.121
Reasonable Accommodations *(includes Religious)*	Chief General Counsel	TE+4	GC 12946, 29 CFR 1602.14
Disparity Study	Chief General Counsel	CU+2	GC 34090
DBE Reports	Chief General Counsel	CU+4	GC 34090, 49 CFR 26.11
Insurance Polices	Chief General Counsel	CL+4	CCP 337
Public Records Request	Chief General Counsel	CU+2	GC 60201(d)(5); 1 CFR 304.10
Recordings, Audio or Video (Litigation)	Chief General Counsel	CL+2	GC 60201(d)(4)
Workers Compensation	Chief General Counsel	CL+5	8 CCR 10102
Safety Oversight			
Accident Reports (*General/Bus*)	Safety	CL+3	CCP 335.1
Accident Reports (Rail – FRA)	Safety	CU+5	49 CFR 225.25
Accident Reports (Rail – CPUC)	Safety	AU+3	CPUC GO 164-E
Accident, Damage to NCTD Property	Safety	CL+4	GC 34090, CCP 338
Audits *(Safety)*	Safety	CU+5	29 CFR 1904.33
OSHA (Risk Management and all non-exposure accident reports)	Safety	CU+5	29 CFR 1904.33
Investigatory Files *(Safety*)	Safety	CL+5	GC 34090

Procurement and Contract Administration			
Licenses, Software	IT	TE+2	GC 34090
Procurement File: Successful-Non-Construction, Non-Public Works includes maintenance agreements subject to prevailing wages *(including, but not limited to: legal docs, contract, amendments, PO's, insurance bond termination docs,*	Procurement & Contract Admin	CL+7	GC 34090; GC 60201(d)(12)

*Represents On-Board NCTD system capacity limits

procurement summary form, Bid letter, legal opinion, sole source, SSC reports, RFP, RFSQ, RFB, IFB, abstracts, addendums, vendor submittals, bid, proposals, notices of publication, and protest docs.)			
Procurement File: Successful- Construction, and Public Works (*including but not limited to: legal docs, contract, change orders, PO's, insurance bond termination docs, procurement summary form, Bid letter, legal opinion, sole source, SSC Reports, RFP, IFB, abstracts, addendums, vendor submittals, bid, notices of publication, and protest docs.)*	Procurement & Contract Admin	TE+15	*CA Contracting Code*; GC 60201(d)(12)
Procurement File: Unaccepted Bids and Proposals	Procurement & Contract Admin	CL+2	GC 60201(d)(11)
Procurement and Contract Administration Division Policies and Procedures Procurement Manual	Procurement & Contract Admin	SU+6	GC 34090
Unqualified Bid List	Procurement & Contract Admin	TBD	NCTD Ordinance No. 6
Facilities and Project Management			
Drawings, (*As-Builts*)	Facilities	PE	GC 34090
Geotechnical Reports	Facilities	PE	GC 34090(d)
Hydraulics and Hydrology Reports	Facilities	PE	GC 34090
Environmental Hazard Report (asbestos, PCBs, lead)	Facilities	PE	GC 34090(a)
Contract Oversight Reports (*Contract Deliverables including QA Reports, PMR, PM Reporting, Change orders, schedule modifications)*	Facilities	CU+3	GC 34090
Facility Inspection Reports (Generators, Exit Lights and Signs, UPS systems, Key Audits, Access Badge Issuance audits, Corrective action/verification)	Facilities	CU+5	GC 34090(d)
Environmental Testing/Exposure Monitoring	Facilities	SU+5	GC 34090
Facility Project Files (minutes, design plans, estimates, comments & responses, traffic control plans, RFIs, inspection reports, submittals, specifications, encroachment permits, SWPP, and drawings (includes storm water reports))	Facilities	LIFE+3	GC 34090
Leases; Facilities (*Equipment*)	Facilities	TE+5	CCP 337.2
Maintenance Records, Facilities *(Work orders)*	Facilities	LIFE+3	FTA Cir. 5010.1E
Maintenance and Operation Warranties and Manuals	Facilities	LIFE+3	GC 34090(d)
Permits, Facilities (*Equipment*)	Facilities	SU+2	GC 34090
Underground Storage Tank O&M	Facilities	PE	HSC: 25296.10 USEPA 42 U.S.C. §6912
Business Intelligence			
Materials Management			

INFORMATION TECHNOLOGY			
Licenses, Software	IT	TE+2	GC 34090
Rail Technologies			
Event Recordings (If pulled, retain per this schedule)	Rail Technologies	(see video retention)	49 CFR 236.1037

*Represents On-Board NCTD system capacity limits

PLANNING			
Service Planning			
Schedules *(Bus, Rail)*	Service Planning	SU+3	GC 34090
Performance Reports, Annual, Quarterly	Service Planning	CL+4	CCP 337
Strategic Planning			
Planning Studies	Strategic Planning	CL+2	GC 34090

RAIL OPERATIONS			
Maintenance Manuals (Rail)	Rail Operations	LIFE+3	GC 34090
Maintenance Records (Rail)	Rail Operations	LIFE+3	FTA Cir. 5010.1E
Performance Reports/Contract Deliverables	Rail Operations	CL+4	GC 34090
Recordings, audio (Dispatch, Rail)	Rail Operations	2 years	GC 34090.6, GC 53160,
Recordings, video: COASTER (Passenger area)	Rail Operations	*5 days	GC 53160, 34090(6)
Recordings, video: COASTER (Inward and Outward facing video)	Rail Operations	*14 days	GC 53160, 34090(6)
Recordings, video: SPRINTER (On-Board)	Rail Operations	*16 Days	GC 53160, 34090(6)
GO-88 Related Documents	Rail Operations	CU+5	PUC 12014-1220
Hours of Service	OPS	SU+3	49 CFR 228.11; CPUC GO 143B
RAIL RIGHT-OF-WAY			
Track Inspection Records	MOW	SU+1	49 CFR 213.369; CPUC GO 143.B
Configuration Control Management Plan	MOS	SU+3	49 CFR 236.1037
Field Configuration Management Plan	MOS	SU+3	49 CFR 236.1037
NCTD Master Test Plan	MOS	SU+3	49 CFR 236.1037
Operations Manual	MOS	SU+3	49 CFR 236.1037
PTC Communications Restoration Plan	MOS	SU+3	49 CFR 236.1037
PTC Development Plan	MOS	SU+3	49 CFR 236.1037
PTC Failure Backup Plan	MOS	SU+3	49 CFR 236.1037
PTC Implementation Plan	MOS	SU+3	49 CFR 236.1037
PTC Safety Plan	MOS	SU+3	49 CFR 236.1037
Training Program Plan	MOS	SU+3	49 CFR 236.1037

*Represents On-Board NCTD system capacity limits

PTC Project files	MOS	CL+10	GC 34090
PTC Inspection	MOS	SU+1	49 CFR 236.1037
Training & Testing Records	MOS	1) LIFE of Equipment 2) Until next record filed, not < 1yr	49 CFR 236.1037 49 CFR 236.1043 49 CFR 236.110 49 CFR 236.587 49 CFR 236.917
Type Approval	MOS	SU+3	49 CFR 236.1037
Crossings Tests and Inspections	MOS	SU+3	49 CFR 234.109; CPUC GO 143B
Signal Tests and Inspections	MOS	SU+3	49 CFR 236.110; CPUC GO 143B
Hours of Service	MOS	SU+3	49 CFR 228.11; CPUC GO 143B

*Represents On-Board NCTD system capacity limits

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 15
Records Retention Policy and Schedule

Summary

The legislative body may, by resolution, adopt and comply with a record retention schedule that is consistent with guidelines provided by the California Secretary of State, pursuant to Government Code § 12236, that classifies all of the ~~District~~NCTD records by category and that establishes a standard protocol for destruction or disposition of records. This policy establishes a records retention schedule, by category, for ~~District~~NCTD documents.

Record Retention Schedule

The attached Record Retention Schedule of the North County Transit – San Diego Railroad ~~District~~(NCTD) is hereby replaced with the attached updated Record Retention Schedule adopted by Resolution No. 21-05 October 21, 2021.

General Guidelines for Record Retention

Retention of official records will be based on the requirements set forth in the Record Retention Schedule. In the event of any future system reconfiguration or conversion, all records, whether in original hard copy, electronic, or photographically reproduced form, shall be retained by the same requirements unless otherwise provided by law or by ~~District~~NCTD policy.

For the purpose of this policy, electronic records, which constitute official ~~District~~NCTD records, must be analyzed and retained in the same manner and to the same extent as paper records in accordance with the requirements of law and this Policy.

~~The District~~NCTD shall generally retain all official communication in electronic form for a minimum of two years, unless a shorter or longer retention period is specifically authorized by State or Federal regulation and this Board of Directors retention policy.

~~The District~~NCTD shall retain original administrative, legal, fiscal and/or historical records with continued value (e.g., records for long-term transactions, pending litigation, and/or special projects) until all matters pertaining to such records are completely resolved or the time for appeal has expired. (Gov. Code § 60201).

~~The District~~NCTD shall retain indefinitely original documents that are designated as vital to:

- Resuming and/or continuing operations.
- Re-creating the legal and financial status of ~~the District~~NCTD in case of a disaster.
- Fulfilling obligations to bondholders, customers, and/or employees. (Gov. Code § 60201).

Destruction of Documents

The Board of Directors authorizes the Chief Executive Officer or designee(s) to interpret and implement this policy and the Records Retention Schedule, and to cause to be destroyed any and all records, papers, and documents that meet the specifications set forth in these documents, with the concurrence of the Chief General Counsel.

The Chief Executive Officer or designee(s) may authorize the destruction of any duplicate records, including duplicates less than two years old, if no longer needed. (Gov. Code § 34090, 60200, 53161, Sec. of State Guidelines.)

Retention of Email

The email system is intended as a medium of communication only. ~~The District~~NCTD's email system should not be used for the electronic storage or maintenance of documentation, including, but not limited to, official ~~District~~NCTD records, which are records required to be retained by ~~the District~~NCTD pursuant to ~~the District~~NCTD's Record Retention Schedule.

It is the policy of the Board that email not defined as ~~District~~NCTD records shall not be retained for more than two years. Individual employees are responsible for the management of their mailboxes and associated folders. To ensure maximum efficiency, staff members should delete email messages that are not ~~District~~NCTD records. Examples of emails that are not ~~District~~NCTD records are as follows:

- Personal communications that do not relate to ~~District~~NCTD business
- Unsolicited advertisements or similar communications not related to ~~District~~NCTD business
- Preliminary drafts, notes and memorandums that have been retained for less than two years and are no longer needed

E-mails that are designated as ~~District~~NCTD records shall be retained consistent with the Records Retention Schedule and will be included in ~~the District~~NCTD's document and/or project management systems. Examples of emails that are designated as ~~District~~NCTD records include, but are not limited to, any records which:

- Concern official actions or transactions concerning official public business of ~~the District~~NCTD
- Concern reports or recommendations
- Are kept in connection with the discharge of official duties
- Have legal, fiscal, historical or administrative value
- Provide unique information that contributes to the understanding of major fiscal, operational, or program decisions of ~~the District~~NCTD

Some messages sent or received on ~~the District~~NCTD's email system will constitute confidential, privileged communications between ~~the District~~NCTD and its attorneys. **Attorney-**

client communications should not be forwarded to any person without consulting with the Chief General Counsel.

Litigation Holds

In case of litigation or threatened litigation against ~~the District~~NCTD on a specific matter, ~~the District~~NCTD is legally required to keep all records, including electronic communications, related to the dispute. This is what is referred to as a "litigation hold." A litigation hold suspends ~~the District~~NCTD's Records Retention Schedule for documents, including emails, which may be relevant to a lawsuit or a reasonably anticipated lawsuit. The Chief General Counsel shall determine which records must be preserved in cases of litigation or threatened litigation and shall provide written notice to ~~District~~NCTD employees. An employee shall not destroy any records that relate to litigation or threatened litigation as such conduct may subject ~~the District~~NCTD and the employee to legal sanctions.

In order to ensure that ~~the District~~NCTD complies with this requirement, it is the policy of ~~the District~~NCTD that in the event of litigation or threatened litigation the following procedures shall be followed:

Within one ~~(1)~~ business day of receiving notice that ~~the District~~NCTD is subject to actual or threatened litigation the Chief General Counsel shall inform all ~~District~~NCTD employees who may have documents relating to the subject of the litigation, including electronic communications, that ~~the District~~NCTD is involved or about to be involved in litigation.

Immediately upon receiving such notice, all employees who have might have documents, or electronic communications relating to the subject of litigation, shall segregate those documents or electronic communications, and either print and retain the documents, or forward the documents to the Chief General Counsel for printing and retention. Discoverable electronic communications shall be preserved either in the Document Management System or by printing a copy of the email and placing it into the appropriate file for the matter until the claim is resolved.

Board Policy No. 15 – Records Retention Policy and Schedule

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 15 – Records Retention Policy and Schedule

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
11/19/2015	3	15-08	2015 REVISION
10/20/2016	4	16-10	2016 REVISION
10/19/2017	5	17-10	2017 REVISION
10/18/2018	6	18-09	RECORDS RETENTION SCHEDULE UPDATED.
10/17/2019	7	19-06	RECORDS RETENTION SCHEDULE UPDATED.
10/15/2020	8	20-08	RECORDS RETENTION SCHEDULE UPDATED.
10/21/2021	9	21-05	RECORDS RETENTION SCHEDULE UPDATED.
10/17/2024	10	24-08	UPDATED POSITION TITLES AND DOCUMENT CONTROL REPORTING
10/23/2025	11	25-06	2025 REVISION: UPDATES TO LOGO AND POSITION TITLES; UPDATES TO DIVISIONS/DEPARTMENTS IN RETENTION SCHEDULE ATTACHMENT

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 16
Public Records Requests

Summary

This policy outlines NCTD's procedure for responding to requests to review or obtain copies of public records and to establish guidelines for adhering to the legal requirements of the California Public Records Act ("Act") and other applicable laws.

Purpose

This policy is established in accordance with Government Code § 7922.630, which states: "Every agency may adopt regulations in accordance with this article stating the procedures to be followed when making its records available." This policy sets forth NCTD's policies and procedures for handling requests to inspect and/or copy public records. It is designed to be in compliance with the Act (Gov. Code § 7920.000 et. seq.) and all existing laws pertaining to disclosure of public records. If any provision of this policy conflicts with current state or federal law, the law shall take precedence.

Definitions

As used in this policy, the following terms shall have the following meanings:

"NCTD" shall mean the North County Transit ~~District~~ San Diego Railroad.

"Person" shall mean any natural person, corporation, partnership, limited liability company, firm, or association.

"Public records" shall mean any writing containing information relating to the conduct of the NCTD's business prepared, owned, used, or retained by the NCTD regardless of physical form or characteristics.

"Requester" shall mean a person, or representative of a person, who has submitted a request for records to the NCTD by mail, fax, e-mail, telephone, or in person.

"Writing" means any handwriting, typewriting, printing, ~~photostating,~~ photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored.

Policy

This written policy will establish NCTD's guidelines for responding to the most common types of requests received by NCTD.

The Act was enacted to protect individual privacy rights while acknowledging the “fundamental and necessary right” of every person to have “access to information concerning the conduct of the people’s business.” The Act, in part, provides a means of safeguarding the accountability of the government to the public. Local public agencies, such as NCTD, are subject to the Act. NCTD is required to keep public records open to inspection during its regular office hours.

Right to Inspect

Disclosable public records of NCTD are open to inspection by any person at all times during the normal business hours of NCTD offices in accordance with the provisions of this policy. Copies of disclosable public records may be obtained by any person, in accordance with the procedures set forth in this policy. Any disclosable portion of a record that can be reasonably separated from other parts of the record that are exempt by law shall be made available for inspection and/or copying after the exempt portions have been redacted. Any request for records and any responding documents may be subject to review by the NCTD’s legal counsel prior to any inspection of the records or delivery of copies.

General Guidelines

Upon receipt of a request to inspect or copy records, NCTD shall, within 10 calendar days, determine whether the request in whole, or in part, seeks disclosable records in the possession of NCTD and shall promptly notify the person making the request of the determination and the reasons therefor. In “unusual circumstances,” NCTD may extend the 10 calendar day time limit by no more than 14 calendar days beginning from the end of the original 10 day period by giving written notice to the requester explaining the reasons for the extension and providing a date when a determination will be given. As used in this policy and pursuant to Government Code § 7922.535, subdivision (c), “unusual circumstances” means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
3. The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the NCTD having substantial subject matter interest therein.
4. The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

The Act requires NCTD to assist a requester, to the extent reasonable under the circumstances, to make a focused and effective request. The Act does not require NCTD to create documents and/or records.

Questions about NCTD (as opposed to requests for documents) are not considered public records requests and should be referred to the Chief of Staff for response.

Exceptions to the 10-day rule are as follows:

1. Reports and statements filed under the Political Reform Act (such as Form 700s) must be made available for inspection and copying, during regular business hours, commencing as soon as practicable, but in no event later than the second se business day following the day the report or statement is received by NCTD.
2. Board agendas and agenda packets distributed to all, or a majority of the Board, must be made available at the address listed on the meeting agenda upon request without delay.
3. Members of the public will have access to copies of documents prepared by NCTD staff and distributed at Board meetings to all or a majority of the Board members.

Requests to Inspect and/or Make Copies

~~The District~~NCTD encourages requests to be submitted via GoNCTD.com or via email at publicrecords@nctd.org. If any member of the public chooses to make a verbal request for records, such requests will only be accepted during normal business hours when NCTD offices are open. This requirement complies with the Act mandate that public records must be "open to inspection at all times during the office hours of the state or local agency…" (Gov. Code § 7922.525~~, subd.~~ (a)). (Emphasis added.) This requirement to submit records requests during normal business hours also complies with the Act provision that allows the NCTD to "adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in [the Public Records Act]," (Gov. Code § 7922.505).

Requests should clearly identify the records requested. The requester should specify the records to be inspected/copied with sufficient detail to enable the NCTD to identify the particular records. If the request seems ambiguous or unfocused, NCTD staff will make a reasonable effort to obtain additional clarifying information from the requester that will help identify the record or records. Pursuant to Government Code § 7922.600~~, subd.~~ (a), NCTD staff shall do all of the following, to the extent reasonable under the circumstances:

1. Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;
2. Describe the information technology and physical location in which the records exist; and
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

A response to a request for inspection or copies of public records that includes a determination that the request is denied, in whole or in part, shall be in writing.

Records Exempt from Disclosure

Records which are exempt from disclosure by law include but are not limited to the following:

1. Preliminary drafts, notes, or interagency~~,~~ or intra-agency memoranda which are not retained by the NCTD in the ordinary course of business, provided that the public interest in withholding such records clearly outweighs the public interest in disclosure (Gov. Code § 7927.500).

2. Records pertaining to pending litigation to which NCTD is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, until such pending litigation or claim has been finally adjudicated or otherwise settled (Gov. Code § 7927.200).

3. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy (Gov. Code § 7927.700).

4. Statements of personal worth or personal financial data required by the NCTD and filed by an applicant with the NCTD to establish their personal qualification for the license, certificate, or permit ~~applied for~~requested (Gov. Code § 7925.005).
5. The contents of real estate appraisals, engineering or feasibility estimates~~,~~ and evaluations made for or by NCTD relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreements are obtained; provided that the law of eminent domain shall not be affected by this provision (Gov. Code § 7928.705).
6. Computer software developed by a state or local agency is not itself a public record (Gov. Code § 7922.585~~, subd.~~ (b)).
7. The records made, if any, of closed sessions, along with any confidential information that has been acquired by being present in a closed session, are not public records subject to inspection, to the extent permitted by the Ralph M. Brown Act and the Public Records Act (Gov. Code § 54957.2, 54963).

8. Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege (i.e., attorney-client privilege under the California Evidence Code) (Gov. Code § 7927.705).
9. Social security numbers. State law requires local agencies to redact social security numbers from records before disclosing such records to the public (Gov. Code § 7922.200).

10. Test questions, scoring keys, and other examination data used to administer an examination for employment are exempt from disclosure (Gov. Code § 7929.605).

11. Sensitive security information (SSI) or information about security, operations, facilities, capital projects, or other critical infrastructure whose disclosure would be detrimental to the security of transit employees, customers, or infrastructure. SSI is not subject to disclosure pursuant to applicable federal law.

The above partial list of exemptions is subject to existing state and federal law, and any changes in the law are automatically incorporated into this policy. A comprehensive list of exempt documents and documents that are not deemed to be public records is provided in the Act (Gov. Code § 7920.000 et. seq.).

Fees for Copies

NCTD shall charge fees for copies of identifiable public records or information and electronic records as follows:

Description	**Price**
Copy price per page – standard letter size (8 ½” x 11”)	10¢ per page
Copy price per page - legal size (8 ½” x 14”)	10¢ per page
Copy charges for oversized documents that must be outsourced for duplication/reproduction	Actual cost
Price for public records in electronic format, including DVD of public meetings, when requested in electronic format	Cost in accordance with Government Code § ~~6253.9~~7922.575(a), as it may be amended from time to time
Copy charge for duplication of DVD	$5.00 per DVD

When making photocopies in response to a public records request, no invoice will be sent with the response unless the amount totals at least $2.00.

Payment is requested in advance of delivery of any records. All fees are subject to change.

Records Retention

Refer to Board Policy No. 15, Records Retention Policy and Schedule

Board Policy No. 16 – Public Records Requests

Approvals

Board Chair Date

Chief Executive Officer Date

Deputy Chief Executive Officer/ Date
Chief General Counsel

Date Issued	Revision No.	Resolution No.	Comments
10/18/2012	Adopted		
10/17/2013	1		2013 Revision
10/16/2014	2		2014 Revision
10/20/2016	3	16-10	2016 Revision
10/21/2021	4	21-05	2021 Revision
10/20/2022	5	22-18	2022 Revision
10/19/2023	6	23-06	2023 Revision; updated to reflect renumbering in the Government Code
10/17/2024	7	24-08	2024 Revision: Updates to Position Titles
10/23/2025	8	25-06	2025 Revision: Updates to Government Codes; Updates to Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 17
Budget Development

Summary

This policy establishes guidelines for North County Transit ~~District's~~ – San Diego Railroad (NCTD) development and monitoring of its annual operating and capital improvement program budgets pursuant to Resolution No. 22-17, dated October 21, 2022. This policy sets standards for sound budgetary practices and fiscal performance.

Budget Policies

a. *Budget Period*. The budget is developed annually for each fiscal year, which begins on July 1 and ends on June 30 of the following calendar year.

b. *Balanced Budget.* NCTD must adopt an annual balanced budget where total revenues are equal to or exceed total expenses to support service, operations, and capital decisions. It should be NCTD's goal to achieve a long-term structurally balanced budget, where ongoing expenditures are supported by ongoing revenues. A structurally balanced budget should be achieved through efficiencies, reductions to the expenditure base, and/or ongoing revenue enhancements, and does not rely on reserves or the use of one-time revenues for ongoing operating expenditures.

c. *Coordination with Metropolitan Planning Agency*. NCTD should coordinate its long-range financial planning with the San Diego Association of Governments (SANDAG), the county metropolitan planning organization (MPO), which provides regional guidance in planning, programming, and construction to ensure an integrated regional transportation framework for San Diego County.

d. *Basis of Accounting*. Accounting records must be maintained in accordance with generally accepted accounting principles (GAAP) as established by the Government Accounting Standards Board (GASB). NCTD must use the accrual basis of accounting for the operating budget, with the exception of depreciation expense, which is not budgeted. Accrual accounting records financial events based on economic rather than cash activity. Revenues are recognized when they are earned and realized, regardless of when actual payment is received. Expenses are recognized when incurred, regardless of when such expenses are paid.

e. *Single Enterprise Fund*. NCTD will utilize a single enterprise fund as allowed under GASB Statement No. 20. The enterprise fund is used to account for operations that are financed and operated in a manner similar to a private business enterprise, where the expenses, including depreciation, of providing goods or services to the general public on a continuing basis are financed or recovered through user charges and grants.

f. *Revenues*. Revenues should be estimated conservatively bearing in mind federal, state, and local conditions, considering new sources, and assessing fare and route changes as needed. One-time revenues generally should be used for one-time expenses or capital investments.

g. *Expenses.* Expenses should be budgeted to support effective transportation by identifying priority services, establishing service levels, delivering efficient service, and ensuring fiscal stability producing long-term effectiveness.

h. *Intergovernmental Relations.* NCTD should maintain good relationships with other government bodies to encourage shared use of facilities, joint purchases, and shared cost of service delivery so regional transit services, inter-connections, and accessibility will be improved, unfunded legislative mandates will be opposed, and transit-promoting initiatives will be supported.

i. *Debt.* Short and long-term debt should be used appropriately, for valid business reasons including temporary cash flow, emergency shortfalls and urgent unfunded capital improvements, provided the Board authorizes the debt by resolution and an analysis of the fiscal impact is completed and presented to the Board as part of its consideration of new debt.

j. *Capital Improvement Program (CIP).* The CIP is designed to meet NCTD's ongoing operational, and infrastructure needs in a responsive and efficient manner. The CIP must take into consideration the NCTD Transit Asset Management Plan (TAM), which defines the assets owned, operated and/or maintained by NCTD, their condition, and how NCTD prioritizes maintenance funding to keep the transit network in a state of good repair. NCTD must review and prioritize its capital projects to ensure that operationally critical projects are funded. The 5-Year CIP incorporates the current and future needs of NCTD and is updated annually. All years beyond the budget year are subject to change and the annual CIP is adopted in conjunction with the annual operating budget upon approval from the Board.

Budget Responsibilities

a. The Chief Financial Officer (CFO) has the overall responsibility for planning, coordinating, analyzing, preparing, and issuing the budget.

b. ~~The Capital Program Manager~~The Project Management Office oversees the Capital Improvement Program and leads the Capital Project Steering Committee (CPSC).

c. The Division Chief responsible for service planning, or their designee, is responsible for overseeing the development of the Service Implementation Plan (SIP) for the upcoming year comprised of service levels and ridership forecasts by mode of transportation.

d. Division Chiefs are responsible for preparing and submitting their Division budgets in accordance with the budget instructions.

e. Department Managers are responsible for preparing their Departmental budgets in accordance with the budget instructions.

f. The CPSC is responsible for evaluating and ranking projects to ensure that the most critical projects are funded.

g. The Performance, Administration, and Finance (PAF) Committee of the Board reviews the appropriateness of programs and expenses and ensures that they meet NCTD goals and objectives for the upcoming budget year. The PAF Committee advances the budget for adoption by the Board of Directors.

h. The Chief Executive Officer, in close consultation with the Division Chiefs and the CFO, is responsible for making the final determination of the proposed budget to be submitted for approval to the Board of Directors.

i. The Board of Directors is responsible for adopting the annual operating budget and supplemental schedules, the annual CIP, and the 5-Year CIP.

Budget Development

a. *Operating Budget Calendar*. The CFO is responsible for developing the operating budget calendar. A reasonable amount of time should be allotted for budget development at the functional level, review by the PAF Committee, public review and comment, public hearing, and adoption by the Board in June before the start of the budget fiscal year.

b. *CIP Budget Calendar*. The ~~Capital Program Manage~~Project Management Office~~r~~ is responsible for developing the CIP calendar. A reasonable amount of time should be allotted for projects evaluation and ranking by the CPSC, Board approval ~~in December~~ preceding the start of the budget fiscal year, and inclusion of NCTD's CIP in the Regional Transportation Program (RTIP) programmed by SANDAG ~~in January~~ after the Board approves the CIP.

c. *Functional Level*. The budget should be prepared at the functional level by department to allow for accountability and control.

d. *Allocation of Funding Sources*. NCTD is required to have a balanced budget; therefore, funds should be programmed first to cover operating expenses (unless grant specific requirements that restrict funding for capital projects). Any remaining unallocated funds can then be programmed for the CIP.

e. *Staffing Levels.* The Chief People Officer completes the review of the prior year staffing plan in collaboration with all Division Chiefs and submits the proposed staffing plan recommendation to the Chief Executive Officer for approval to be incorporated in the baseline budget assumption.

f. *Capital Improvement Program.* Approved projects must align with NCTD's goals and strategic areas of focus. Capital projects are evaluated, ranked, and scored according to established criteria and prioritized on how well the respective project meets NCTD goals and objectives. State of good repair, regulatory requirements, safety and security, and projects that have ongoing contractual obligations are the highest priorities. NCTD staff should review previously approved capital projects to ensure that they are advancing as planned and reallocate funding from projects that have anticipated savings or are no longer advocated for various reasons.

g. *Assumptions.* Revenue and expenses projections should be based on a series of assumptions, including but not limited to, revenue estimates provided by the California State Controller's Office, San Diego County Auditor, and SANDAG; Service Implementation Plan and ridership projections; projected consumer price index increases (inflation); staffing levels and salary and fringe cost increases; pension and retiree health funding obligations based on actuarial reports; debt service commitments; contractual obligations; maintenance and repair needs; and business initiatives and strategic areas of focus.

h. *Comparative Information*. In order to support comparison with the proposed fiscal year operating budget, the financial information should be presented in a format that provides the current year projected revenues and expenses, the prior year actual revenues and expenses, along with the budgeted revenue and expenses.

i. *5-Year Plan*. The 5-Year Plan provides a long-term outlook of NCTD's major cost drivers and available funding sources. It is updated annually to help identify opportunities or issues and serves as the foundation to guide decision making during the development of the operating and capital budgets. It also provides a stress test to identify cash needs if sources of revenue came in lower than projected.

Budget Documents

The CFO is responsible for ensuring that the following documents are submitted for Board approval prior to July 1 of each year:

- Annual Operating Budget and 5-Year Capital Improvement Program
- Employee Classification and Compensation Schedule
- Cost Recovery Fee Schedule
- Service Implementation Plan

Budget Review and Adoption

a. The PAF Committee is responsible for overseeing the preparation of the annual budget before presentation to the full Board for approval. The PAF Committee should meet and receive a presentation of the proposed budget from NCTD staff and advance for Board approval.
b. NCTD must make the budget available for public review and comment at least fifteen calendar (15) days prior to holding a public hearing.
c. After the public review and comment period and the public hearing, the operating budget and CIP are presented to the Board for final consideration and adoption in June before the start of the budget fiscal year.

Budget Monitoring and Controls

a. The adopted budget is entered into the accounting system to monitor and manage revenues and expenses. Requisitions for the procurement of goods and services are routed through the Enterprise Resource System (ERP) where the Finance Division reviews whether there are available funds. If there are funds available, the requisition moves forward with the subsequent required approvals. If there are no funds available, a budget adjustment is required as described under Section 7(d), if appropriate.
b. The Finance Division produces monthly budget to actual expenditure reports that are distributed to Division Chiefs and Department Managers intended to help staff control expenditures.
c. The Finance Division produces quarterly financial statements for the Board, which include the statement of changes comparing actual revenues and expenses to budget and to the prior period, and explanations for significant variances.
d. Changes to the budget take the form of budget transfers or Board-approved amendments. Budget transfers do not change the total appropriated amount and do not require Board

action. Depending on the budget category affected by the transfer, approval may be granted as follows:

i. Division Chiefs have the discretion to reapportion funds between line items within their department or between departments in their division, except for salaries and wages, unless it is an adjustment to fund temporary staffing due to vacancies. Division Chiefs may not exceed the total appropriated amounts within their division.

ii. The Chief Executive Officer may transfer funds between divisions but may not exceed the total appropriated amount for NCTD.

e. An increase in the total appropriated amount for NCTD requires a budget amendment. Budget amendments follow the same process as listed under Section 6.

Approvals

______________________	___________
Board Chair	Date
______________________	___________
Chief Executive Officer	Date
______________________	___________
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 17 – Budget Development

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
11/19/2015	3	15-08	2015 Revision
10/20/2016	4	16-10	2016 Revision
10/19/2017	5	17-10	2017 Revision
10/18/2018	6	18-09	2018 Revision
10/17/2019	7	19-06	Policy deleted in its entirety and replaced with new policy
10/21/2021	8	21-05	2021 Revision
10/20/2022	9	22-18	2022 Revision
10/17/2024	10	24-08	2024 Revision: Updates to Position Titles
10/23/2025	11	25-06	2025 Revision: Updates to Agency Name, Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 18
Railroad Safety and Community Enhancement Projects

Summary

This policy provides a framework for NCTD's cooperation on locally initiated, rail-based project(s) undertaken by the county, city, state or other organization for the purpose of improving railroad safety and/or community enhancement. The railroad safety and/or community enhancement projects within the scope of this policy are generally limited to rail crossings, grade separations, wayside horns, pedestrian crossings, sealed corridors, and/or quiet zones (individually or collectively "Project"). NCTD desires to collaborate with public and private entities seeking to implement the Project. These guidelines may be expanded to other projects at the discretion of NCTD and as deemed appropriate by the Chief Executive Officer.

Purpose

NCTD supports Projects that enhance the quality of life for communities and that are compatible with railroad operations and safety protocols. The funding, project development activities, construction and ongoing operations and maintenance of the Project will likely require close coordination and continuous collaboration with NCTD, the San Diego Association of Governments (SANDAG), the Federal Railroad Administration (FRA), the California Public Utilities Commission (CPUC), funding agencies, and local (public and private) stakeholders.

Early and continuous collaboration is required to address issues such as property ownership and usage, construction and maintenance requirements, liability and insurance, regulatory and permitting requirements, and execution of agreements. Moreover, early and continuous collaboration supports improved efficiency in project implementation and allows stakeholders to build consensus and develop plans for potentially seeking grants, sharing costs and benefits, and/or leveraging concurrent project activities.

Lead Agency and Project Management

Federal regulations and local decision-making are the primary factors for cities or the county being designated as the lead agency for the implementation of a Project. The local or state government seeking to establish a Project within its jurisdiction must act as the lead agency and comply with the requirements set forth in federal and state regulations ("Lead Agency").

A Lead Agency may request that SANDAG serve as the project manager for the Project. NCTD will typically serve as the project manager for minor and other local projects, such as maintenance or minor improvements.

The project management approach and plan for the Project should be thoroughly evaluated to ensure the availability of staff resources with the required knowledge, skills, abilities, and experience to successfully implement the Project combined with understanding NCTD's requirements. NCTD and/or SANDAG are often the best option for providing project management for the Project due to the unique characteristics and requirements for constructing within the railroad right-of-way ("ROW").

Limitations on Use

The Lead Agency must comply with all applicable terms, conditions, and requirements of NCTD's policies regarding NCTD's ROW and all other NCTD ordinances, rules, and regulations. The Lead Agency's use of the Project area must not in any way interfere with NCTD's continuing control over the property or NCTD's expressed continued ability to carry out its functions.

Relocation

The Lead Agency shall, at its sole expense, protect, temporarily relocate, or remove the Project if NCTD determines that the Project is inconsistent or interferes with NCTD's current or planned use of the Project area or ROW.

Project Design Phase

The design of all rail crossing infrastructure and railroad Project improvements, and any element necessary for the Project implementation of a rail crossing, quiet zone or wayside horn system shall be supported by NCTD with the approval of applicable regulatory entities, following comprehensive plan and diagnostic reviews and processes. NCTD strongly recommends and encourages Lead Agencies to enter into memorandums of understanding ("MOU") with NCTD to establish a collaborative relationship early in the Project development phase.

Costs

The Lead Agency and/or Project Manager designated by the Lead Agency is responsible for securing funding, permitting, approvals, and constructing the necessary improvements/modifications to implement the Project, and for producing studies and documentation as may be required by the regulations or administrative policies and procedures of the FRA, the CPUC, and NCTD.

The evaluation, application, planning, development, and review processes necessary to establish the Project shall be cost neutral to NCTD, and will be addressed in a MOU and/or license agreement ("License Agreement"). For example, the MOU requires that the Lead Agency provide NCTD with full cost recovery for NCTD staff and consultant services and other Project costs for the design phase of the Project (e.g., traffic and queuing study, pedestrian study, etc.), and provide an initial deposit for services within thirty (30) days of execution of the MOU. The License Agreement also requires that the Lead Agency reimburse NCTD within 30 days of invoice for all costs incurred by NCTD in association with the review and processing of any work performed on the Project, including but not limited to staff time, consultant fees, attorneys' fees, environmental studies, permits, inspection fees, railroad flagging protection fees, and engineering fees). The MOU and License Agreement are discussed in more detail below.

NCTD, at its sole discretion, may contribute capital funding towards the construction phase of any Project that fosters increased safety and improved rail operations.

Memorandum of Understanding

A MOU is often the first step the Lead Agency and NCTD take before entering into a contract or negotiations~~-~~. MOUs document the parties' understanding and responsibilities with respect to the Project and indicate that a legally binding contract will follow (i.e., License Agreement).

The execution of the MOU is for the design phase of the Project only. The MOU will generally define roles and responsibilities for the Project activities, including coordination with regulatory agencies, and grant support.

The design, environmental permitting, and costs associated with all Project-related items, including but not limited to design of paving, striping, pavement signage, sidewalk/pathways, curbs, medians, roadway signage, vegetation, fencing, in-pavement loop detectors, and other traffic and pedestrian control devices, shall be the responsibility of the Lead Agency. Insurance, indemnification, and other legal requirements associated with the design phase of the Project shall also be memorialized in a MOU.

License Agreement

The License Agreement is entered into between the Lead Agency and NCTD once the Lead Agency has applied for the issuance of a License for use of NCTD's property in accordance with Board Policy 11, and NCTD has agreed to allow the Lead Agency to use that portion of the ROW. The Lead Agency agrees to be legally bound by the terms and conditions of the License Agreement.

If NCTD enters into a License Agreement with the Lead Agency, ~~it~~the License will contain all the pertinent provisions concerning the construction and maintenance of the Project, including but not limited to, right-of-entry and use, relocation, indemnification and insurance, and the cooperation on defense. In the event NCTD's assistance and review is required prior to the establishment of the License Agreement, the Lead Agency and NCTD shall enter into another MOU prior to the commencement of additional work, as described above. The main elements of the License Agreement are summarized below.

1. Construction

The construction of all railroad improvements necessary for the implementation of the Project shall be supported by NCTD pursuant to the License Agreement.

The License Agreement shall provide that the Lead Agency pay for all costs necessary for design and construction of all railroad improvements necessary for the implementation of the Project in advance. It shall also allocate and describe long-term maintenance responsibilities associated with the Project.

If the Lead Agency decides to design and construct the Project themselves, NCTD and NCTD's Signal Engineer of Record and Bridge Inspector of Record shall be required to review and approve all design and construction drawings, and shall provide Railroad Signal and Bridge Inspections and support at the Lead Agency's cost. The Lead Agency shall pay the estimated cost of design review and inspection in advance.

The Lead Agency shall be responsible for the construction and cost of all non-railroad items. This shall include any indirect costs of construction that may be necessary and required to work in the railroad ROW, such as flagging costs, signal modifications and/or signal support, track inspection, and any additional insurance requirements as may be deemed necessary by NCTD. All non-railroad related work shall be coordinated with the construction of railroad Project improvements by NCTD, if any, as provided in the License Agreement.

2. Maintenance

The License Agreement shall outline the maintenance and repair work obligations of the Lead Agency for use of NCTD property, which shall include but not be limited to requirements pursuant to CPUC General Order 72-B. NCTD shall accept and provide required maintenance for additions to and/or modifications of any railroad signal equipment and warning devices necessary for the implementation of the quiet zone, both for existing and for new or expanded at-grade public crossings, including but not limited to vehicle gates, vehicle warning devices and pedestrian gate arms. The License Agreement shall specify the portion of the cost of the required maintenance that shall be passed on to the Lead Agency. Non-railroad improvements, wayside horn systems and pedestrian crossings shall be maintained by the Lead Agency.

3. Indemnification

Pursuant to the License Agreement, the Lead Agency shall indemnify, defend, and hold harmless NCTD and its Board, and each member of the Board, the National Railroad Passenger Corporation ("Amtrak"), the BNSF Railway ("BNSF"), the Southern California Railroad Authority ("SCRRA"), and any other entity performing maintenance work on the Project, and any other entity providing passenger rail operation services for NCTD on the ROW, and any other entity providing dispatch services to NCTD for the Project, their officers, agents, and employees ("NCTD Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the NCTD Indemnitees arising out of or connected with design or construction defects, a failure to comply with the federal rule and any negligent acts or omissions on the part of the Lead Agency under or in connection with any work, authority or jurisdiction of the Lead Agency required by the federal rule and related to the establishment and operation of the Project.

NCTD agrees to indemnify, defend, and hold harmless the Lead Agency and their respective board members, officers, agents, volunteers, contractors, and employees ("Lead Agency Indemnities") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the Lead Agency Indemnitees arising out of or connected with any negligent acts or omissions on the part of NCTD, its Board, officers, agents, contractors, or employees, under or in connection with the Project where authority or jurisdiction was delegated to NCTD solely under the License Agreement between NCTD and the Lead Agency.

4. Insurance

The License Agreement sets the specific insurance requirements during construction and post-construction.

a. During construction:

In the event the Lead Agency engages in construction activities within the Project covered by the License Agreement, the Lead Agency shall cause to be procured and maintained, in full force and effect, during construction of the said Project improvements, commercial and general liability insurance, railroad protective insurance, automobile liability, workers' compensation and employer's liability, and property insurance (if applicable) as shall be required by NCTD, in the amounts, coverage, and terms and conditions specified, and issued by insurance companies in the Right-of-Entry Permit. The policies must name in the endorsements and schedules as additional insureds NCTD.

b. Post-construction:

NCTD shall procure and maintain, in full force and effect, post construction of the said Project improvements for Quiet Zone or Wayside Horn Systems and any NCTD railroad specific facilities in Pedestrian Crossings, commercial and general liability insurance, railroad protective insurance, automobile liability, and workers' compensation and employer's liability, as required by NCTD, in the amounts, coverage, and terms and conditions specified in the License Agreement, and, which shall, if available on the open market, name the Lead Agency as an additional insured. To the extent the procurement and maintenance of the insurance containing coverage for liability resulting from the implementation of the Quiet Zone or Wayside Horns System and/or the Project improvements required to implement the Quiet Zone or Wayside Horn System costs more than a policy without said coverage, the incremental increase in insurance costs shall be paid by the Lead Agency, which have Quiet Zones or Wayside Horn Systems on NCTD's ROW. If applicable, the Lead Agency's incremental cost shall be determined on an annual basis and will be proportional to the number of highway-rail grade crossings with Quiet Zones or Wayside Horn Systems within the Lead Agency's jurisdiction.

The Lead Agency shall procure and maintain insurance for non-NCTD railroad facilities extending outside of the railroad ROW, and name NCTD, and its Board, officers, agents, contractors, or employees as additional insureds.

5. Termination

In the event NCTD shall be unable to procure liability insurance described above, the Lead Agency shall, at their discretion, have the right to terminate any special status designations associated with the Project, and those provisions contained in the License Agreement relating to indemnification and insurance. If terminated by the Lead Agency under this provision after construction has been initiated, the Project shall be decommissioned to its original state at the sole cost and expense of the Lead Agency, unless NCTD desires in its sole discretion to maintain the crossing improvements directly.

6. Cooperation in Defense of Claims

NCTD and the Lead Agency will agree in the License Agreement to cooperate in good faith in any claim or litigation alleging liability of the Lead Agency and NCTD, and seek a prompt disposition of the Lead Agency and NCTD by way of dismissal or summary judgment.

Board Policy No. 18 - Railroad Safety and Community Enhancement Projects

Approvals

Board Chair Date

Chief Executive Officer Date

Deputy Chief Executive Officer/ Chief General Counsel Date

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
10/20/2016	3	16-10	2016 Revision
10/17/2019	4	19-06	2019 Revision
10/21/2021	5	21-05	Policy re-titled and re-written in its entirety.
10/20/2022	6	22-18	2022 revision
10/19/2023	7	23-06	2023 Revision
10/17/2024	8	24-08	2024 Revision: Updates Throughout to Reflect Roles and Responsibilities of Lead Agency and District
10/23/2025	9	25-06	2025 Revision: Updates to Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 19
Delegation of Authority to the Chief Executive Officer

Summary

This policy establishes delegation of authority from the North County Transit ~~District~~NCTD~~ –~~ – San Diego Railroad (NCTD~~, District~~NCTD) Board of Directors (Board) to the Chief Executive Officer (CEO), pursuant to Resolution No. 23-06 dated October 19, 2023.

Policy

As a recipient of public funds, NCTD is responsible for ensuring proper expenditure of funds for public purposes for which they are intended, adherence to all applicable standards and regulations as established by federal and state law, and full and open competition and equitable treatment in all transactions. ~~The~~ NCTD Board establishes the following delegation of authority to the CEO:

General Responsibilities

The CEO may:

1. Delegate functions delegated by the Board to NCTD staff when necessary and/or appropriate.
2. Execute a contract or contract change order within the parameters of the law and Board direction and/or as established in this Board Policy No. 19.
3. Ensure that written contracts and procurement procedures are developed in accordance with Federal Transit Administration (FTA) requirements delineated in the most current version of FTA Circular 4220.1, the FTA Best Practices and Lessons Learned Manual and Master Agreement, California Public Utilities Code §§125221, 125222, 125223, and 125224, and the California Public Contract Code §§20350, 20351, et seq.
4. Approve revisions to contracts and procurement policies and procedures, unless they are in conflict with procurement policies established in this Board Policy No. 19.
5. In the event of emergency or an exigent circumstance, take all necessary actions to prevent significant unnecessary loss to NCTD or a shut-down of public services, or to address a situation threatening the health and/or safety of persons or property, including, but not limited to, authorization to contract with a contractor or consultant on a sole source basis, consistent with applicable state or federal law without prior approval from the Board. In the event such an emergency or urgent need occurs, the CEO will consult with the Board Chair as necessary, and, regardless of contract value, the CEO will submit a report to the Board at its next regular meeting to obtain ratification for those actions, in accordance with all applicable provisions of law, including but not limited to the requirements of California Public Contract Code §22050.
6. Approve all design plans, specifications, and estimates for authorized capital projects.

7. Execute and accept associated payments for all right-of-way property transfer documents, including, but not limited to, rights of entry, licenses, leases, deeds, easements, escrow instructions, and certificates of acceptance.

8. Reject all bids or proposals and suspend or cancel the competitive procurement process.

9. Provide the final determination to persons or firms filing a protest regarding NCTD procurement or contracting processes or procedures, including requests for reconsideration related to Disadvantaged Business Enterprises.

10. Execute a contract for services performed by ~~District~~NCTD personnel of any value if the services are reimbursable and accept reimbursement from any entity for services performed by ~~District~~NCTD personnel.

11. Award a contract if the initial contract value, including options, does not exceed $500,000 and is consistent with the Board-adopted budget.

12. Award a revenue-generating contract if the initial contract value does not exceed $500,000.

13. Authorize a contract modification/amendment (which includes contract change orders and supplemental agreements) of any value consistent with the Board-adopted budget if the modification/amendment does not exceed $250,000, singular or cumulative in value, and if the modification/amendment does not involve a major change in scope, unless the modification/amendment costs are reimbursable by a third-party and an agreement for reimbursement is in place, in which event, the modification/amendment may be of any value.

14. Award individual task orders to any task order-based contract under the basic scope of the contract, valued at not more than $500,000.

15. Award contracts or purchase orders of any value when ~~District~~NCTD funds are reimbursed by a third-party, the procurement was conducted in accordance with approved procedures, and an agreement for ~~District~~NCTD reimbursement is in place.

16. Not amend a contract which was originally awarded at a value of $500,000 or less if the amendment increases the contract value over $500,000 in value unless Board approval for the amendment is provided.

17. Report contract actions and modifications made in accordance with this policy to the Board of Directors on a quarterly basis.

18. Execute a memorandum of understanding, memorandum of agreement, or interagency agreement along with Chief General Counsel if the document involves ministerial business transactions and if the annual committed value does not exceed $100,000 or, regardless of the value, if the expenditure of ~~District~~NCTD funds is reimbursable.

19. In accordance with the California Government Code §935.4, approve settlements for liability and workers compensation claims that do not exceed $50,000 and forward a claim of any amount to the Board of Directors for consideration and action as may be appropriate.

20. Execute all documents, applications, agreements, and claims required by any local, state, or federal agency that provide operating or capital funds for ~~District~~NCTD use,

including, but not limited to, Transportation Development Act (TDA), State Transit Assistance (STA) and State of Good Repair (SGR) Program, State Rail Assistance (SRA), State Transit and Intercity Rail Capital Program (TIRCP), State Low Carbon Transit Operations Program (LCTOP), State Trade Corridor Enhancement Program (TCEP), State Local Partnership Program (LPP), California Department of Transportation, Regional Transportation Improvement Program (RTIP) submittals, U.S. Department of Transportation (DOT), Federal Railroad Administration (FRA), and Federal Transit Administration (FTA).

21. Award licensing, maintenance or support contract renewals for hardware or software to extend the coverage period from the original equipment manufacturer or intellectual property owner within the constraints of the Board-adopted annual budget. This applies to hardware or software licensing, maintenance or support agreements procured according to standard and approved procedures. Authorization for award of new procurements for hardware or software and the related licensing, maintenance and support, must comply in all respects with this Board Policy No. 19.

22. Pay bills for insurance premiums in an amount not-to-exceed the Board-adopted budget per year being renewed. This applies to insurance procured according to standard and approved procedures.

23. Pay bills for utilities, such as water, gas and electric services, and pass-through expenses in which only one provider of such services is available to the ~~District~~NCTD, such as taxes, employee reimbursements and benefits, and intergovernmental transfers.

24. Authorize the distribution of complimentary transit passes to improve customer satisfaction, as a marketing tool to increase ridership, or on a case-by-case basis in accordance with Board Policy No. 20 – *Complimentary Transit Passes*.

25. Pay bills for diesel and unleaded fuel procured on a daily or weekly bid basis with an award to the lowest cost bidder, where NCTD does not have an existing Board-approved fixed-price contract to purchase fuel. Staff will provide the Board with a fuel procurement overview and recommendation on an annual basis in January of each year to determine whether a contract to purchase fuel is in the best interests of the ~~District~~NCTD.

26. Implement and execute any agreements, reports or other documents required for the continued implementation of, and compliance with applicable storm water regulations, including but not limited to, ~~the~~ NCTD Phase II Non-Traditional MS4/NPDES permit (currently Order No. 2013-0001-DWQ), NCTD Construction General Permit (currently Order No. 2012-0006-DWQ) and/or Industrial General Permit (currently Order 2014-0057- DWQ, NPDES NO. CAS000001) as issued, amended or superseded by the State Water Resources Control Board (SWRQB) or any other necessary related order, law or regulation.

Other Duties and Responsibilities

The CEO shall be responsible for management of all aspects of NCTD operations on a day-to-day basis, subject only to the policy direction of the Board. The CEO duties and responsibilities shall include:

Board Policy No. 19 – Delegation of Authority to the Chief Executive ~~Director~~Officer

1. Supervision of all executives, divisions, and employees (except for Chief General Counsel, who reports directly to the Board) including authority, to hire and terminate NCTD employees in accordance with applicable law and NCTD Ordinance No. 4 – *Establishing A Personnel Merit System,* policies, rules, and regulations;
2. Responsibility for overall management of employee relations matters;
3. Establishment of a proposed set of short-range goals and a proposed action plan for developing and implementing medium and longer-term goals for the ~~District~~NCTD, to be presented to the Board for review and consideration annually.
4. Assist the Board in community and public relations matters;
5. Monitoring, managing, and overseeing the ~~District~~NCTD budget, revenues and expenses;
6. Oversee timely development and presentation to the Board of annual proposed budgets;
7. Assuming overall responsibility for management of staff and in guiding NCTD towards its Board-approved goals;
8. Assuring that NCTD's financial affairs are properly managed, accounted for, and audited, and that appropriate reports thereon are made to the Board and to others as required by law;
9. Confer with legislative liaisons regarding legislative matters; monitoring, reporting on, and making recommendations on legislative activities;
10. Attending all regular and special meetings of the Board and of Board committees and subcommittees as requested, assuming overall responsibility for preparation and presentation of all agendas and staff reports;
11. Meeting with the city councils and managers of each of the member agencies of NCTD, and with the County Board of Supervisors and/or their designee;
12. Represent the Board and staff in contacts and communications with the public, member agencies, and other outside agencies and organizations with respect to transit matters and NCTD issues, within the scope of Board policies and programs;
13. Such other and further activities as the Board may from time to time direct;
14. Such other and further activities as the CEO determines necessary to competently and professionally carry out his/her responsibilities in the best interest of NCTD.

For additional information on the CEO's responsibilities, please refer to NCTD Ordinance No. 4.

Board Policy No. 19 – Delegation of Authority to the Chief Executive ~~Director~~Officer

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 19 – Delegation of Authority to the Chief Executive ~~Director~~Officer

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
01/15/2015	3	15-07	2015 REVISION
10/15/2015	4	15-08	2015 REVISION
10/20/2016	5	16-10	2016 REVISION
10/19/2017	6	17-10	2017 REVISION
10/18/2018	7	18-09	2018 REVISION
4/18/2019	8	19-03	2019 REVISION
10/17/2019	9	19-06	2019 REVISION
10/15/2020	10	20-08	2020 REVISION
10/21/2021	11	21-05	2021 REVISION
10/20/2022	12	22-18	2022 REVISION
10/19/2023	13	23-06	UPDATES TO REFLECT UNIFORMITY IN EXECUTIVE DIRECTOR AND/OR CHIEF EXECUTIVE OFFICER TITLE
10/17/2024	14	24-08	2024 REVISION: UPDATES TO POSITION TITLE FOR CHIEF EXECUTIVE OFFICER
10/23/2025	15	25-06	2025 REVISION: UPDATES TO AGENCY NAME, LOGO AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 20
Complimentary Transit Passes

Summary

This policy establishes the procedures and requirements regarding the distribution of North County Transit ~~District~~ – San Diego Railroad (NCTD) complimentary transit passes, pursuant to Resolution No. 23-06, dated October 19, 2023.

Background

NCTD distributes a limited number of complimentary passes each year. NCTD issues complimentary passes valid for use on various modes of service within the region (inclusive of BREEZE, SPRINTER, FLEX, and COASTER).

1. Pass Distribution to the Public

Complimentary passes are provided upon approval of the divisional chief(s) responsible for Customer Service and/or Marketing. Passes are issued after the completion of the Complimentary Pass Request Form via the Document Management System (currently Laserfiche). This form requires a description of the event or purpose that substantiates the need for a complimentary pass(es).

NCTD is authorized to distribute complimentary passes for the following purposes:

1. Improve customer satisfaction. NCTD may offer a complimentary pass to minimize customer dissatisfaction due to inconvenience and/or service quality. Customer Service Department staff may request a complimentary pass for a customer under the following circumstances:
    a. If, through no fault of the customer, he/she experiences a service disruption in their trip.
    b. In an event of possible void/refund transaction, the customer would accept a complimentary pass rather than a cash refund.
    c. Other possible customer satisfaction events that occur, as determined on a case-by-case basis at the discretion of the Director of Customer ~~Service~~ Experience or designee.
        i. Complimentary passes are tracked in CRM Dynamics under Case Related Complimentary Passes. The following information is tracked: Related case number, pass number, pass type, error, reason or notes, incident date and time, date of issuance. All passes issued via case related complaints are issued with a cover letter.
2. Promote NCTD services. Communications and marketing staff, as well as community outreach staff, may distribute complimentary passes to individuals targeted through a specific marketing promotion or campaign.
3. Discounted, free tickets and passes may be used to promote increased use of NCTD's transit system.

a. To provide an individual with an incentive to take their first trip on the transit system;
b. To promote NCTD's transit system to guests, students, and/or dignitaries when attending transit related business or related functions.

4. Public Interest exception. Passes may be distributed to non-profit, governmental, social service, and educational organizations that promote general welfare in NCTD's service area.

Employees who receive complimentary passes are responsible to distribute these passes in accordance with the intended purpose. Misuse or unauthorized distribution of these passes is subject to disciplinary action including, but not limited to, employment termination.

Pass Distribution to Board Members

At the beginning of their year term on the Board, each Board member and alternate receives one PRONTO Card transit pass. The Board member may use this pass to travel on BREEZE, SPRINTER, COASTER, MTS Bus, MTS Rapid, MTS Rapid Express, and Trolley. This pass is issued to cover public transit costs in the NCTD service area for each Board member during their term on the NCTD Board. This pass is non-transferable, and NCTD's Clerk of the Board will collect this pass when each Board member leaves their position on the Board.

Board members and alternates do not receive complimentary passes for distribution.

Board members and alternates do not receive complimentary passes, PRONTO Cards, or a lifetime pass upon concluding their service on the NCTD Board of Directors.

Pass Distribution to NCTD Employees

As noted in the NCTD Employee Handbook, all NCTD employees and eligible dependents will be issued a PRONTO card transit pass valid for use on BREEZE, SPRINTER, FLEX, and COASTER. Employees (excluding dependents) may also use MTS Bus, MTS Rapid, MTS Rapid Express, and Trolley, contingent upon an established agreement between NCTD and MTS. For additional information, please refer to the NCTD Employee Handbook.

Pass Inventory Control

The Finance Division manages the physical inventory of complimentary passes and are distributed upon approval of the completed Complimentary Pass Request Form.

Board Policy No. 20 – Complimentary Transit Passes

Approvals

Board Chair Date

Chief Executive Officer Date

Deputy Chief Executive Officer/
Chief General Counsel Date

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
11/19/2015	3	15-08	2015 REVISION
10/20/2016	4	16-10	2016 REVISION
10/19/2017	5	17-10	2017 REVISION
10/18/2018	6	18-09	ATTACHMENTS REMOVED FROM POLICY.
10/17/2019	7	19-06	2019 REVISION
10/15/2020	8	20-08	2020 REVISION
10/21/2021	9	21-05	2021 REVISION
10/20/2022	10	22-18	2022 REVISION
10/19/2023	11	23-06	2023 REVISION
10/17/2024	12	24-08	2024 REVISION: UPDATES TO POSITION TITLES AND GENDER-NEUTRAL PRONOUNS THROUGHOUT
10/23/2025	13	25-06	2025 REVISION: UPDATES TO LOGO AND POSITION TITLES. UPDATES TO TRACKING MECHANISM OF COMPLIMENTARY PASSES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 21 – Complementary ADA Paratransit Program

Summary

This policy sets forth the North County Transit ~~District's~~ – San Diego Railroad (NCTD) programmatic approach and operations to support compliance with the Americans with Disabilities Act (ADA) of 1990, as amended.

Policy

ADA law requires public transit entities such as NCTD to provide complementary paratransit service, or equivalent public transportation, to individuals with disabilities who cannot board, ride, or navigate accessible fixed-route bus or train service because of their disabilities. Individuals whose disabilities prevent them from using an NCTD ramp-equipped bus or the accessible rail system may be eligible for the LIFT paratransit service.

Eligibility and Certification

The ADA and its implementing regulations define who is eligible for complementary paratransit service [49 CFR, Part 37.123 (e)~~(1)(2)(3)~~]. An individual is eligible to use LIFT if the customer has a disability and meets one of the following criteria:

1. The customer is unable to board, ride, or disembark from an accessible vehicle without the assistance of another person (except for the operator of a lift or other boarding device) as the result of a physical or mental impairment (including a vision impairment).

~~1.~~2. The customer is a person with a disability who needs the assistance of and can use accessible buses on routes that are not fully served by accessible buses, or when the bus stop is not accessible due to physical characteristics of the stop.

~~2.~~3. The customer has a specific impairment-related condition that prevents them from traveling to or from a boarding or disembarking location.

Eligibility is not based on age, economic condition, or inability to drive an automobile. Having a medical condition or a disability will not automatically qualify applicants for ADA paratransit eligibility.

NCTD does not discriminate on the basis of race, color, national origin, sex, sexual orientation, age, religion, ancestry, marital status, medical condition, or disability in the level and quality of transportation services and transit-related benefits, in accordance with 49 CFR §37.5(a), Title VI of the Civil Rights Act of 1964, California Civil Code §51 (Unruh Civil Rights Act), or California Government Code § 11135.

NCTD also does not discriminate on the basis of any other protected status under state or federal law in the level and quality of transportation services and transit-related benefits. The NCTD Board has adopted Board Policy No. 26, *Discrimination Complaint Procedures*, providing prompt and equitable resolution of complaints alleging discrimination based on a protected status.

Board Policy No. 21 – Complementary ADA Paratransit Program

The paratransit certification process may take up to 21 days. If a determination has not been made within 21 days, the applicant will be treated as eligible until a determination is made. To apply for paratransit eligibility, individuals should refer to ~~NCTD's Rider's Guide or~~ www.gonctd.com/accessibility/lift-eligibility/. Individuals who are found to be conditionally eligible or ineligible for LIFT service can appeal the decision within 60 days of the initial determination.

Customers determined to be eligible for NCTD's LIFT service are encouraged to take full advantage of NCTD's accessible fixed-route bus and rail service. Certified paratransit ~~riders~~ customers can apply for a Paratransit Photo ID Card, which allows free travel on BREEZE buses, SPRINTER trains, and COASTER trains. If a paratransit customer is certified for a personal care attendant (PCA), the PCA can also ride free on the BREEZE, SPRINTER, and COASTER.

C~~ustomers visiting from outside the NCTD service area who are eligible to use paratransit service in their respective area are allowed to use the NCTD LIFT service by contacting NCTD's eligibility certification contractor and providing proof of the certification. Once they have been approved, these customers may use LIFT up to 21 days out of a 365-day period. If the customer desires to use the service more than 21 days, they must be~~come ~~certified by NCTD's eligibility certification contractor.~~ If a visitor whose disability is apparent is unable to present documentation of paratransit eligibility in their home jurisdiction, NCTD will provide service upon documented proof of residency in their home jurisdiction.

If a visitor, whose disability is not apparent is unable to present documentation of paratransit eligibility in their home jurisdiction, NCTD will provide service upon proof of disability (i.e., a letter from a doctor or rehabilitation professional), and proof of visitor status (i.e., proof of residence outside the NCTD or MTS service area).

Service Area and Trip Length

Certified customers may request LIFT trips during the same hours of the day and days of the week within a ¾-mile zone of BREEZE fixed-route bus and SPRINTER rail service. LIFT reservationists will advise customers of whether the origin or destination of a trip is within the ¾-mile zone and the service hour availability of requested trips. Pursuant to ~~ADA law~~ 49 CFR Part 37, NCTD's LIFT service functions as a "safety net" for persons whose disabilities prevent them from using the regular fixed route system and is not intended to meet all the transportation needs of all persons with disabilities, all of the time. The NCTD Board policy establishes the LIFT service area as the ¾-mile buffer zone around all BREEZE fixed routes and SPRINTER rail stations (excluding commuter bus/rail service, rail right-of-way, and FLEX zones). Any uncovered, small areas surrounded on all sides by the ¾ mile buffer zone and ~~measure~~ing ~~~~measuring less than ten square miles are included in the definition of NCTD Paratransit service area.

NCTD Board policy defines "excessively long" trips to be trips where the trip length is longer than the comparable fixed-route time, to include time it takes to walk to a bus stop, transfer(s), and walk to one's destination.

Fare

The ~~cash~~ fare for ADA paratransit per ride for ADA-certified passengers for one complete trip, origin to destination, regardless of any need to transfer between ADA transit operators or zones, shall be double the local fixed-route fare of the typical fixed-route service linking the origin and destination based on a determination by NCTD. Such a determination must be made by calculating the regular fixed-route fare, including transfers for a trip of similar length, at a similar time of day, on the NCTD fixed-route system.

Approvals

Board Chair	Date
Chief Executive ~~Director~~Officer	Date
Deputy Chief Executive Officer/Chief General Counsel	Date

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
11/19/2015	3	15-08	2015 REVISION
10/20/2016	4	16-10	2016 REVISION
10/19/2017	5	17-10	2017 REVISION
10/18/2018	6	18-09	2018 REVISION
10/17/2019	7	19-06	2019 REVISION
10/21/2021	8	21-05	2021 REVISION
10/20/2022	9	22-17	2022 REVISION
10/19/2023	10	23-06	2023 REVISION
10/17/2024	11	24-08	2024 REVISION: UPDATES TO POSITION TITLES
10/23/2025	12	25-06	2025 REVISION: UPDATES TO LOGO AND POSITION TITLES; UPDATES TO ELIGIBILITY AND CERTIFICATION PROCESS

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 22
Service Requests

Summary

This policy is intended to assist local policymakers and key stakeholders in understanding the process by which NCTD evaluates service requests in order to ensure that the transit system remains financially sustainable in the short and long term.

Background

The policy is designed to support NCTD's provision of an accessible, integrated, multimodal transit system that enables customers to travel easily and efficiently throughout the growing region.

Considerations for major and minor service requests made by individuals or organizations will be reviewed based on a service request process that considers all of the following factors: service design guidelines and standards, existing and/or potential service demand, operational and/or capital constraints, operating cost, and funding availability.

Service Request Process

The service request process is as follows:

1. Submission of Service Request:
    a. Individuals or organizations that submit service requests must provide as much detail as possible such as the level of service requested in terms of frequency and hours of operation, routing, and stops, and demonstrate the need for the service. This information may include ridership estimates and/or a statement as to why existing transit services are inadequate. If the request is from an organization, such request must be approved by the governing body or the Chief Executive Officer of that organization. Service requests should be received by the Customer Service Department for processing and disseminated to the Planning Division for review.
2. Review by NCTD:
    a. Service design guidelines and standards. NCTD will review the service request in accordance with internal guidelines and standards. In the event the requested service falls into a category that is not addressed in internal standards, NCTD will evaluate the proposal based on industry standards, including Transit Cooperative Research Program (TCRP) Report 165 and Association of American Railroads (AAR) standards.
    b. Existing or potential service demand. NCTD will review ridership demand in the corridor of the proposed service. Factors include demographics, land use, proximity to key activity generators (schools, medical facilities, etc.), density of development, and other pertinent factors.

c. Operational and/or capital constraints. NCTD will determine operational and capital constraints of the proposed service:

   i. Impact of service on ADA compliance: location of bus boarding/alighting and path of travel.

   ii. Vehicle constraints based on road width, grade, and vehicle maneuverability.

   iii. Impact of service on equipment: number of rolling stock, buses, signage, and other associated equipment needed to implement service.

   iv. Transit center constraints: number of bus berths available.

   v. Operational safety considerations

d. Cost. NCTD will estimate costs using contracted rate for cost per total mile and revenue hour for bus, contracted rate for cost per trip for rail, and contracted rate for cost per revenue hour and total mile for demand response. Cost for facilities, vehicles, or other equipment will be estimated as applicable.

e. Major service change considerations. NCTD will review the service request in accordance with *Board Policy 30 – Threshold for Major Service Change* to determine if the request qualifies as a major service change. In the event the requested service is classified as a major service change, NCTD will conduct a Title VI Analysis to determine if the change has any impacts consistent with *Board Policy 31 - Threshold for Disparate Impact on Minority Populations* and *Board Policy 32 - Threshold for Disproportionate Burden on Low-Income Populations.*

3. Enter into Cooperative Agreement:

   a. A cooperative agreement between NCTD and the requesting entity should include:

      i. Service plan including performance targets that must be met in order to continue the service past the demonstration period.

      ii. Cost-sharing between the requesting entity and NCTD.

      iii. Generally, the minimum length of an agreement is one (1) year, renewable if service has met performance goals stated in the service plan.

4. Approval by Board:

   a. See *Board Policy 5 - Public Notice and Participation.*

5. Notification and Implementation:

   a. Notify stakeholders and general public prior to start of service using written notification placed at transit centers, on board vehicles, and on NCTD's website.

   b. Work cooperatively with the requesting entity's employees and customers to publicize the new service.

   c. Monitor service using on-time performance data and ridership data to determine whether minimum level of performance specified in the agreement is met.

Board Policy No. 22 – Service Requests

Approvals

Board Chair Date

Chief Executive Officer Date

Deputy Chief Executive Officer/Chief General Counsel Date

Board Policy No. 22 – Service Requests

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
10/19/2017	3	17-10	2017 Revision
10/17/2019	4	19-06	2019 Revision
10/21/2021	5	21-05	2021 Revision
10/17/2024	6	24-08	2024 Revision: Updates to Position Titles
10/23/2025	7	25-06	2025 Revision: Updates to Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 23
Railroad Construction Scheduling and Management

Summary

This policy establishes principles and procedures for managing the impact of construction on NCTD coastal (San Diego Subdivision) and inland (Escondido Subdivision) rail corridors.

Scope

This policy covers construction and maintenance impacts such as slow orders, partial shutdowns, and complete shutdowns on the San Diego ("coastal" or "COASTER" corridor) and Escondido ("inland" or "SPRINTER" corridor) Subdivisions. The policy covers construction/ improvement and maintenance activities performed by NCTD, SANDAG and other third parties performing construction, and maintenance activities within NCTD right-of-way. This policy applies to both projects that benefit NCTD and projects performed on behalf of external entities that impact NCTD operations.

Principles

1. The Board policy is to provide high-quality rail service consistent with the operating plan of both passenger and freight operators.
2. The Board recognizes that capital activities are required to maintain a state of good repair and to support capital enhancements.
3. Complete shutdowns, Absolute Work Windows (AWW), are periods of time, typically 48-hour periods occurring during weekends, when all train traffic is annulled. Complete shutdowns typically impact the entire corridor.
4. Partial shutdowns include Single Track Absolute Work Windows (STAWW) and Freight Absolute Work Windows (FAWW). STAWWs are scheduled only on double tracked sections and annul all train traffic on one track. All traffic is diverted onto the live track. FAWWs are periods when freight traffic is annulled, but passenger service is not impacted. Partial shutdowns are scheduled over shorter segments of track and at times that minimize impacts to service.
5. Project designers, construction managers, and NCTD shall fully evaluate construction means and methods in order to minimize disruption of rail service during construction.
6. Project designers and construction managers must clearly demonstrate the need for a slow order, partial shutdown(s) or complete shutdown(s) by submitting information and alternatives to NCTD during the project development/ design phase of the project.

1.1 AWWs are generally scheduled during the months of September, October, November, January, February, and March. AWWs during the months of April, May, June, July, August, ~~September, November~~ and December are prohibited due to increased ridership and local and regional events, unless an exception is granted by the Chief Executive Officer.

7. Project/construction managers requesting a partial shutdown (STAWW, FAWW) shall consider passenger and freight schedules and provide partial shutdown alternatives and benefits to NCTD should a partial shutdown be permitted.
8. Unless significant unforeseen circumstances arise, such as emergency or exigent circumstances, NCTD will honor the published AWW schedule and consider every partial shutdown request on the railroad.
9. Project/construction managers requesting partial shutdowns that may impact NCTD railroad operations shall consult with NCTD as soon as they become aware of a potential impact to NCTD's rail operations.

Responsibilities

1. NCTD's Chief Executive Officer or his/her designee is responsible for the administration of this policy. Safety shall be the Chief Executive Officer's top priority in administering this policy.
2. The Chief Executive Officer or his/her designee is responsible for ensuring that a calendar is maintained that identifies all shutdowns on the inland and coastal corridors.
3. The Chief Executive Officer or his/her designee is responsible for developing agreements and guidelines for continuity of operations during construction. The agreements and guidelines should address seasonal constraints, coordination with other corridor users, notification requirements, project types (track, signal, or bridge), and work location (Escondido or San Diego Subdivisions, Mile Post location and impact to service).
4. Project/construction managers involved in project planning and/or construction that may impact NCTD railroad operations shall consult with NCTD as soon as they become aware of an impact to NCTD's rail operations. Earlier consultation supports improved coordination and minimizes potential delay(s) to projects.

1.2 Project/construction managers are responsible for ensuring that they have developed ~~sufficient~~ plans that sufficiently detail the nature of the proposed construction project and its impact on NCTD.

5. Project/construction managers are responsible for meeting all applicable regulatory and NCTD requirements including the execution of appropriate agreements to support the mitigation of construction impacts on NCTD's property.
6. Project/construction managers are responsible for ensuring project planning and design consider and identify the impact of construction and discussing alternatives with NCTD as part of the project planning process and throughout the project development process.
7. Project/construction managers will utilize the established AWW calendar when developing preliminary construction schedules during a project's design phase. The project manager shall coordinate with NCTD if it is believed that NCTD and the project would benefit from a revision to the established AWW calendar.
8. NCTD, in collaboration with SANDAG and NCTD's rail partners, BNSF, Metrolink, and Amtrak, will coordinate the timeframe or dates of the shutdown consistent with NCTD and SANDAG's Guidelines for Continuity of Operations During Construction and execute agreements/gain concurrence with impacted parties prior to initiating a procurement for construction of a project.

9. Project/construction managers are responsible for identifying a process to eliminate or reduce the potential of slow orders resulting from construction. Slow orders shall be mitigated with special equipment such as a Track Stabilizer, or non-revenue train trips, to ensure continuity of rail operations. Project/construction managers are responsible for tracking all construction related slow orders and submitting the information to NCTD in a monthly report.

Master Construction Calendar

NCTD shall maintain and manage a master construction calendar that identifies the anticipated dates for the next twenty-four (24) months that are available for NCTD tracks to be shutdown to rail service for capital or maintenance projects.

1.3 When scheduling construction that will impact operations, NCTD shall consider significant local and regional events. Fall AWWs will be scheduled to prevent potential conflicts with sporting events.

    1.3.1 Unless an exception is granted by the Chief Executive Officer, complete track shutdowns on the coastal corridor are prohibited during the months of April, May, June, July, August, ~~September,~~ November (from the weekend preceding the Thanksgiving holiday through the end of the month) and December. Complete track weekday shutdowns on the rail corridors are prohibited unless an exception is granted by the Chief Executive Officer or his/her designee.

1. NCTD reserves the right to annul, shorten, or modify a pre-scheduled shutdown date listed on the master construction calendar for emergency or exigent circumstances. If a pre-scheduled shutdown date is not being utilized for a construction project up to one month prior the scheduled date, the shutdown date shall be annulled.
2. When scheduling construction activity on the rail corridor, NCTD shall notify all surrounding and potentially impacted public agencies and municipalities.

Exceptions

Any deviations from or exceptions to this policy, except where authority has expressly been delegated to the Chief Executive Officer or his/her designees herein, requires Board approval.

Board Policy No. 23 – Railroad Construction Scheduling and Management

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Offer/Chief General Counsel	Date

Board Policy No. 23 – Railroad Construction Scheduling and Management

Date Issued	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
10/20/2016	3	16-10	2016 Revision
10/18/2018	4	18-09	2018 Revision
10/17/2019	5	19-06	2019 Revision
10/15/2020	6	20-08	2020 Revision
10/21/2021	7	21-05	2021 Revision
10/19/2023	8	23-06	2023 Revision
10/17/2024	9	24-08	2024 Revision: Updates to Position Titles
10/23/2025	10	25-06	2025 Revision: Updates to Logo and Position Titles; Updates to Absolute Work Window Calendar

Board Policy No. 24
Employee Drug and Alcohol/Drug-Free Workplace Policy

Summary

This policy applies to employees of the North County Transit ~~District~~ – San Diego Railroad (NCTD, ~~District~~), who are covered under U.S. Department of Transportation (DOT) regulations based upon the nature of their job duties. Terms that are applicable per DOT regulations are identified in regular typeface, and terms that are applicable based on NCTD (non-DOT) authority are identified in *italic* typeface. Upon adoption by the Board, this policy supersedes the Drug & Alcohol Policy of ~~October 17,~~ June 26, 2025~~2024~~ and all other prior-adopted Drug & Alcohol policies.

NCTD is a drug-free workplace in accordance with Drug-Free Workplace statutory requirements (41 U.S.C. sections 8101, et seq.), as promulgated under 49 CFR Part 32.

Purposes

A. To maintain a safe and efficient public transportation system;

B. To maintain a safe, healthy working environment for all employees;

C. To reduce the incidence of accidental injury to person or property;

D. To reduce absenteeism, tardiness and indifferent job performance;

E. To maintain a work environment free of alcohol and drug related performance problems, accidents and injuries; and

F. To comply with the Federal Transit Administration (FTA) regulations on prevention of alcohol misuse and prohibited drug use in transit operations (49 C.F.R. Part 655) and on procedures for transportation workplace drug and alcohol testing programs (49 C.F.R. Part 40).

Drug-Free Workplace

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited while on NCTD business or on NCTD premises, property or vehicles. Further, no employee shall bring drug paraphernalia onto NCTD premises or property or into NCTD vehicles. All employees must abide by this policy statement as a condition of employment. Violation of these rules will result in disciplinary action, up to and including termination; termination is likely for any violation, even a first offense.

Under the Federal Drug Free Workplace Act, all employees are required to notify the Human Resources department in writing immediately, but in any event within five calendar days, after they have been convicted of violating a criminal drug statute that occurred in the workplace or while working. *Any employee who fails to provide such notification shall be subject to termination of employment under NCTD authority.*

1.1 Pursuant to 49 CFR Part 32.225, NCTD is responsible to notify the appropriate Federal agencies if an employee who is engaged in the performance of an award informed NCTD about a conviction, or if NCTD otherwise learns of this conviction. "Award" means an award of financial assistance by the DOT or other Federal agency directly to a recipient such as NCTD. NCTD must notify every Federal agency on whose award the convicted employee was working. The notice must be in writing, include the employee's position title and employee identification number(s) of each affected award, and must be sent within 10 calendar days to the affected Federal agencies after NCTD has learned of a conviction. It must be sent to every awarding official or designee unless the Federal agency has specified a central point for the receipt of the notice. Within 30 calendar days of learning about the employee's conviction, NCTD must take appropriate personnel action against the employee, up to and including termination.

Application of Policy

This policy applies to employees of the NCTD who work in the titles listed in Appendix A and/or perform safety-sensitive functions as defined below.

Some of the drug and alcohol testing and procedures required in this policy are mandated by FTA regulations preventing prohibited drug use and alcohol misuse in transit operations (49 C.F.R. Part 655). The drug testing and alcohol testing mandated by FTA (49 C.F.R. Part 40) is applicable to "safety-sensitive employees" of ~~the District~~NCTD, which includes those who:

A. Operate revenue service vehicles, including when such vehicles are not in revenue service;
B. Operate a non-revenue service vehicle, when such vehicle is required to be operated by a holder of a Commercial Driver's License;
C. Control dispatch or movement of a revenue service vehicle;
D. Maintain a revenue service vehicle or equipment used in revenue service;
E. Security personnel who carry firearms;

~~The District~~NCTD has reviewed the actual duties performed by employees. The positions listed in Appendix A have been determined to require the performance of safety-sensitive duties as defined above.

NCTD ~~The District~~ does not employ volunteers to conduct safety-sensitive duties.

Illegal Drugs, Legal Drugs, and Alcohol

A. Illegal Drugs

Illegal drug means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes marijuana, cocaine, opiates (codeine, morphine, heroin), phencyclidine (PCP), amphetamines (amphetamine, methamphetamine, MDMA, MDA), and semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone). Regardless of any State laws protecting the medicinal or recreational use of marijuana, federal regulations forbid its use by safety-sensitive employees. Employees are prohibited from using the six listed drugs at all times, and covered employee may be tested for these drugs any time while on duty as discussed below. *The term "illegal drugs" also includes prescribed drugs not legally obtained, or prescribed drugs not being used for prescribed purposes.*

B. Legal Drugs

The use of legal drugs at a level, or in a manner, combination or quantity which impedes an employee's ability to perform his job is prohibited and will lead to disciplinary action, up to and including termination. NCTD ~~District~~ policy (not FTA regulations) also deems failure to report the use of legal drugs per the procedure described below as a violation of this policy that will result in discipline up to and including termination of employment.

It is the employee's responsibility to ensure that any legal drug(s) they are taking allow them to safely perform their duties. Employees have an affirmative obligation to discuss any potential impact a prescription drug may have upon their ability to perform their job duties with their physician. If the physician feels a potential impact may exist, the employee must report any such prescribed drug or medication, to a member of the Human Resources Department so that a determination can be made as to the ability of the employee to perform ~~his/her~~their particular job safely while using that drug or combination of drugs. If the NCTD ~~District~~ has determined that the employee does not pose a threat to his or her own safety, public safety, or the safety of coworkers, and that the employee's job performance will not be significantly affected by the legal drug, the employee may continue to work while taking that particular legal drug. Any employee using a prescription legal drug must provide the prescription to the designated Medical Review Officer as soon as possible (but in any case, within 24 business hours) after notification by NCTD ~~District~~ management.

C. Alcohol

No employee shall consume alcoholic beverages in ~~District~~ NCTD vehicles, within four hours before performing safety-sensitive functions, or while in uniform. An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in an NCTD vehicle or in any vehicle over which an employee has control while conducting NCTD business. NCTD prohibits the consumption of alcohol by employees while conducting NCTD business, whether or not such consumption will cause the employee to be considered under the influence of alcohol. Violation of these rules will result in disciplinary action, up to and including termination, even for a first offense.

No employee who is on-call and therefore subject to being called in to work shall consume alcohol within four hours of or during those on-call hours. In the event such an employee is called and must report for duty, the employee has the opportunity to acknowledge that he/she has used alcohol and therefore is not able to perform his/her safety-sensitive function. *In such a case, that employee shall not be required to perform work, but may be disciplined for the use of alcohol during on-call hours based on NCTD ~~District~~ policy (not FTA regulations).* FTA regulations mandate that employees with a breath-alcohol concentration between 0.02% and 0.039% not be allowed to perform any safety-sensitive function until the start of the employee's next regularly scheduled duty period that is at least eight hours following the administration of the alcohol test. FTA regulations also mandate that employees with a breath-alcohol concentration of 0.04 or greater not be allowed to perform any safety-sensitive function and follow additional steps before a return to duty as described below for a positive test. *NCTD ~~The District~~ policy is that any employee who is tested for alcohol and has a breath-alcohol content of 0.02% or greater will be terminated, even for a first offense.*

Prohibition Against Employees Having Illegal Drugs or Alcohol in their Bodies During Working Time

All employees must report for work with no illegal drugs or their metabolites or alcohol in their bodies. *Employees must not have illegal drugs or their metabolites or alcohol in their bodies at any time while on the job and employees may be tested for the presence of drugs and/or alcohol at any time while on duty or at a NCTD ~~District~~ facility, under the circumstances described below.* Alcohol tests on safety-sensitive employees who are performing, are about to perform or who have just completed performing safety-sensitive duties are FTA-mandated tests when they are based on reasonable suspicion, post-accident or random (as described below); *all other alcohol tests are required by NCTD policy.* Drug tests on safety-sensitive employees are FTA-mandated tests when they are pre-employment (including assuming safety-sensitive duties), based on reasonable suspicion, post-accident, follow-up or random (as described below); all other drug tests are required by NCTD policy. FTA regulations prohibit safety-sensitive employees from using alcohol within four hours prior to their shift or while on call, and from having a breath-alcohol concentration of 0.02 or higher while performing safety-sensitive duties. *NCTD ~~District~~ policy likewise prohibits employees from having a breath-alcohol concentration while on duty of 0.02% or higher. Any employee with a breath-alcohol concentration of 0.02% or higher will be terminated.* ***Compliance with these rules is considered an essential job qualification for all employees. Termination of employment will occur for a violation of any of these rules, even for a first offense. This is a zero-tolerance policy. No employee who violates this policy will be given a second chance.***

Enforcement of Rule Prohibiting Employees from Having Illegal Drugs or Alcohol in their Bodies During Working Time

A. Pre-employment Drug Testing

Individuals who are applying for safety-sensitive positions are subject to an FTA pre-employment drug test. All drug tests will be administered by a medical facility designated by ~~the District~~NCTD. If the drug test is cancelled by the Medical Review Officer (MRO), the applicant must retake and pass the drug test before being hired. NCTD ~~The District~~ extends conditional offers of employment to successful candidate's contingent on their passing a pre-employment drug test; any prospective employee refusing to submit to the drug test will not be hired by the District. A covered employee or applicant, who has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason and has not been in NCTD's ~~the District's~~ random selection pool, shall take a pre-employment drug test with a verified negative result before being permitted to perform any safety-sensitive duties.

Any prospective employee with a positive drug test will be rejected from further consideration for employment with NCTD~~the District~~. Further, any applicant or employee who has previously failed or refused a drug test must provide proof to NCTD~~the District~~, prior to being considered for employment, that he/she has successfully completed a referral, evaluation and substance abuse treatment plan compliant with the requirements in 49 CFR Parts 40 and 655. NCTD ~~The District~~ will provide each applicant or employee who fails a drug test with a list of names, addresses and telephone numbers of locally available Substance Abuse Professionals (SAPs) qualified under 49 CFR Part 40 requirements. *NCTD~~District~~ policy, not FTA regulations, requires that all fees, other than the cost of the drug test itself, including but not limited to referral, counseling and treatment fees will be paid by the candidate/employee.*

B. Reasonable Suspicion Alcohol and Drug Testing

Employees who work in safety-sensitive positions are subject to an FTA alcohol test and drug test. Reasonable suspicion testing will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of an employee. One or more supervisors or ~~District~~ NCTD officials trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. For FTA reasonable suspicion alcohol tests, the alcohol testing authorized in this section (and the observations required by the supervisors or ~~District~~ NCTD officials referred to above) must occur during, just before or just after the performance of safety sensitive job functions. Observations leading to FTA drug tests may occur any time a safety-sensitive employee is on duty.

FTA regulations require that any employee with a positive drug test or an alcohol concentration measure of 0.02% or higher be immediately removed from service, and that an employee with an alcohol concentration measure of 0.02 to 0.039% will, at a minimum, not be allowed to perform a safety-sensitive function until the start of the employee's next regularly scheduled duty period that is at least eight hours following the administration of the alcohol test.

Any employee with a positive drug test or having a breath alcohol concentration measure of 0.02% or higher will be terminated from employment with NCTD~~the District~~. Any employee who has a positive FTA drug test or an alcohol concentration measure of 0.04% or higher on an FTA-mandated alcohol test will be referred to the SAP for evaluation in accordance with 49 CFR Part 40. *NCTD ~~District~~ policy, not FTA regulations, requires that all costs, other than the cost of the drug test itself, including but not limited to, referral, counseling and treatment fees will be paid by the candidate/employee.*

Refusal to submit to any testing required by this section will be sufficient grounds for termination and will result in the employee being relieved of his or her duties immediately.

C. Post-Accident Alcohol and Drug Testing

FTA regulations require drug and alcohol testing following certain accidents. In addition, ~~the~~ NCTD ~~District~~ requires post-accident testing for accidents in circumstances when such testing is not required by the FTA. The following guidelines describe when a test is required by the FTA versus when the test is required by NCTD ~~District~~ policy. Employees will be informed whether the test is an FTA test or a NCTD ~~District~~ test. NCTD ~~District~~ tests will not be conducted using FTA testing forms.

1. FTA Definition of "Accident": An accident, as defined by the FTA, is an occurrence associated with the operation of a vehicle, if as a result:

   a) An individual dies; or

   b) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or

   c) With respect to an occurrence in which the public transportation vehicle involved is a bus, van or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle. In the case of a rail vehicle, disabling damage means that the vehicle must be removed from operation.

   d) Disabling damage means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. Disabling damage includes damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven. Disabling damage does not include damage that can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available or damage to headlights, tail lights, turn signals, horns, or windshield wipers that makes the vehicle inoperative.

2. Fatal Accidents. As soon as practicable following an accident involving the loss of human life, each surviving employee operating the public transportation vehicle at the time of the accident shall submit to an alcohol test and a drug test. Further, any other employee whose performance could have contributed to the accident (e.g., a mechanic in the case of brake failure causing the accident), as determined by ~~the~~ NCTD ~~District~~ using the best information available at the time of the decision, shall also be required to submit to an alcohol test and a drug-screen test.

3. Non-fatal Accidents. As soon as practicable following an accident not involving the loss of human life, each employee operating the public transportation vehicle (as defined above in item 4.F.1. – FTA Definition of "Accident") at the time of the accident shall submit to an alcohol test and a drug-screen test, unless NCTD ~~District~~ management determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. In addition, any employee whose performance could have contributed to the accident, as determined by NCTD~~the District~~, using the best information available at the time of the decision, will be required to submit to an alcohol test and a drug-screen test.

4. *NCTD ~~District~~ Definition of "Accident"*. *NCTD ~~The District~~ adheres to the same definition of an accident as the FTA definition above at 4.F.1., which extends application to any NCTD ~~District~~ vehicle, including non-revenue vehicles. All employees involved in an accident in as defined in 4.F.1 will be subject to a post-accident drug and alcohol test. The procedures and rules outlined in this section apply uniformly regardless of whether the test is a NCTD ~~District~~ test or an FTA test; however, NCTD ~~the District~~ sets the procedures for its own testing based on its own authority, not FTA authority.*

5. Post-Accident Testing Procedures.

   a) Any employee involved in an accident is prohibited from using alcohol for eight ~~(8)~~ hours following the accident or until ~~he or she~~they undergo~~es~~ a post-accident alcohol test and drug test. Any employee involved in an accident who fails to remain readily available for the testing required by this section, including notifying NCTD ~~District~~ officials of his or her location if ~~he or she~~they leave~~s~~ the scene of the accident prior to submission to such tests, will be deemed to have refused to submit to testing.

   b) Post-accident testing will occur after the employee assists in resolution of the accident or receives medical attention following the accident. NCTD ~~The District~~ will complete the post-accident drug testing as soon as possible, and such testing will occur no later than 32 hours after the accident. NCTD ~~The District~~ will attempt to complete the post-accident alcohol testing within two hours of the accident. If the testing is not completed within two hours, ~~the~~

NCTD ~~District~~ will continue to attempt to complete the test and will prepare a report explaining why the breath specimen was not collected within two hours. If the alcohol test is not completed within eight hours of the accident, NCTD ~~the District~~ shall cease attempts to complete the test and update the report as to why the test was not completed.

c) *Refusal to submit to a test required by this section will be sufficient grounds for termination* and will result in the employee being relieved of ~~his or her~~ their duties immediately. Based on FTA regulations, any employee with a positive drug test or having an alcohol concentration measure of 0.02% or higher will be immediately removed from service. *Based on NCTD ~~District~~ policy, any employee with a positive drug test and/or an alcohol concentration measure of 0.02% or higher will be terminated from employment with NCTD~~the District~~.*

d) Any employee who has a positive FTA drug test or an alcohol concentration measure of 0.04% or higher on an FTA-mandated alcohol test will be referred to the SAP for evaluation in accordance with 49 C.F.R. Part 40. *NCTD ~~District~~ policy, not FTA regulations, requires that all costs, other than the cost of the drug test itself, including but not limited to referral, counseling and treatment fees will be paid by the employee/former employee*

D. Random Alcohol Testing and Drug Testing

All safety-sensitive employees as identified in Appendix A will be subject to unannounced, random alcohol testing and random drug testing in accordance with 49 CFR Part 655. The selection of employees for random alcohol testing and random drug testing shall be made randomly by NCTD~~the District~~. The selection of employees for random alcohol testing and random drug testing shall be by a scientifically valid method, such as a random number table or a computer-based random number generator. Each employee will have an equal chance of being tested each time selections are made. These tests will not be announced in advance and will be administered on all days and at during all work hours throughout the year. The minimum testing requirement effective January 1, 2022 is to annually perform drug tests on 50% and alcohol tests on 10% of the safety-sensitive employees. The NCTD's ~~District's~~ Drug and Alcohol Program Manager (DAPM) will adjust the number of tests as needed to ensure NCTD ~~the District~~ conducts no fewer than the FTA-mandated number of tests.

Each employee selected for random alcohol testing and/or random drug testing must proceed to the test site immediately. *Refusal to submit to such testing will be deemed a positive and be sufficient grounds for termination* and will result in the employee being relieved of his or her duties immediately. Based on FTA regulations, any employee failing a drug test or having an alcohol concentration measure of 0.02 percent or higher will be immediately removed from service. *Based on NCTD ~~District~~ policy, any employee with a positive drug test and/or an alcohol concentration measure of 0.02% or higher will be terminated from employment with NCTD~~the District~~.* Any employee who has a positive FTA drug test or a finding of an alcohol concentration measure of 0.04% or higher on an FTA-mandated alcohol test will be referred to the SAP for evaluation in accordance with 49 CFR Part 40. *NCTD ~~District~~ policy, not FTA regulations, requires that all costs, other than the cost of the drug test itself, including but not limited to referral, counseling and treatment fees will be paid by the employee/former employee.*

Random alcohol testing is only permissible just before an employee performs safety-sensitive duties, during that performance, and just after an employee has performed covered duties.

E. Drug Testing for Employees Assuming Safety-Sensitive Duties

Any employee who accepts a position with NCTD ~~the District~~ involving safety-sensitive duties, who has previously been engaged in non-safety-sensitive duties, will be required to submit to and pass a pre-employment drug test prior to assumption of the safety-sensitive duties. In addition, any employee who has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and where that employee has not been in the ~~District's~~ NCTD's random drug testing selection pool during that time, shall be required to take a pre-employment drug test in accordance with Section A (Pre-Employment Drug Testing) above, with a verified negative result before returning to duty.

If the drug test is cancelled by the MRO, the employee must retake and pass the test before assuming safety-sensitive duties. *Refusal to submit to such testing will be deemed a positive and are sufficient grounds for termination of employment.* Any employee with a positive drug test result will be immediately removed from service. *Further, having a positive drug test result will subject the employee to termination from employment with NCTD~~the District~~.* Any employee who has a positive FTA drug test will be referred to the SAP for evaluation in accordance with 49 CFR Part 40. *NCTD ~~District~~ policy, not FTA regulations, requires that all costs, other than the cost of the drug test itself, including but not limited to referral, counseling and treatment fees will be paid by the employee/former employee.*

F. Reasonable Cause Testing – NCTD Authority – NON-DOT

Under NCTD authority, NCTD may require any employee to submit to drug and alcohol testing whenever a determination is made that "Cause" exists. Any tests done under NCTD authority shall be non-DOT tests and shall be conducted accordingly.

In addition to the Reasonable Suspicion testing described in Section B above, the following circumstances constitute "Cause" for the administration of drug and/or alcohol testing:

1. *Safety Critical Violation: ALL FTA Regulated Employees*
   - *An employee directly involved in a safety critical rule or whose performance resulted in a violation that could possess an immediate threat to the safety of employees, passengers or the general public will be immediately taken out of service and required to submit to drug and/or alcohol testing.*

2. *Operating Rule Violation: All FTA Regulated SPRINTER Operations Employees*
   - *An employee directly involved in one of the following Operating Rules violations will be required to submit to drug and/or alcohol testing:*
   - *Noncompliance with a Track Permit, Timetable, Signal Indication, Special instruction or other rule or procedure with respect to movement of a train.*
   - *Operation of a train at a speed that exceeds the maximum authorized speed by at least five miles per hour or by 50% of such maximum authorized speed, whichever is less.*
   - *Failure to apply or stop short of derail as required.*

G. Alcohol Testing and Drug Testing Following Injuries

The alcohol testing and drug testing required in this section is required by NCTD~~the District~~; these are not FTA-mandated tests. Any employee who sustains an injury on the job may be required to submit to an alcohol test and a drug test as part of the physician's examination of the employee for the injury, at Management's discretion. Refusal to submit to such alcohol tests or drug tests will result in the employee being relieved of his or her duties immediately and will subject the employee to termination of employment. Any employee with a positive drug test or an alcohol concentration measure of 0.02% or higher will be terminated by NCTD~~the District~~.

Falsification, Failure to Timely Arrive for Testing, and Failure to Notify

Any employee who provides false information in connection with an alcohol test or drug test administered under this policy, or who attempts to falsify test results through tampering, contamination, adulteration or substitution, shall be terminated by NCTD~~the District~~. Any employee who fails to appear for a drug test or alcohol test within a reasonable time when required by this policy, or to remain at the testing site until the testing process is completed, or to cooperate fully in the testing process, will be deemed to have refused to be tested, and will be considered to have a positive test.

Behavior Constituting a Refusal to Submit to a Test

The behaviors listed in 49 CFR Part 40 apply to all tests administered under this policy regardless of if they are FTA-mandated or required by ~~the District's~~NCTD's authority; however, ~~District~~ NCTD tests will not be conducted on DOT testing forms. The behaviors that constitute a refusal to submit to a drug and/or alcohol test are identified in 49 CFR Part 40 as amended, and below. Employees can obtain a current list from the DAPM.

A. Refusal to Submit to Testing for Alcohol and/or Drug

In accordance with 49 CFR Part 40 the following are considered a refusal to test if the employee:

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
2. Fails to remain at the testing site until the testing process is complete (an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test);
3. Fails to provide a urine specimen or adequate amount of breath for any drug or alcohol test required by 49 C.F.R. Part 40 or DOT agency regulations;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of provision of a specimen;
5. For an observed collection fails to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
6. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;

7. Admitting to the collector or MRO that you adulterated or substituted the specimen;
8. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
9. Fails or declines to take a second test the employer or collector has directed you to take;
10. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "Shy Bladder" or "Shy Lung" procedures;
11. Fails to sign the certification at Step 2 of the Alcohol Test Form;
12. Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector);
13. If the MRO confirms that you have a verified adulterated or substituted test result that test is considered a refusal to test.

Any covered employee who refuses to submit to a drug or alcohol test will be immediately removed from performing any safety-sensitive function and in accordance with 49 C.F.R., Part 40.285, and Subpart O will be referred to the NCTD's ~~District's~~ SAP.

Procedures for Alcohol and Drug Testing

A. Procedure for Alcohol Tests

All FTA-mandated alcohol testing called for in this policy shall be conducted in accordance with 49 CFR Part 40: Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as amended. All NCTD ~~District~~-mandated breath alcohol testing will follow the same procedures, but NCTD ~~District~~-mandated tests are not required or governed by 49 C.F.R. Part 40. However, the results of FTA-mandated breath alcohol testing will be compiled on a DOT Alcohol Testing Form (ATF). *The results of breath alcohol testing required by NCTD ~~the District~~ (and not FTA) will be on non-DOT testing forms.* NCTD ~~District~~ management will inform the collection facility whether the test is an FTA or a NCTD ~~District~~ test. The alcohol testing in this policy applies regardless of whether the alcohol was ingested as beverage alcohol or in a medicinal or other preparation.

The alcohol tests will be administered by a breath alcohol technician (BAT), using an evidential breath testing device (EBT). The BAT will be trained to proficiency in the operation of the EBT. The EBTs are subject to a quality assurance plan developed by the manufacturers of EBTs. In order to ensure that the test results are attributed to the correct employee, the BAT will require the employee to provide photo identification before tests are conducted. If the result of the alcohol screening test is an alcohol concentration of less than 0.02%, the employee will be deemed to have passed the FTA and NCTD ~~District~~ alcohol test. If the initial result of an FTA screening test is a breath alcohol concentration of 0.02% or higher, a confirmation test shall be performed under the FTA's authority. *If the initial result of a NCTD ~~District~~ screening test is a breath alcohol concentration of 0.02% or higher, a confirmation test shall be performed under the NCTD's ~~District's~~ authority.* All alcohol confirmation tests shall be conducted within 30 minutes of the completion of the screening test.

B. Procedure for Drug Tests

All FTA-mandated drug tests called for in this policy shall be conducted in accordance with 49 C.F.R. Part 40: Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as amended. All NCTD ~~District~~-mandated drug tests will follow the same procedures, but NCTD ~~District~~-mandated tests are not required or governed by 49 CFR Part 40. The DOT drug testing custody and control form will be used in connection with all FTA-mandated drug tests administered pursuant to this policy. *The results of drug testing required by the NCTD ~~District~~ (and not FTA) will be on non-DOT testing forms.* NCTD ~~District~~ management will inform the collection facility whether the test is an FTA or a NCTD ~~District~~ test.

The drugs tested for will be marijuana metabolites, cocaine metabolites, opioids, phencyclidine, and amphetamines (amphetamine, methamphetamine, MDMA, MDA). When an employee arrives at the collection site, the collection site person shall positively identify the employee through the presentation of photo identification. Collection personnel will be trained to ensure employee privacy in providing the urine specimen.

Urine specimens collected for drug testing will be split into two containers at the collection site. Collection site personnel will be trained to maintain the integrity of the specimen collection and transfer process. In order to maintain the integrity of the urine specimen, the specimen shall remain under the direct control of the collection site person from delivery to its being sealed in the mailer to the laboratory conducting the testing on the urine specimen. A tamper-proof sealing system will be utilized to ensure against undetected opening. The specimen bottle shall be identified with a unique identifying number identical to that appearing on the urine custody and control form.

Transfer of urine specimens will be accomplished through appropriate chain of custody procedures. The forms accompanying the specimens will have unique preprinted specimen ID numbers and the employee will sign or initial certifying that the specimen was taken from that employee. All drug tests that are positive will be retested in a confirmation test prior to the laboratory specifying a positive result on a drug test. All drug testing done under this policy will be done by a laboratory that has been certified by the federal Department of Health and Human Services (DHHS). The NCTD's ~~District's~~ current DHHS-certified laboratory is Pacific Toxicology and Quest Diagnostics, Inc. for out-of-town testing. All confirmatory tests will be performed using CC/MS techniques.

There are federally mandated cut-off limits for the minimum quantity of drug that must be detected for a positive test on the initial and confirming test. The current cut-off limits are as specified in 49 CFR 40.87.

In order to protect the NCTD's ~~District's~~ employees and the integrity of the drug screen testing process, the NCTD ~~District~~ has retained the services of an MRO. The NCTD's ~~District's~~ MRO is Dr. Kirk A. Roberts, M.D., of Cynergy Wellness. Dr. Robert's phone number is 844-730-7996. The MRO is a licensed physician with knowledge of drug abuse disorders. If the laboratory results are confirmed positive, the MRO will interview the employee and review all information provided by the employee to determine whether the results are indicative of illegal or illicit drug use. If the employee provides an adequate explanation, the MRO will verify the test results as negative with the Drug and Alcohol Program Manager and take no further action. If the test result of the primary specimen is positive, the employee may request that the MRO direct that the second split specimen be tested in a different DHHS laboratory. *NCTD ~~District~~ policy requires that employees* *bear all expenses related to verification tests they request.*

The MRO shall honor such request if it is made within 72 hours of the employee having been notified of a verified positive test. If an employee has not contacted the MRO within 72 hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that analysis of the split specimen be performed. The results of the test at the second DHHS-approved laboratory will be forwarded to the MRO. If the results of the second test fail to confirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the test.

If the MRO advises NCTD ~~the District~~ that the result of the drug test was negative, but that the test was diluted because the specimen contained a creatinine concentration greater than or equal to two mg/dL, but less than or equal to five mg/dL, the employee will be required to take another drug screen test immediately; the new test will be an observed collection. In this circumstance, the employee will be given as little advance notice as possible that he or she must return to the collection site. The test result from this test will be used to determine if the employee passes the drug test.

If the MRO advises NCTD ~~the District~~ that the result of the drug test was negative, but that the test was diluted and the specimen contained a creatinine concentration greater than five mg/dL, the employee will be required to take another drug screen test immediately; the new test will not be an observed collection. In this circumstance, the employee will be given as little advance notice as possible that he or she must return to the collection site. The test result from this test will be used to determine if the employee passes the drug test.

The drug testing laboratory shall report test results to the MRO in writing, identifying the results of the test. The MRO will report to the DAPM whether the test is positive or negative, and will report the drug for which there was a positive test, but shall not disclose the quantitation of the test results (except in the case of a grievance, lawsuit, or other proceeding or inquiry initiated by the employee arising out of the verified positive drug test). All records pertaining to urine specimens shall be retained by the drug testing laboratory for a minimum of two years. The drug testing laboratory shall retain all urine specimens confirmed as positive and place them into properly secured long-term frozen storage for a minimum of one year.

NCTD policy, not FTA regulations, requires that employees who are waiting to provide a breath or urine sample refrain from using electronic devices such as laptops, cell phones, iPads, and PDAs. Employees violating this rule will be suspended without pay for a minimum of one day.

Miscellaneous Information Regarding this Drug and Alcohol Policy

A. Contact Person – Drug and Alcohol Program Manager (DAPM). See Appendix A.

B. Training

   NCTD ~~The District~~ provides training for all its supervisors in order for them to be able to make a determination of whether reasonable suspicion exists for an employee to be required to submit to reasonable suspicion alcohol testing and drug testing. This training includes a minimum of 60 minutes of supervisor training on the effects of drug use and 60 minutes of supervisor training on the effects of alcohol use and this policy. Training of newly promoted or hired supervisors will occur before they assume supervisory duties (unless they are under the direct supervision of a trained supervisor or manager).

C. Notice of Certain Requirements in Addition to FTA-Mandated Requirements

The policy is designed in part to comply with FTA regulations on prevention of prohibited drug use and alcohol misuse in transit operations, 49 CFR Part 655. However, NCTD has added certain additional requirements to this policy, including the following:

1. *NCTD ~~The District~~ requires post-accident alcohol and drug testing in cases where such testing is not required by the FTA. The FTA regulations limit the circumstances under which post-accident alcohol and drug testing will occur, as set forth in Section 5 (Post-Accident Testing). NCTD ~~The District~~ requires post-accident alcohol and drug testing using a much broader definition of accident.*
2. *NCTD ~~The District~~ requires alcohol testing and drug testing following work injuries (if deemed necessary) as a result of an incident or unsafe action that had a direct result in causing the injury, which is not required by FTA regulations.*
3. *This policy requires employees using prescription drugs, as defined under Illegal Drugs, Legal Drugs, and Alcohol, Section B in this policy, to report the prescription to the Drug and Alcohol Program Manager by using the "Prescription Drug Notification Form".*
4. *This policy sets forth the disciplinary action for violations of the policy, which is a NCTD ~~District~~ decision, and is not part of the FTA regulations.*
5. *This policy requires that all costs of drug treatment and/or SAP evaluation be paid by the employee or former employee. This is a NCTD ~~District~~ decision, not an FTA requirement.*

D. Substance Abuse Professional

NCTD ~~The District~~ has secured the services of an SAP as noted in Appendix A.

E. Right to Examine Records

Every employee has the right to review his/her drug and alcohol testing records (except SAP determined DOT follow-up testing plans), provide information to dispute the results of a drug or alcohol test and, upon written request, to obtain copies of any records pertaining to his or her drug and alcohol tests, including records pertaining to equipment calibration and laboratory certifications.

F. Reporting Alcohol/Drug Related Motor Vehicle Actions

Employees must report any of the following alcohol/drug-related motor vehicle actions to the DER/DAPM within 48 hours:

- *DUI charge*
- *Driver's License cancellation*
- *Driver's License suspension*
- *Conviction for DUI or any other related offense (i.e., reckless driving, "wet and reckless," etc.)*
- *Denial of Driver License issuance / renewal*

Approvals

______________________	___________
Board Chair	Date
______________________	___________
Chief Executive Officer	Date
______________________	___________
Deputy Chief Executive Officer/Chief General Counsel	Date

Board Policy No. 24 – Employee Drug and Alcohol Policy

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	3	14-04	2014 REVISION
11/19/2015	4	15-08	2015 REVISION
10/20/2016	5	16-10	2016 REVISION
01/19/2017	6	17-01	2017 REVISION
10/19/2017	7	17-10	2017 REVISION
12/21/2017	8	17-14	FTA DRUG SCHEDULE UPDATE.
10/18/2018	9	18-09	2018 REVISION; ADDRESSES FTA 49 CFR 655.45 REVISION EFFECTIVE 01/01/2019
10/17/2019	10	19-06	SECTION NO. 1 OF APPENDIX A UPDATED.
6/18/2020	11	20-06	SECTION NO. 1 AND 3 OF APPENDIX A UPDATED
10/15/2020	12	20-08	STRUCTURE OF POLICY UPDATED FOR BETTER FLOW OF INFORMATION.
10/21/2021	13	21-05	2021 REVISION
05/19/2022	14	22-07	2022 REVISION; ADDS FTA SAFETY SENSITIVE POSITIONS
10/20/2022	15	22-18	2022 REVISION
10/19/2023	16	23-06	2023 REVISION; ADDED REASONABLE CAUSE TESTING
10/17/2024	17	24-08	2024 REVISION: ADDED SECTION F IN MISCELLANEOUS INFORMATION ADDED NEW DAPM
6/26/2025	18	25-04	REVISION DUE TO ADDITION OF POSITIONS FOR BUS TRANSITION
10/23/2025	19	26-06	2025 REVISION: UPDATES TO POINTS OF CONTACTS IN APPENDIX A

Appendix A

1. **DOT Safety-Sensitive Positions (effective June 26, 2025):**
   - SPRINTER Train Attendant
   - SPRINTER Train Operator
   - SPRINTER Maintenance Technician
   - SPRINTER Maintenance of Equipment Supervisor
   - SPRINTER Maintenance of Equipment Manager
   - SPRINTER Operations Supervisor
   - Bus Operations Manager
   - Road Supervisor/Dispatcher
   - Coach Operator
   - Demand Response Dispatcher
   - Demand Response Driver
   - OCC Traffic Controller
   - Senior Operations Instructor, Bus
   - Operations Instructor, Bus
   - Maintenance Supervisor
   - Maintenance Manager
   - Auto Technician II
   - Auto Technician III
   - Body Technician III
   - Electronics Technician
   - Bus Servicer
   - Operations Supervisor, On-Demand Services

2. **DAPM Contact Information**

   Any employees having questions about the District's Drug and Alcohol Policy should contact one of the following individuals:

   Albert Aguero
   Program Administrator – Drug & Alcohol
   760-435-9158

Jesus Garcia
~~Human Resources Business Partner~~
Human Resources Manager
760-967-2824

Celeste Leichliter
Senior Human Resources Business Partner
760-967-2815

~~Adrienne Johnson~~Karen Tucholski
~~Chief People Officer~~~~Human Resources Director~~Senior Legal Counsel – Regulatory Compliance
760- 966-6574/760-405-3949~~776~~~~435-9167~~

3. SAP Provider Information

American Substance Abuse Professionals (ASAP)
10151 York Road, Suite 120
Cockeysville, MS 21030
(888)792-2727

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 25
Disadvantaged Business Enterprise (DBE) Policy

Summary

This policy is to ensure Disadvantaged Business Enterprises (DBE) have an equal opportunity to receive and participate in North County Transit ~~District~~ – San Diego Railroad (NCTD, District) contracts.

Policy

NCTD is committed to ensuring that DBEs, as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in NCTD contracts or subcontracts funded in whole or in part by the federal Department of Transportation (DOT). NCTD does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by Part 26 on the basis of race, color, sex, or national origin. In administering the DBE program, NCTD will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin. It is NCTD's policy:

1. To ensure nondiscrimination in the award and administration of NCTD's DOT-assisted contracts and subcontracts;
2. To create a level playing field on which DBEs can compete fairly for, and perform in, NCTD's DOT-assisted contracts;
3. To ensure that NCTD's DBE Program ~~is narrowly tailored~~ operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service, in accordance with applicable law and current legal standards, including the Ninth Circuit ruling in *Western States Paving vs. Washington State Department of Transportation*;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted toward NCTD's DBE goals;
5. To assist in the removal of procurement and contracting barriers to the participation of DBEs in NCTD's DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by NCTD;
7. Monitor and enforce contractor compliance in meeting established DBE goal objectives and program requirements;
8. To assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the marketplace outside the DBE program; and
9. To ensure NCTD contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

To ensure adherence to this policy, the NCTD Board of Directors (Board), which is ultimately responsible for establishing the NCTDs policy, has assigned the coordination of the DBE Program to the Chief Executive Officer. The Chief Executive Officer has delegated the responsibilities of DBE Liaison Officer to the S~~taff Attorney~~enior Legal Counsel – Employment & Civil Rights. The S~~taff Attorney~~ enior Legal Counsel – Employment & Civil Rights has direct, independent access to the Chief Executive Officer concerning DBE program matters. Implementation of the DBE program, which includes the tri-annual submission of the overall goal, is accorded the same priority as compliance with all other legal obligations incurred by NCTD in its financial assistance agreements with DOT.

This policy statement is available to all employees through the use of ~~the District's~~NCTD's Document Management System. This policy statement is also available to Board members and the public via ~~the District's~~NCTD's website at https://www.gonctd.com/about-nctd/business-with-nctd/. Copies of this policy statement or the applicable internet link will also be included in all contracts and procurement solicitation documents.

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 25 – Disadvantaged Business Enterprises

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
10/19/2017	3	17-10	2017 Revision
10/18/2018	4	18-09	2018 Revision
10/17/2019	5	19-06	2019 Revision
10/15/2020	6	20-08	2020 Revision
10/20/2022	7	22-18	2022 Revision
10/19/2023	8	23-06	2023 Revision
10/17/2024	9	24-08	2024 Revision: Updates to Position Titles
10/23/2025	10	25-06	2025 Revision: Updates to Logo and Position Titles; Updates to be Compliant with DOT Rules

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 26
Discrimination Complaint Procedures

Summary

This policy is intended to establish a procedure under which complaints alleging discrimination in North County Transit ~~District's –~~ San Diego Railroad's (NCTD) provision of services or NCTD activities can be made by persons who are not employees of NCTD.

Background

It is NCTD's policy to comply with state and federal laws and regulations including the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964 (Title VI), 49 CFR Part 21, California Code § 51 (Unruh Civil Rights Act), California Code § 11135, California Government Code § 12960(d), and other federal and state discrimination laws.

NCTD prohibits discrimination by its employees, contractors, and consultants. The responsibility for the implementation of the discrimination complaint procedures is assigned to NCTD's Civil Rights Officer. It is NCTD's policy to prohibit discrimination by its employees (including supervisors and managers), contractors, and consultants on the basis of race, color, national origin, religion, religious creed (including religious dress and grooming practices), gender, sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, and breastfeeding), sexual orientation, gender identity and/or expression, age (40 and over), marital status/domestic partner status, ancestry, physical or mental disability, medical condition, genetic information and characteristics, primary language, immigration status, military /veteran status, or any other protected characteristic protected by federal, state, or local law. Persons who believe they have been subjected to discrimination or have been denied access to services or accommodations required by law, have the right to use this grievance procedure.

In order to comply with 49 CFR Part 21, NCTD, as a recipient of Federal Transit Administration (FTA) funding, is required to develop procedures for investigating and tracking Title VI complaints and to make the procedures for filing a complaint available to members of the public upon request. This policy contains the procedures that members of the public should follow in order to request additional information regarding NCTD's nondiscrimination obligations or file a discrimination complaint against NCTD.

Applicability

This complaint procedure is applicable to all persons who are not applicants or employees of NCTD. This includes, but is not limited to, visitors to NCTD; members of the public; Board, committee and working group members; vendors; or any other persons transacting business with NCTD or using NCTD's services who believe that they have been subjected to discrimination by NCTD employees, contractors, or consultants. In general, the complaint procedure is designed to address disputes concerning the following:

1. Disagreements regarding a requested service, accommodation, or modification of a NCTD practice or requirement;

2. Inaccessibility of a program, publication, or activity;
3. Harassment or discrimination based on membership in a protected category under state or federal law;
4. Violation of privacy in the context of disability.

Civil Rights Officer

NCTD's Civil Rights Officer is responsible for administering this complaint procedure as well as ensuring compliance with applicable laws.

NCTD Complaint Procedures

NCTD follows both federal and state laws and regulations with regard to claims of discrimination from persons who are not NCTD employees.

1. *When To File Complaint* – Complaints should be in writing and must be filed with NCTD within 180 calendar days of:

    - The date of the alleged discriminatory action; or
    - The date on which prior ongoing conduct was discontinued; or
    - The date complainant had knowledge of the alleged discriminatory practice

    Complaints may be accepted by NCTD beyond the ~~180 calendar~~180-calendar day deadline ~~at the discretion of the Civil Rights Officer~~when there were circumstances beyond the complainant's control that made it impossible or unreasonable for them to file the claim timely.

2. *What To File* – A complaint must be in writing and include the following:

    - The complaining party's name, address, e-mail address and phone number;
    - A full description of the problem;
    - A statement of the remedy requested

    Individuals filing a complaint may choose to use NCTD's Discrimination Complaint Form, available at www.GoNCTD.com or at NCTD Customer Service centers.

3. *Filing Options* – Complaints may be submitted with the following methods:

    - Filed with the Civil Rights Officer at NCTD, 810 Mission Avenue, Oceanside, CA 92054; or
    - Filed in-person at a NCTD Customer Service center; or
    - Emailed to ~~creports@nctd.org;~~civilrightsoffice@nctd.org or
    - By calling NCTD Customer Service at 760-966-6500.

4. *Notice of Receipt* – Upon receipt of the complaint, the Civil Rights Officer will review the complaint for timeliness and appropriateness for this grievance procedure and will notify the complaining party acknowledging its receipt. The Civil Rights Officer may contact the complainant to clarify details to establish merit in order to determine if an investigation is warranted.

5. *Investigation* – If the complaint falls within the jurisdiction of the Civil Rights Officer, the Civil Rights Officer or their designee shall promptly initiate an investigation. In undertaking the investigation, the Civil Rights Officer may interview, consult with, and/or request a written response to the issues raised in the complaint from any individual the Civil Rights Officer believes to have relevant information, including staff and members of the public.
6. *Cooperation with Filing of Complaint/Investigation* – If additional information is needed to determine jurisdiction of the complaint or to complete the investigation, the Civil Rights Officer may contact the complainant. The complainant has 21 calendar days from the date of the request by the Civil Rights Officer to send requested information to the investigator assigned to the case. If the Civil Rights Officer is not contacted by the complainant or does not receive the requested material within 21 calendar days, the Civil Rights Officer may administratively close the case.
7. *Contractor Representation* – Any contracted party who is a respondent shall have the right to have a contractor representative present. The party shall indicate whether he or she will be accompanied by a contractor representative and, if so, the name of that representative.
8. *Findings and Notification* – Upon completion of the investigation, the Civil Rights Officer will review the findings with NCTD's Chief General Counsel. This submission will be expected within 45 calendar days of the filing of the formal complaint. The deadline may be extended by the Civil Rights Office for good cause. At the conclusion of the complaint, the Civil Rights Officer shall issue a Letter of Determination, which contains the decision on the complaint and appeal rights.
    - If the Civil Rights Officer determines that the discrimination complaint lacks merit establishing prima facie or there is insufficient evidence to substantiate the allegations, the Civil Rights Officer will forward the matter to Customer Service and/or the appropriate NCTD department for appropriate follow up.

<u>Complainant Responsibilities</u>

Complainants must cooperate with this process in order to reach a resolution of the complaint. Failure to cooperate, provide requested information to support the complaint, and/or maintain communication throughout the process will likely result in closure of the case.

Complainants must provide their correct contact information in order to proceed with a complaint. Inaccurate or incomplete contact information will likely result in closure of the case.

Complainants may request in writing to discontinue a complaint at any time they feel it has been resolved to their satisfaction or they feel no need to continue with the matter. Complainants should be aware that complaints with established merit may still require follow-up by NCTD, regardless of whether a complainant has requested to discontinue their complaint.

<u>Remedies</u>

Possible remedies under this complaint procedure include, but are not limited to, corrective steps or actions to reverse the effects of discrimination or to end harassment, and measures to provide a reasonable accommodation or proper ongoing treatment.

Appeal

Complainants who are not satisfied with the determination of the Civil Rights Officer may file an appeal with the FTA, Office of Civil Rights, and the California Civil Rights Department, as identified below.

Additional Filing Options

Federal Transit Administration - Office of Civil Rights:

Any person who believes himself or herself or any specific class of persons to be subjected to discrimination prohibited by Title VI also may file a written complaint with the FTA. Title VI complaints regarding FTA funded programs at NCTD can be sent to:

FTA Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor - TCR
1200 New Jersey Ave. SE, Washington, DC 20590

California Civil Rights Department:

Written complaints may also be filed with the California Civil Rights Department. Discrimination complaints may be sent to:

California Civil Rights Department
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758

Confidentiality

NCTD will take reasonable measures to protect the privacy of the complaining party and those individuals who may be the subject of a complaint. NCTD cannot guarantee privacy, particularly if disclosure is necessary for a complete investigation or where disclosure is required by law.

Assistance Filing Complaints

An alternate means of filing a complaint, such as personal interviews or audio recording of the complaint, will be made available for people with disabilities upon request.

Board Policy No. 26 – Discrimination Complaint Procedures

Approvals

Board Chair   Date

Chief Executive Officer   Date

Deputy Chief Executive Officer/Chief General Counsel   Date

Board Policy No. 26 – Discrimination Complaint Procedures

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED		
10/17/2013	1		2013 REVISION
10/16/2014	2		2014 REVISION
11/19/2015	3		2015 REVISION
10/20/2016	4	16-10	2016 REVISION
10/19/2017	5	17-10	2017 REVISION
10/18/2018	6	18-09	2018 REVISION
10/15/2020	7	20-08	2020 REVISION
10/21/2021	8	21-05	2021 REVISION
10/20/2022	9	22-18	2022 REVISION
10/19/2023	10	23-06	2023 REVISION
10/17/2024	11	24-08	2024 REVISION: UPDATES TO POSITION TITLES
10/23/2025	12	25-06	2025 REVISION: UPDATES TO LOGO AND POSITION TITLES; UPDATES TO COMPLAINT FILING PROCESS

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 27
Equal Employment Opportunity (EEO)

Summary

The purpose of this policy is to establish an equal employment opportunity program for applicants and employees. Federal regulations require the adoption of an Equal Employment Opportunity (EEO) Program as a condition of receipt of federal funds. The North County Transit ~~District~~ – San Diego Railroad (NCTD) administrative manuals, policies, and procedures mandate EEO in recruitment, hiring, and employment for applicants to, and employees of, NCTD. NCTD also has separate written policies which forbid discrimination based on a characteristic protected by federal, state, or local law and provides a grievance procedure for employees and visitors to NCTD who believe they have been a victim of discrimination. In addition, NCTD incorporates an EEO requirement in its contracts with third parties.

Policy

NCTD is an EEO employer that strictly adheres to the provisions of Title VII of the Civil Rights Act of 1964 and to the provisions of the California Fair Employment and Housing Act. It is against NCTD policy for an employee (including supervisors and managers), contractor, or subcontractor to base employment decisions, the treatment and/or advancement of employees, or any aspect of personnel policies and procedures on the basis of race, color, national origin, religion, religious creed (including religious dress and grooming practices), gender, sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, and breastfeeding), sexual orientation, gender identity and/or expression, age (40 and over), marital status/domestic partner status, ancestry, physical or mental disability, medical condition, genetic information and characteristics, primary language, immigration status, military/veteran status, or any other protected characteristic protected by federal, state, or local law. NCTD also prohibits discrimination based on the perception that one has any of the protected classifications noted above or is associated with a person who has or is perceived as being a member of any of the protected classifications. In addition, NCTD will make reasonable accommodations for employees and applicants with disabilities, for known limitations related to pregnancy, childbirth, or related medical conditions, or to practice or observe their religion, if it can do so without undue hardship and without causing a direct threat to the health and safety of the employee or others.

This policy applies to all employment actions, including but not limited to, recruitment, hiring, classification, training, promotion, transfer, demotion, layoff, termination, compensation, benefits, and other terms and conditions of employment.

In the development and implementation of its personnel policies and procedures, NCTD will continue to base decisions solely on job-related qualifications and requirements of the position for which the individual is being considered.

All NCTD management staff are responsible for maintaining a working environment of equal employment opportunity, including an environment free of sexual harassment and discrimination, and assisting in attainment of NCTD EEO goals. NCTD evaluates the performance of managers, supervisors, and others based on the success of the EEO Program in the same manner that the agency evaluates their performance in other agency programs.

- NCTD will not tolerate unlawful discrimination or harassment, including sexual harassment, of NCTD employees.
- All NCTD applicants and employees have the right to file complaints alleging discrimination with the EEO Officer (EEOO), including the right to a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. Supervisors and managers are responsible for immediately notifying the EEOO of any allegation(s) of violations of this policy.
- Applicants and employees may also file a complaint directly with the California Civil Rights Department and the U.S. Equal Employment Opportunity Commission.
- NCTD will maintain confidentiality to the extent possible.
- Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in a protected activity is strictly prohibited and will not be tolerated.
- All NCTD managers and supervisors shall receive at least two hours of sexual harassment prevention training and education within six months of assuming a new managerial/supervisory position and every two years thereafter through NCTD or the California Civil Rights Department by going to: https://www.dfeh.ca.gov/shpt/.
- All nonsupervisory employees shall receive at least one hour of sexual harassment prevention training and education within six months of assuming a nonsupervisory position and every two years thereafter through NCTD or the California Civil Rights Department by going to: https://www.dfeh.ca.gov/shpt/.

NCTD has developed a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and ensures the EEO Program is available for inspection by any employee, or applicant for employment upon request.

All claims of unlawful discrimination and harassment are taken very seriously. Violations of this policy may subject NCTD employees to appropriate remedial measures, up to and including termination.

The overall responsibility for the implementation of the EEO Program, including administration and investigation of complaints, rests with NCTD's S~~taff Attorney~~enior Legal Counsel/EEOO. The S~~taff Attorney~~enior Legal Counsel/EEOO Officer reports directly to the Chief Executive Officer for matters relating to EEO and is charged with the responsibility for monitoring and oversight of the program.

To maintain the integrity of the EEO investigative and decision-making process, third-party investigators may be used when there is, or appears to be, a conflict of interest between the complainant, respondent, and/or investigator and/or when it seems prudent to do so because of the nature or complexity of the complaint and/or if it is likely that the investigation may result in litigation.

For further related information, please contact the NCTD EEO Officer at (760) 966-6631 or via email at EEO@nctd.org.

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/Chief General Counsel	Date

Board Policy No. 27 – Equal Employment Opportunity

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
10/18/2012	ADOPTED	12-10	
10/17/2013	1	13-07	2013 REVISION
10/16/2014	2	14-04	2014 REVISION
10/20/2016	3	16-10	2016 REVISION
10/19/2017	4	17-10	2017 REVISION
10/18/2018	5	18-09	2018 REVISION
10/17/2019	6	19-06	2019 REVISION
10/15/2020	7	20-08	2020 REVISION
06/17/2021	8	21-02	ORGANIZATIONAL UPDATE.
10/21/2021	9	21-05	2021 REVISION
10/20/2022	10	22-18	2022 REVISION
10/19/2023	11	23-06	2023 REVISION
10/17/2024	12	24-08	2024 REVISION: UPDATES TO POSITION TITLES
10/23/2025	13	25-06	2025 REVISION: UPDATES TO LOGO AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 28
Fraud Prevention

Summary

This document sets forth the North County Transit ~~District's~~ – San Diego Railroad's (NCTD) fraud prevention policy.

Policy

This policy is established to facilitate the development of controls that aid in the detection and prevention of fraud against NCTD. It is the intent of NCTD to promote responsible organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

NCTD is committed to protecting its revenue, property, proprietary information, and other assets. NCTD will not tolerate any misuse or misappropriation of those assets. NCTD's Fraud Prevention Policy is established to provide guidance to employees when misuse or misappropriation of NCTD assets is suspected.

It is NCTD's intent to fully investigate any suspected acts of fraud, as defined in this policy, in an impartial manner regardless of the suspected wrongdoer's length of service, position, title, or relationship to NCTD. Any act of fraud that is detected or suspected must be reported immediately and investigated in accordance with this policy. To facilitate reporting, NCTD has made available a whistleblower hotline for use by all NCTD employees and contractors. Suspected violations may be reported via the anonymous Whistleblower Hotline managed by third-party vendor, Navex Global at www.nctd.ethicspoint.com or by calling 855-877-6048. Furthermore, NCTD has instituted a Fraud Response Plan that identifies a Fraud Response Team to take immediate action and effectively address and respond to potential fraud activities.

NCTD will make every reasonable effort, including court-ordered restitution, to recover or receive compensation from any appropriate source for NCTD assets obtained by fraud.

Scope of Policy

This policy applies to any irregularity, or suspected irregularity, involving NCTD employees as well as members of the Board of Directors, the Chief Executive ~~Director~~Officer, consultants, vendors, contractors, outside agencies doing business with NCTD employees, and any other parties with a business relationship with NCTD.

Definition of Fraud

Fraud is any illegal act characterized by deceit, concealment, or violation of trust. These acts are not dependent upon the threat of violence or physical force. Frauds are perpetrated by parties and organizations to obtain money, property, or services; to avoid payment or loss of services; or to secure personal or business advantage.

For the purposes of this policy, fraud includes, but is not limited to, the following:

1. Any intentional dishonest act of misappropriation of funds, supplies, or other assets;
2. Impropriety in handling or reporting of money or financial transactions;
3. Profiteering as a result of insider knowledge of NCTD activities;
4. Disclosing confidential and proprietary information to outside parties;
5. Accepting or seeking anything of material value from contractors, vendors, or persons providing services or materials to NCTD (Refer to NCTD's Employee Handbook for detailed information);
6. Unauthorized destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; or
7. Any similar or related irregularity.

Responsibilities

Managers – Members of management are responsible for establishing and maintaining a system of internal controls to ensure the detection and prevention of fraud, waste, abuse, and other irregularities. Management should be reasonably familiar with the types of fraud that might occur within their area of responsibility and be alert for any indication of fraud. If necessary, management will support and cooperate with auditors and law enforcement, in the detection, reporting, and investigation of all potentially fraudulent acts, including the prosecution of the offenders.

Employees – Any direct employee of NCTD or contractor employee, who knows or has reason to believe that fraud may have occurred, has a duty to immediately notify his/her immediate supervisor and the NCTD Office of General Counsel. If the employee has reason to believe that the employee's immediate supervisor may be involved, the employee shall immediately notify senior management. All employees shall fully cooperate with management, auditors, and law enforcement agencies during the course of an investigation and will make all reasonable efforts to be available to assist in the investigation.

The Deputy Chief Executive Officer/Chief General Counsel, or designee – As an investigator, the Deputy Chief Executive Officer/Chief General Counsel or designee has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the Policy. The assigned investigator will have:

- Free and unrestricted access to all NCTD personnel, records, physical properties, whether owned or rented; and
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of the investigation.

If the investigation substantiates that fraudulent activities have occurred, the Deputy Chief Executive Officer/Chief General Counsel will issue reports to the appropriate designated personnel. Depending on the nature and severity of the fraudulent activities, the Deputy Chief Executive Officer/Chief General Counsel may refer the matter to outside legal counsel to conduct an independent investigation. The Deputy Chief Executive Officer/Chief General Counsel, in consultation with the Board of Directors, will decide whether to refer the matter to the District Attorney or other appropriate enforcement agency for investigation and further action.

Administrative Policy ADM-1006 - *Fraud Response Plan* outlines the specific steps in response to a suspected fraud incident and provides a list of roles and responsibilities of management staff, employees, and the Office of Chief General Counsel to respond to suspected fraud incidents in accordance with this Board Policy.

Confidentiality

All participants in a fraud investigation shall treat all information received confidentially. Except as required by law, investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know.

Any staff person or elected official contacted by the media with respect to a fraud investigation shall refer the media person to NCTD's Chief of ~~Advocacy, Marketing and Communication~~Staff.

Whistleblower Protection

No person covered by this policy shall:

1. Dismiss or threaten to dismiss an employee;
2. Discipline or suspend or threaten to discipline or suspend an employee;
3. Impose any penalty on an employee; and/or
4. Intimidate or coerce any employee, because the employee has acted in accordance with the requirements of the policy.

Disciplinary Action

Management is responsible for discipline of employees in accordance with NCTD's Employee Handbook and in consultation with Human Resources. Employees who have committed fraud will be subject to disciplinary action up to and including dismissal. NCTD's Employee Handbook contains additional information regarding disciplinary procedures for employees.

NCTD may terminate its contract with any independent contractor or consultant that commits fraud and/or pursue any other available remedies under the contract, at law, or in equity and may report such fraud to the appropriate ~~L~~local, ~~S~~state, and ~~F~~federal agency.

Board Policy No. 28 – Fraud Prevention

Approvals

Board Chair Date

Chief Executive Officer Date

Deputy Chief Executive Officer/ Date
Chief General Counsel

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
11/19/2015	3	15-08	2015 Revision
10/20/2016	4	16-10	2016 Revision
10/19/2017	5	17-10	2017 Revision
10/17/2019	6	19-06	2019 Revision
10/20/2022	7	22-18	2022 Revision
10/19/2023	8	23-06	2023 Revision and Inclusion of Fraud Response Plan
10/17/2024	9	24-08	2024 Revision: Updates to Position Titles
10/23/2025	10	25-06	2025 Revision: Updates to Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 29
Capitalization and Asset Management

~~Introduction~~Summary

The Code of Federal Regulations (CFR) Title 49 Section 625.5 defines Transit Asset Management (TAM) as the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation.

The North County Transit ~~District~~ – San Diego Railroad (NCTD) is required to establish a system to monitor and manage public transportation assets to improve safety, increase reliability and performance, and to measure performance to support the achievement and maintenance of a State of Good Repair (SOGR). Through asset management, NCTD can more effectively use available funds to improve the physical condition and performance of its transportation system.

This document establishes NCTD's asset capitalization policy, asset management policy, asset disposal policy, and defines the performance measures NCTD will use to track asset performance.

Asset Capitalization Policy

NCTD defines a capital asset as an item providing value to the organization that is either owned, leased, or maintained by NCTD and meets the following criteria:

- A unit of rolling stock, land, a facility, a unit of equipment, an element of infrastructure, and intellectual property (including software) that has an individual unit value of $10,000 or greater~~Has an individual unit value of $5,000 or greater (in those cases where application of the capitalization threshold to individual items in a group would result in the elimination of a significant portion of a capital asset, the threshold of $5,000 will apply at the group level)~~.
- Has an expected useful life of more than one year.
- ~~Can be repaired or refurbished to extend its useful life by more than one year.~~
- Requires intervention/activities (e.g., preventive maintenance) to reduce risk of failure.
- Renovations, improvements and replacements that increase the value of the parent asset, constitute a significant modernization in functionality of the parent asset, or extend the life of the parent asset by more than one ~~(1)~~ year, can be capitalized if the total of all expenditures (materials, labor, and all costs to complete the project) is $10,000 or greater

Board Policy No. 29 – Capitalization and Asset Management

This capital asset definition applies to all properties and systems that are considered part of and enable the safe operation of NCTD's transit system. These are defined within these following four asset categories:

1. Rolling Stock
2. Equipment
3. Facilities
4. Infrastructure

NCTD may establish an asset hierarchy within these four asset categories for the purpose of recording the assets in its financial records. NCTD shall provide written procedures for assets records documentation and record keeping practices.

Asset Management Policy

NCTD is committed to maintaining its assets in a State of Good Repair by utilizing a strategic process to acquire, operate, maintain, and replace its assets. This supports ~~the District's~~NCTD's mission ~~is~~ to operate an environmentally sustainable and fiscally responsible transit network that provides seamless mobility for all while achieving organizational and operational excellence. A State of Good Repair is achieved when all capital assets are meeting NCTD's safety and performance goals within the condition targets established by NCTD.

NCTD will maintain an accurate asset registry, monitor the condition and performance of its assets, optimize decision making, and maintain a list of priorities. This will ensure that taxpayer dollars are spent where they are needed most and enable NCTD to balance competing needs while keeping its system in a state of good repair.

Asset Disposal

An asset may be disposed of in a manner authorized by state and or federal law upon determination by the Chief Executive Officer or his/her designee that an asset is obsolete and/or useless for its intended purposes. NCTD shall provide written procedures for asset disposal which is compliant with state and federal guidelines where appropriate. Upon sale or other authorized transfer of an asset, NCTD shall use best efforts to obtain fair market value for the asset where feasible.

Asset Management Performance Measures

NCTD will measure the performance of its assets based on the performance measures established by the Federal Transit Administration (FTA). These performance measures are as follows:

Asset Category	Performance Measures Established by FTA
Rolling Stock	% of revenue vehicles that have met or exceeded their useful life benchmark (ULB)
Equipment	% of non-revenue service vehicles that have met or exceeded their ULB
Facilities	% of facilities rated below ‘3’ on the Transit Economic Requirements Model (TERM) scale (on a scale from 1-5)
Infrastructure	% of track segments under performance restrictions

Approvals

Board Chair	Date

Chief Executive Officer	Date

Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 29 – Capitalization and Asset Management

Date	Revision No.	Resolution No.	Comments
10/18/2012	Adopted	12-10	
10/17/2013	1	13-07	2013 Revision
10/16/2014	2	14-04	2014 Revision
10/20/2016	3	16-10	2016 Revision
10/19/2017	4	17-10	2017 Revision
10/18/2018	5	18-09	2018 Revision
10/17/2019	6	19-06	Policy deleted in its entirety and replaced with new policy
10/20/2022	7	22-18	2022 Revision
10/19/2023	8	23-06	2023 Revision
10/17/2024	9	24-08	2024 Revision: Updates to Position Titles
10/23/2025	10	25-06	2025 Revision: Updates to Logo and Position Titles; Update to definition of Capital Asset

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 30
Threshold for Major Service Change

Summary

This policy describes the threshold for a major service change.

Background

The requirement of this policy comes from the Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed route vehicles in peak service and serves a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact.

Definition

The following situations qualify as a major service change:

- All proposed changes to existing routes, whereby route miles or revenue miles are changed in excess of 25% percent of their current configurations, measured as happening at one time, or cumulatively within a single year;
- Changes in number of daily trips that exceed 25%;
- Elimination of a route; and
- Addition of a route.

Exemptions

LIFT paratransit service is exempt from the "major service change" definition because of the regulations pursuant to the provision of Americans with Disabilities Act of 1990 (ADA) paratransit service set forth in ADA.

Temporary, seasonal, and supplemental services are exempt from the "major service change" definition. Temporary service is defined as a new or modified route that is placed into revenue service for less than 12 months with a defined set of measures that must be achieved to remain in service. If the service meets the criteria and will remain past 12 months, then NCTD will conduct a Title VI service equity analysis for this service. Seasonal and supplemental service is defined as service operated for less than 12 months that is provided to accommodate loads related to seasonal events (e.g., San Diego County Fair) or schoolyear-based demand.

Board Policy No. 30 – Threshold for Major Service Change

"Spare the air days" or other instances when a local municipality or transit agency has declared that all passengers ride free, temporary fare reductions that are mitigating measures for other actions, and promotion fare reductions are exempt from the "fare change" definition. If a promotional or temporary fare reduction lasts longer than ~~6~~six months, then NCTD will consider the fare reduction permanent and conduct a fare equity analysis.

NCTD Process

NCTD is required to hold a public hearing for all major service changes. The public hearing will be noticed a minimum of 30 days in advance through means set forth in NCTD Board Policy No. 5 – *Public Notice and Participation.*

Approvals

________________________ ____________
Board Chair Date

________________________ ____________
Chief Executive Officer Date

________________________ ____________
Deputy Chief Executive Officer/ Date
Chief General Counsel

Board Policy No. 30 – Threshold for Major Service Change

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
11/21/2013	ADOPTED	12-10	
10/16/2014	1	14-04	2014 REVISION
11/19/2015	2	15-08	2015 REVISION
10/17/2019	3	19-06	2019 REVISION
10/20/2022	4	22-18	2022 REVISION
10/19/2023	5	23-06	2023 REVISION
10/17/2024	6	24-08	2024 REVISION: UPDATES TO POSITION TITLES
10/23/2025	7	25-06	2025 REVISION: UPDATES LOGO AND POSITION TITLES; UPDATES TO EXEMPTIONS

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 31
Threshold for Disparate Impact on Minority Populations

Summary

This policy sets forth North County Transit ~~District's~~ – San Diego Railroad (NCTD) threshold for disparate impact[1] on minority populations.

Background

The requirement of this policy comes from the Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed-route vehicles in peak service and serves a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a disparate impact on minority populations.

Purpose

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service change or any fare change are borne disproportionately by minority populations.

The purpose of this policy is to:

1. Establish a threshold for disparate impact on minority populations in the event of a major service or fare change, and
2. Identify the agency's corresponding process and actions to address the occurrence of disparate impact.

Threshold

A disparate impact occurs when the minority population adversely affected by a major service change as defined under NCTD Board Policy No. 30 is 10% or more than the average minority population of the NCTD service area. A disparate impact may also occur when the non-minority population benefits from a major service change by 10% or more than the average minority population of the NCTD service area.

Disparate impacts on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disparate impacts on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

[1] On the basis of race, color, or national origin.

NCTD Process

If a potential disparate impact is identified, NCTD must:

1. Have a substantial legitimate justification for making the proposed service change; and
2. Show that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish NCTD's legitimate program goals.

In the event a disparate impact is identified, NCTD will engage public participation to describe alternatives or mitigation measures to lessen the disparate impact on minority populations. If NCTD modifies the proposed changes in order to avoid, minimize, or mitigate potential disparate impacts, NCTD shall reanalyze the proposed changes in order to determine whether the modifications actually removed the potential disparate impacts of the changes.

To conduct a service equity analysis for minority populations, NCTD shall use the most recent 5-year estimate table for *Hispanic or Latino Origin by Race* from the American Community Survey (ACS). This table properly accounts for all persons who identify with any race and those who additionally identify as having a Hispanic or Latino origin. This is consistent with the FTA definition of minority persons. NCTD will consider using the most recent SANDAG Regional On-Board Transit Survey for the comparison population if the survey is statistically valid at the route level.

Approvals

________________________	____________
Board Chair	Date
________________________	____________
Chief Executive Officer	Date
________________________	____________
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 31 – Threshold for Disparate Impact on Minority Populations

Date	Revision No.	Resolution No.	Comments
11/21/2013	Adopted	13-07	
10/16/2014	1	14-04	2014 Revision
11/19/2015	2	15-08	2015 Revision
10/19/2017	3	17-10	2017 Revision
10/17/2019	4	19-06	2019 Revision
10/21/2021	5	21-05	2021 Revision
10/17/2024	6	24-08	2024 Revision: Updates to Position Titles
10/23/2025	7	25-06	2025 Revision: Updates to Logo and Position Titles

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 32
Threshold for Disproportionate Burden on Low-Income Populations

Summary

This policy sets forth North County Transit ~~District~~ – San Diego Railroad (NCTD) threshold for disproportionate burden on low-income populations in the event of a major service change.

Background

The requirement of this policy comes from the Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed-route vehicles in peak service and serves a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a disproportionate burden on low-income populations.

Purpose

The purpose of this policy is to:

1. Establish a threshold for the occurrence of disproportionate burden in the event of a major service change; and
2. Identify the agency's corresponding process and actions to address the occurrence of disproportionate burden.

Threshold

A disproportionate burden occurs when the low-income population adversely affected by a major service change as defined under NCTD Board Policy No. 30, Threshold for Major Service Change, is 10% or more than the average low-income population of the NCTD service area. A disproportionate burden may also occur when the non-low-income population benefits from a major service change by 10% or more than the average low-income population of the NCTD service area.

Disproportionate burden on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disproportionate burden on routes with segment elimination, re-routing, or route elimination will be determined on a route-by-route basis.

NCTD's Process

If NCTD finds a potential disproportionate burden, NCTD will take steps to avoid, minimize, or mitigate impacts of the proposed change where practicable and provide alternatives available to low-income passengers affected by the service changes.

Board Policy No. 32 – Threshold for Disproportionate Burden on Low Income Populations

In the event a disproportionate burden is identified, NCTD will engage public participation to describe alternatives or mitigation measures to lessen the burden on low-income populations.

To conduct the analysis for low-income populations, NCTD shall use the most recent 5-year estimate table for *Ratio of Income to Poverty Level in the Past 12 Months* from the American Community Survey (ACS). The U.S. Census Bureau explains that "people and families are classified as being in poverty if their income is less than their poverty threshold. NCTD defines a low-income person as an individual whose household income is at or below 200% of the U.S. Department of Health and Human Services poverty guidelines, consistent with SANDAG's definition. NCTD will consider using the most recent SANDAG Regional On-Board Transit Survey for the comparison population if the survey is statistically valid at the route level.

Approvals

Board Chair	Date
Chief Executive Officer	Date
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 32 – Threshold for Disproportionate Burden on Low Income Populations

DATE	REVISION NO.	RESOLUTION NO.	COMMENTS
11/21/2013	ADOPTED	13-07	
10/16/2014	1	14-04	2014 REVISION
11/19/2015	2	15-08	2015 REVISION
10/19/2017	3	17-10	2017 REVISION
10/17/2019	4	19-06	2019 REVISION
10/21/2021	5	21-05	2021 REVISION
10/20/2022	6	22-17	2022 REVISION
10/19/2023	7	23-06	2023 REVISION
10/17/2024	8	24-08	2024 REVISION: UPDATES TO POSITION TITLES
10/23/2025	9	25-06	2025 REVISION: UPDATES TO LOGO, AGENCY NAME AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 33
Joint Use and Development of Real Property

Summary

This policy establishes joint use and real property development goals, objectives, and procedures ("Joint Development").

Objectives and Goals

The goal of this policy is to transform underutilized real property into active, inclusive, and vibrant spaces that prioritize transit connectivity and enhance the rider experience for current and future generations. The Joint Development should enhance public infrastructure, provide economic opportunities, support transit-oriented development, and meet the community's needs. Staff shall undertake a balanced approach to reviewing developments, taking into consideration the overall portfolio value to the North County Transit ~~District~~ – San Diego Railroad (NCTD) through rent revenues, transit-serving features, land uses that support regional housing goals, value-enhancing amenities, and uses that benefit NCTD and the surrounding communities.

Joint Use and Development Criteria

~~The District~~NCTD encourages and supports the joint use and development of its real property through collaborative efforts with public agencies, private entities, and non-profit organizations. The following criteria should be used to evaluate and select properties for joint use and development on NCTD real property:

1. Transit Prioritization

   a. NCTD shall retain authority over its transit facilities and services, and no development shall negatively impact existing or future public transportation facilities.

   b. Joint Developments shall aim to increase transit ridership by attracting new riders and increasing the number of transit trips.

   c. No development shall obligate NCTD to any specific operational level of service, unless funds are provided by third party sources to cover specified operational levels.

   d. Joint Developments shall integrate transit amenities; improve connectivity to transit corridors, rideshare, micro mobility options; and provide shade and other desirable amenities for NCTD's current and future riders.

   e. NCTD shall encourage Joint Developments to include designs that provide for ground floor retail, restaurant, and commercial uses that create more attractive destinations and amenities for transit riders.

2. Financial Policies

    a. Use of a long-term Ground Lease is preferred as opposed to fee disposition.

    b. While maximizing asset securities, Joint Developments should minimize the commitment of NCTD financial resources and limit such commitments only to project components that have a direct public benefit to ~~the District~~NCTD (i.e., transit parking, increased ridership, system optimization, etc.).

    c. Joint Developments should minimize any investment risks on behalf of NCTD, including consideration for the credibility and financial rating of developers and the Joint Development project.

    d. Capital or in lieu contributions from other public agencies are encouraged to create a greater community economic benefit to NCTD Joint Development projects.

    e. Joint Development projects should be reasonably viable, now and in the future.

    f. When deemed to be in the interest of NCTD, NCTD may participate in grant or loan funding applications; independently seek funding; or issue letters of support in furtherance of Joint Developments at identified sites.

3. Community Outreach

    a. Developers are encouraged to proactively engage with communities in which Joint Development projects are planned to occur through a variety of methods, which may include charrettes, focus groups, workshops, email updates, and social media communications. Developers selected for Joint Development projects shall demonstrate project viability and conformance with any community plan and/or general land use entitlement process of the local jurisdiction in which the subject property is located. Determinations of conformance shall be made by the local land use authority through the entitlement process.

    b. NCTD will consult and work cooperatively with local jurisdictions and developers to encourage transit-supportive, high-quality development at stations and surrounding properties. All developments must follow the local laws and policies of the jurisdiction in which they reside, as applicable.

    c. Projects should be compatible with the surrounding community and reflect the needs and desires of the neighborhood in which they are situated, to the extent this objective meets the transit prioritization and fiscal responsibility goals.

    d. Projects shall demonstrate a high quality of design, art, and landscaping components that are sensitive to community context and enhance the surrounding community.

4. Sustainability

    a. Joint Developments shall utilize energy-efficient systems and technologies, such as solar panels, high-efficiency HVAC systems, LED lighting, low flush toilets, and smart energy management systems.

   b. The project shall use native and drought-tolerant plants to minimize water usage and promote biodiversity.
   c. Developers should implement waste reduction and recycling programs during construction and operation.

5. Alignment with Strategic Goals:

   a. Consistency with NCTD's strategic objectives and priorities.

6. State and Federal Policies

   a. Any properties identified for Joint Development that were purchased or improved with funding from the Federal Transit Administration (FTA), or include affixed assets purchased with FTA funding, must be reviewed and approved by the FTA.
   b. Projects seeking federal funding and support must adhere to FTA Circular 7050.1.C to maintain eligibility.
   c. Any properties identified for Joint Development must follow guidelines provided by the California Department of Housing and Community Development guidelines, particularly as it relates to the Surplus Land Act.
   d. Any disposal of NCTD assets on Joint Development properties must be managed in accordance with Board Policy No. 29: Asset Management.

7. Solicitation Policies

   a. NCTD will seek developers via a competitive selection process that is further detailed herein. The competitive process will be performed through the Development Services Division and shall follow NCTD Procurement Policies.

8. Acquisition Policies

   a. To encourage opportunities for Joint Developments surrounding transit investments, when appropriate, NCTD will consider Joint Development opportunities in the acquisition of required property, location of new station sites, and construction of station facilities.
   b. In the initial planning of a transit corridor project (e.g., during the preliminary environmental and engineering phases), NCTD may conduct site analysis, include a preliminary layout of each passenger station site, develop conceptual urban design strategies integrating station sites with adjacent communities, and evaluate proposed station sites for their Joint Development potential.

<u>Process</u>

1. Inventory and Site Selection

   a. <u>Inventory.</u> NCTD maintains an inventory of properties that are potential sites for future Joint Development. NCTD staff will monitor market conditions and communicate with local jurisdictions and stakeholders about development potential.

b. Site Selection. The determination to select sites for Joint Development is dependent on several factors, including but not limited to: market conditions, community input, local jurisdiction input, and NCTD resources. These factors may provide the basis for establishing project priorities, project implementation strategies, and ultimately the creation of Development Guidelines for a given site, to ensure maximum attainment of the objectives and goals stated in this Policy.

c. Surplus Land Act Designation. After identifying sites for redevelopment, NCTD Board will declare potential projects as either Surplus or Exempt Surplus land at a public meeting. Afterwards, written notice will be provided to the California Department of Housing and Community Development (HCD). If HCD determines land to be "Surplus", then the development is subject to the rules and regulations specified in HCD Guidelines. If HCD concurs the "Exempt Surplus Land" declaration, the project may continue as specified in this document.

d. Determination of Financing Requirements. Upon the selection of a site for a Joint Development project, NCTD staff will determine the funding sources that were involved in the acquisition of and investments in the selected site. Depending upon the financing that was used, the project may be subject to review by the FTA.

2. Community Outreach and Scoping

a. Community Engagement. Once a site has been selected for a potential Joint Development, NCTD may consult with local land use authorities surrounding the site to determine a vision for the potential project that is consistent with the goals of this Policy. This vision may range from general to highly specific, depending on the context of the site. Community outreach associated with a Joint Development project shall occur early in the design process and will be supported by NCTD staff. A developer, once recommended and approved by the NCTD Board, will develop an outreach strategy with the input from NCTD staff and will prioritize early input from the community, responsiveness to feedback, and diversity, equity, and inclusivity in the means and methods of communication.

b. Development Guidelines. NCTD will prepare Development Guidelines, which will be memorialized in the request for proposal, or RFP, that is specific to the site. The Development Guidelines will articulate the goals and transit specific requirements, as well as any desired transit and urban design features. With respect to those elements related to NCTD transit operations, the Development Guidelines shall be informed by:

i. Existing or planned NCTD capital improvement projects, transit station or stop operations, and third-party transit operator requirements under existing contracts

ii. Input from the NCTD Rail Operations, Bus Operations and Planning and Communications Divisions

iii. Transit Parking Plans

iv. Local jurisdiction's applicable specific plans as it relates to the integration of transit operations

v. Other policies and departments as applicable

3. Competitive Solicitation Process

   a. Solicitation. NCTD will solicit proposals for Joint Development of the site through a RFP. The RFP procedure will be managed by the Development Services Division and will be informed by Procurement Policies. The properties with a FTA interest must conform to FTA Circular 7050.1C, which governs Joint Development.

   b. Evaluation. Joint Development proposals shall be evaluated based upon criteria stated in the RFP, which shall consider how well the proposal meets project requirements, the experience of the developer and developer team, and the financial strength of the developer and their proposed plan for financing. Staff will assemble a Source Selection Committee (SSC) to evaluate Joint Development proposals and advise the NCTD Chief Executive Officer on a proposal and respective developer to be recommended to the Board. The Chief Executive Officer may recommend a proposal and developer to the Board or defer Joint Development if none of the proposals maximize Joint Development objectives and goals.

4. Development Phase

   a. Exclusive Negotiation Agreement. After the Board has approved the recommended developer and their proposal, NCTD and the developer shall negotiate an Exclusive Negotiation Agreement (ENA). The ENA will include a project concept, terms and conditions, general planning and development goals, deposit and fees, design review and a predevelopment schedule agreed to by the proposed developer and NCTD. Upon approval of a recommended developer and authorization by the Board, the Chief Executive Officer shall execute the ENA with the developer.

      i. The term of the ENA shall generally be no more than three years but may be revised as mutually agreed upon by the parties; provided however, the term and any extensions shall not exceed five years without approval of the Chief Executive Officer. In considering an extension, the Chief Executive Officer shall determine whether substantial progress has been made towards fulfillment of the requirements of the ENA and may require payment of additional fee and/or deposit amounts.

   Developer responsibilities under the ENA include but are not limited to:

      i. Negotiate in good faith, including such project design and project financing information as necessary for NCTD Staff to negotiate a transaction.

      ii. In consideration of entering the ENA, the developer shall provide NCTD a non-refundable fee in an amount determined by the Chief Executive Officer or his/her designee.

iii. Create a robust development plan that will carry throughout the design, entitlement and construction process for the project.

NCTD responsibilities under the ENA include:

i. During the negotiation period, provided that the developer is not in default of its obligations under the ENA, NCTD shall negotiate exclusively and in good faith with the developer an Option Agreement ("OA"), Development Agreement ("DA"), Ground Lease or other necessary documents to be entered into between NCTD and the developer, and NCTD shall not solicit or entertain offers or proposals from other parties concerning the site.

b. Option Agreement. During the negotiation phase of the ENA, NCTD shall negotiate the terms of an OA, which shall include, as attachments, a template DA, ground lease, terms and conditions, and other documents deemed necessary. The OA shall be subject to the approval of the Board. Upon receiving such approval, the Chief Executive Officer shall be authorized to execute the OA on behalf of NCTD.

~~b.~~c. Development Agreement. The DA shall describe the rights and responsibilities of both parties. The recommendations may also include the terms for a Ground Lease, or another form of purchase and sale agreement as appropriate.

~~c.~~d. FTA Concurrence. If the Joint Development site was purchased with Federal funding, before NCTD may enter into a Ground Lease, NCTD must seek and obtain concurrence from the FTA.

~~d.~~e. Ground Lease. Upon satisfactory fulfillment of the ~~closing~~ conditions required in the DA, and receipt of FTA concurrence as applicable, NCTD shall enter a Ground Lease for long term use and occupation of the site. The Ground Lease shall describe the rights and responsibilities of both parties with respect to the site. The Chief Executive Officer may also enter into such other documents and agreements to implement and administer the project as described in the DA and Ground Lease.

~~e.~~f. Environmental Compliance. NCTD shall not approve or be committed[1] to a project until the appropriate Lead and Responsible Agencies consider and analyze the environmental impacts of the project. The project must comply with California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act of 1969 (NEPA) before final authorization for use or development of the NCTD property may be approved by the Board. NCTD is not the Lead Agency under CEQA or the Federal Agency Partner under NEPA for Joint Development projects; the agency with local regulatory and land use authority or federal permit/funding authority generally serves that function. Upon satisfactory fulfillment of the development requirements in the ENA, negotiation of acceptable terms, obtaining all necessary project entitlements, and adoption and certification of a CEQA document by the applicable Lead Agency and/or NEPA document by the applicable Federal Agency Partner, Staff will recommend to the Board to: (a)

[1] For purposes of this Policy, "committed" shall mean: a promise or assurance to fund through funding commitments or budget allocations, project alternative rejection, or any other action which would commit NCTD to the particular scope or project prior to CEQA/NEPA compliance.

review and adopt the CEQA and/or NEPA findings and (b) enter into any final documents required for the implementation of a project. If adopted by the Board, CEQA and/or NEPA findings must be signed prior to execution by NCTD of a Ground Lease. See Standard Operating Procedure (SOP) 3000.92 – *CEQA and NEPA Compliance* for direction and recommendations to NCTD staff who are managing the environmental review process.

5. FTA Regulations

NCTD Joint Development sites which were acquired with assistance from the FTA are subject to FTA Joint Development policies and NCTD Board Policies No. 11: *Real Estate* and No. 12: *Excess Real Property Utilization Plan*. Current guidance in FTA Circular 7050.1C on FTA-funded real property for Joint Development stipulates that Joint Developments follow five eligibility criteria in order to be eligible for capital funding:

a. Economic Benefit — project must enhance economic benefit or incorporate private investment.
b. Public Transportation Benefit — project must enhance the effectiveness of public transportation and relating physically or functionally to public transportation (e.g., increases transit ridership, reduces travel times, or enhances transit operations) or establish new or enhanced coordination between public transportation and other modes of transportation.
c. Fair Share of Revenue — generally, project must generate a fair share of revenue (at least equal to the amount of original federal investment) and be used for public transportation purposes.
d. Fee Collection for Zero-Emission Vehicle Charging — if equipment to fuel privately owned zero-emission passenger vehicles is installed as part of a Joint Development improvement, fees must be collected from users of the equipment in order to recover the costs of construction, maintenance, and operation of the equipment.
e. Fair Share of Costs — tenants occupying space at a joint development facility must pay a fair share of the costs through rental payments or other means.

NCTD Joint Development sites which were acquired with FTA funds are subject to and will follow FTA guidance as it is updated from time to time. Joint Development projects will be reviewed individually by the FTA to ensure compliance.

In addition, NCTD shall ensure that Joint Development projects comply with certain other requirements, including but not limited to, FTA Title VI Civil Rights and Environmental Justice requirements. Compliance with Title VI will be required of developers selected for Joint Development projects.

6. Prevailing Wage. Payment of prevailing wages and compliance with the requirements of California Labor Code Sections 1720-1743, 1770 et seq. *is* required for Joint Development projects. However, to the extent that a developer submits proof to NCTD during the ENA period of a public works coverage determination issued by the Department of Industrial Relations (DIR) stating that the Joint Development project has both private and public components, which could be considered two separate projects, and that does not require

the payment of prevailing wage on the private component(s), NCTD will accept such a determination as defining the labor requirements for the Joint Development project. Absent any such coverage determination issued by the DIR, the prevailing wage requirements shall apply to all elements of the Joint Development project.

Approvals

______________________________	______________
Board Chair	Date
______________________________	______________
Chief Executive Officer	Date
______________________________	______________
Deputy Chief Executive Officer/ Chief General Counsel	Date

Board Policy No. 33 – Joint Use and Development of Real Property

DATE	REVISION NO.	RESOLUTION NO.	COMMENT
1/21/2016	Adoption		
10/18/2018	1	18-09	2018 REVISION
10/15/2020	2	20-08	2020 REVISION
10/21/2021	3	21-05	2021 REVISION
10/19/2023	4	23-06	2023 REVISION; ADDED PREVAILING WAGE REQUIREMENTS AND INCLUSION OF TRANSIT AMENITIES
10/17/2024	5	24-08	2024 REVISION: UPDATES THROUGHOUT TO REFLECT RESPONSIBILITY OF THE DISTRICT
10/23/2025	6	25-06	2025 REVISION: UPDATES TO LOGO AND POSITION TITLES

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Board Policy No. 34
Unsolicited Proposal Policy

Summary

The North County Transit ~~District~~ – San Diego Railroad (NCTD) normally develops its own requirements, solicits proposals or bids, and contracts with entities whose proposals or bids are deemed most advantageous to NCTD pursuant to its Procurement Manual, and state and federal law; however, NCTD recognizes the valuable, innovative ideas or sources of revenue that educational and nonprofit institutions, private sector entities, and individuals may bring to propose relevant projects or partnerships that they believe are within the purview of NCTD and will help meet NCTD goals. This policy outlines how NCTD staff will process unsolicited proposals to contract with NCTD as a consultant or contractor, and partnership requests seeking to work with NCTD in a public private partnership (P3) or other similar arrangement.

~~**Scope of**~~ ~~Policy~~Purpose

1. This policy is intended to provide high-level policy considerations and procedures to guide NCTD decisions when responding to unsolicited proposals and partnership requests (unsolicited offers). In addition to this Policy, NCTD will comply with FTA Circular 4220.1F – Ch. VI (or any amendment thereto) in all instances where federal funding is to be considered.
2. An "unsolicited proposal" is defined as a written proposal to perform a proposed task or effort, initiated and submitted to NCTD by a prospective consultant, developer, or contractor (offeror) without a solicitation from NCTD, with the objective of obtaining a contract award from NCTD. The unsolicited proposal is the formal means by which business proposals are brought to the attention of NCTD, submitted in the hope that NCTD will contract with the offeror for goods, services, development, or partnership. Criteria for a valid unsolicited proposal:
   a. Be innovative and unique, offering a development proposal with unique characteristics or benefits;
   b. Be independently originated and developed by the offeror;
   c. Be prepared without NCTD's supervision, endorsement, direction, or direct involvement;
   d. Be sufficiently detailed such that its benefits/deliverables/outcomes are in support of NCTD's mission and responsibilities are apparent;
   e. Not be an advance proposal for a contract, procurement or property development that NCTD could acquire through competitive methods;
   f. Not be an offer responding to a previously published expression of need or request for a procurement or proposal.

~~3.~~ 3. An "unsolicited partnership request" is a written request that NCTD participates in a public private partnership (P3) or other partnership arrangement. Unlike a consultant or contractor arrangement, a partnership request calls for the requesting partner(s) to assume responsibility and financial liability for performing all or a significant number of functions in connection with a project. In transferring responsibility and risk for multiple project elements to the partner, NCTD would reduce its controls and risks regarding the project. Additionally, the partner would receive the opportunity to earn a financial return or other benefits commensurate with the risks it would assume. A valid unsolicited partnership request shall meet the same criteria as in (a)-(f) of Section 1.2 above.

4. An "offeror" is the term used in this policy to refer to entities or persons submitting an unsolicited offer, which may be in the form of an unsolicited proposal or partnership request.

5. The following types of correspondence will not be considered under this policy: (1) written inquiries regarding NCTD interest in research and/or development areas, (2) proposal explorations, (3) technical inquiries, (4) research descriptions, (5) offers to sell commercial off-the-shelf equipment or software, (6) a proposal that overlaps or conflicts with the scope of work in a pending competitive procurement, and (7) proposals or requests that would require NCTD to act outside NCTD authority, jurisdiction, inconsistently with applicable laws, or outside the purview of the agency.

Role of NCTD Staff

1. Offerors may engage in preliminary discussions with NCTD staff to gauge NCTD interest in a potential unsolicited proposal or partnership request. Both NCTD and offeror staff, however, must exercise caution to ensure that these preliminary communications do not lead to inadvertent collaboration on the development of a statement of work that would subsequently be incorporated in an unsolicited offer. This would potentially invalidate the unsolicited nature of the offer or disqualify it from being considered due to concerns about unfair competition. Discussions between a potential offeror and NCTD staff, other than NCTD Procurement and Contract Administration Division (PCA) staff, should be limited to preliminary discussions of general concepts only. Discussions with non-PCA staff should be used solely to gauge NCTD potential interest and determine whether the unsolicited offer would be of interest to NCTD. If a potential offeror wishes to pursue the proposal or request after preliminary discussions, NCTD staff shall refer the offeror to this Policy and the PCA.
2. In cooperation with the Office of Chief General Counsel, PCA will log the proposal/offer and within three business days, consult with the appropriate NCTD Department Director(s) for an initial analysis and for evaluation of technical and/or financial merit.

Preparation and Submission of Proposals

1. All unsolicited offers submitted for NCTD consideration should be addressed to SOW@nctd.org and/or mailed to:

Procurement and Contract Administration Division
Attention: Unsolicited Proposal
NCTD
810 Mission Ave
Oceanside CA 92054

An unsolicited offer submitted directly to anyone other than the PCA personnel cannot be acted upon officially until it is submitted to the PCA. If an offer is not sent by email, five copies of each offer must be delivered to NCTD, one of which must be a manually signed original. Unsolicited offers should be prepared in conformance with this policy and any written procedures developed under the authority of the Chief Executive Officer or its designee. Offerors may submit their proposals or requests in their own format as long as the required data are provided. Email submissions may be made to the email address above, provided a single, manually signed hard copy is mailed concurrently. All electronic submissions must be in PDF and OCR format.

2. An unsolicited offer must meet all of the requirements in Section 1.2 above in order to be eligible for formal evaluation.
3. The following information must be included in unsolicited offers:
   a. Name(s) and address(es) of entity(ies) or persons submitting the offer.
   b. Type(s) of organization(s) (for profit, nonprofit, educational, small business, other) submitting the offer.
   c. In the case of participation of other key entities or persons not participating as an offeror, provide identifying information for such entities or persons.
   d. Names and telephone numbers of the offeror's technical and business personnel whom NCTD may contact for evaluation and negotiation purposes.
   e. Identification of whether the offer is intended to be an unsolicited proposal or unsolicited partnership request.
   f. Identification of any proprietary data that the offeror intends to be used by the agency only for evaluation purposes. (See Section 3.4 for instructions).
   g. Names of any other federal, state, local agencies, or other parties receiving the offer.
   h. Date of submission of the offer.
   i. A signature of a responsible official authorized to contractually obligate the offeror.
   j. Technical information, including a concise title and an abstract (approximately 200 words) of the proposed project or partnership.
   k. A reasonably complete discussion stating the objectives of the project or partnership, method of approach, the nature and extent of the anticipated results, and the manner in which the project or partnership will help support the NCTD mission.

l. The names and brief background information of the offeror's key personnel who would be involved.

m. The type of support, if any, the offeror requests of NCTD, e.g., financial, facilities, real property rights, equipment, materials, profit sharing, or personnel resources.

n. A cost estimate for the proposed contract award, or estimated amount of investment from offeror and amount, if any, sought from NCTD including any grant funding or property allocation. The estimate must be sufficiently detailed, by element of cost, for meaningful evaluation by NCTD and include subcontractors, partners, or any potential private equity contribution the offeror would provide. Offeror also must provide its estimate of the projected total net value or cost of the proposal or partnership to NCTD and offeror over the life of the program, project, or service.

o. Period of time for which the offer is valid (minimum of three months).

p. Proposed schedule.

q. A statement, if applicable, regarding proposed cost or revenue sharing.

r. Identification of any organizational conflicts or financial conflicts of interest with NCTD, its member agencies, or the members of the Board of Directors.

s. A brief description of the offeror's organization and previous relevant work or experience.

t. A statement demonstrating the financial ability of the offeror to perform the project or venture.

4. Proprietary Data

Whenever possible, an offeror should submit a proposal without restrictions on the use of technical data provided. All offers shall be public records and subject to disclosure in compliance with state and federal law including, but not limited to, the California Public Records Act. The offeror must state whether or not the proposal contains proprietary information that constitutes a trade secret pursuant to California Civil Code section 3426.1. If an unsolicited offer includes trade secret data that the offeror does not want disclosed for any purpose other than evaluation of the offer, the title page shall be marked with the following legend:

USE AND DISCLOSURE OF DATA

The trade secret information in this offer shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the offer; provided, that if a contract or partnership agreement is executed with offeror as a result of or in connection with submission of this data, NCTD shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit NCTD’s right to use information contained in the data if it is obtainable from another source without restriction.

Offeror agrees to indemnify and defend NCTD in the event NCTD withholds production of records which Offeror has marked "Confidential", "Trade Secret" "Proprietary", or similar designations, that are responsive to a Public Records Act request pursuant to California Government Code sections 6250, et. seq. or a Freedom of Information Act request.

The data subjected to this restriction are contained in page(s) [insert page numbers] of the offer.

The offeror also shall mark each restricted page with the following legend:

Use or disclosure of data in sections or paragraphs [insert section or paragraph numbers] on this page is trade secret and is therefore subject to the restriction on the title page of this offer.

An unsolicited offer will be returned to the offeror if it is marked with a different legend than that provided in paragraph (a) above and/or if all pages are marked confidential and not just those pages/sections which actually contains proprietary information that constitutes a trade secret pursuant to California Civil Code section 3426.1. The offeror will be informed that the offer cannot be considered because it is impracticable for NCTD to comply with the offeror's requirements. The offeror shall also be informed, however, that the offer will be considered if it is resubmitted in compliance with the above.

Evaluation of Proposals

1. Preliminary Review. Prior to making a Comprehensive Evaluation of a document submitted as an unsolicited offer, PCA will determine that the document contains sufficient information to enable meaningful evaluation. PCA will notify the potentially interested NCTD Departments and coordinate a preliminary review of the offer with the Chief Executive Officer providing the final determination. If the Department Director(s) in his/her/their sole discretion, deems the offer in NCTD's best interest to further evaluate, the PCA will notify the offeror. Such threshold evaluation includes but is not limited to the following:

    a. Satisfies and meets the elements of an Unsolicited Proposal as defined in Section 1.2 of this Policy;

    b. Contains sufficient technical and cost information to permit a meaningful evaluation;

    c. Has been approved by an authorized representative of the offeror or a person authorized to contractually obligate the offeror;

    d. Includes a general project concept that meets NCTD objectives or goals as may be provided by the Board of Directors by Ordinance, Policy, Resolution or other authorized writing; and

    e. Complies with the marking requirements for use and disclosure of data.

If the document lacks information required by this policy or other procedures promulgated by NCTD the offeror will be notified and given the opportunity to submit the needed information. The Comprehensive Evaluation cannot begin until the needed information is received, and one or more Department Directors has authorized the expenditure of the funds within NCTD's approved budget to conduct a Comprehensive Evaluation. If it is determined that the submission does not meet the criteria for Comprehensive Evaluation as an unsolicited offer, or for any reason is determined to be undesirable to pursue, a reply will be sent to the offeror, indicating the reason(s) for not considering it. NCTD will endeavor to notify an offeror whether or not its offer will progress to a Comprehensive Evaluation within 60 days of receipt of the offer. Offerors shall have neither vested rights in this decision, nor ability to protest a decision by NCTD not to conduct a Comprehensive Evaluation.

2. Comprehensive Evaluation. Upon acceptance of an unsolicited offer for Comprehensive Evaluation, PCA will convene a panel of PCA staff and experts to perform an independent evaluation. The decision as to whether favorable action will be taken on the offer will be based upon an assessment by the panel of the potential contribution of the proposed project or partnership arrangement to the objectives of NCTD and whether the risk and cost to NCTD can be justified under the circumstances. NCTD staff or consultants will conduct cost, economic or market analyses to evaluate the current and future market conditions and determine whether the project or partnership arrangement is viable and in the best interest of NCTD. The offeror will need to be available to the evaluation team to answer questions and provide additional information without charge to NCTD. An offeror must establish it and/or its team or partners have sufficient technical experience and readiness to proceed.
3. Privacy Impacts. NCTD may determine that an offer involving exchange of data raises public privacy concerns that require further assessment. NCTD may require a privacy impact assessment to occur prior to fully evaluating an offer.
4. If it is determined to be in the best interest of NCTD, other local, state, or federal agencies may be approached to share in the evaluation and consideration of the offer.
5. When the Comprehensive Evaluation has been completed, PCA will inform the offeror of the results of the evaluation. If NCTD determines the offer is viable and worthy of pursuit in its sole discretion, it will evaluate whether to utilize a Competitive Process or Sole Source procurement pursuant to Section 5 or 6 of this policy.
6. Normally, unsolicited offers are not returned after completion of the evaluation. They are retained in a secure location for a period of time and then destroyed pursuant to NCTD's Retention Schedule in Board Policy No. 15. If the offeror wishes the offer to be returned, a statement to that effect should be clearly made in the submission.

Board Policy No. 34 - Unsolicited Proposal Policy

Determinations Regarding Competitive Process

1. NCTD will determine in its sole discretion whether competition exists from other potential offerors.
2. If NCTD determines competition may exist, PCA shall publicly notice the unsolicited offer on its website and in any other locations directed by NCTD management, and allow for other offerors to submit for consideration by NCTD pursuant to any applicable and authorized procurement method. The public notice shall include the evaluation criteria that NCTD will use to evaluate competing offers.

Determinations Regarding Whether a Sole Source Contract is Appropriate

1. If the unsolicited proposal offers a proprietary concept that is essential to contract performance, it may be deemed a sole source contract award is possible. If not, NCTD will respond to the unsolicited proposal by following applicable state and or federal procurement guidelines for competitive procurement as provided in NCTD's Procurement Manual. In addition, NCTD is committed to engaging the appropriate stakeholders in the proposal process.
2. The offeror may claim, or it may appear from an offer, that no other entity or person could offer the same product, service, or partnership arrangement. In the case of software, technology or other intellectual property, it may appear that only the offeror can perform, however, these circumstances alone will not justify a sole source contract. The concept will be evaluated on its own merit, including analysis of revenue producing potential and opportunities for cost recovery for the applicable project or program. In many cases, the offeror will have competitors that could offer NCTD similar solutions, but with different options, functionality, costs or risks. A competitive process should be used to select the consultant, contractor or partner, unless NCTD staff determines that the proposed concept itself is proprietary, or the proposal concerns a specific piece of real property with unique attributes essential to NCTD's interests to which the offeror has exclusive ownership and/or negotiating authority.
3. The essential consideration in whether to accept an unsolicited offer without competition (i.e., to engage in contract negotiations on a sole source basis) is whether the offer is presenting a proprietary/trade secret concept or real property interest that is itself essential to contract performance. If an offeror is merely presenting a rationale for doing certain work that could be done by others if given the chance to compete, then there is no permissible basis to authorize a sole source. In the case of a proprietary software product that is being offered to achieve a certain goal, NCTD could not, for example, release proprietary programming codes in a competitive solicitation. Staff should, however, if it deems the proposal one it recommends pursuing, compete the contract award in terms of describing what the mission or goal is in order to see what other firms might offer in terms of software solutions. In other words, staff cannot assume that the product being offered in the unsolicited proposal is the only, or best, product available to meet the objectives of the agency. Any sole source determination must comply with the applicable sole source selection procedures and requirements of the funding source(s) being used.

Partnership Requests that Include Joint Development Proposals

Offers including proposed joint use and development on NCTD-developed and/or owned property will be evaluated using the following *additional* criteria:

1. Whether the project offers an added benefit, beyond the proposed development, that NCTD had either not planned for, or had considered but had not budgeted for, such as a transit improvement or an expansion of transit services.
2. Whether the project is consistent with regional and local community policies and plans.
3. Whether the project demonstrates a fiscal benefit to NCTD.
4. Whether the project provides economic development potential to NCTD or increased ridership potential (beyond what would be provided through a regular development process).
5. Whether the project increases accessibility to public transportation.
6. Whether the project provides public improvements that support active transportation (beyond what would be required in a regular development process).

Board of Directors Participation

1. As set forth in Board Policy No. 19 - Delegation of Authority, the Chief Executive Officer and his/her delegates may enter into agreements not currently incorporated in the budget and make other modifications to the budget in accordance with the authority provided therein. If, in order to act upon an offer, a modification of more than the authorized threshold would be necessary, such action shall be brought to the Board of Directors for consideration.
2. For all offers that progress to the Comprehensive Evaluation Stage, the Chief Executive Officer will report actions taken to the Board in summary written form at the next regular meeting of the Board.

NCTD Liability

1. This policy and the procedures it describes do not commit NCTD to evaluate an offer within a certain period of time, execute a contract, or to expend any public funds. NCTD has no obligation to reimburse an offeror for any costs it incurs in preparing or submitting an offer or in providing information to NCTD as it evaluates an offer.
2. All unsolicited offers submitted to NCTD become the property of NCTD and public records and, as such, may be subject to public review and use by NCTD. Documents protected by law from public disclosure will not be disclosed by NCTD if clearly marked as described in Section 3.4 of this policy. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Civil Code section 3426.1(d). Only information claimed to be a trade secret at the time of submittal to NCTD and marked as required in this policy will be treated as a trade secret. To the extent that an entire offer is marked as confidential or a trade secret, such designations will not be effective, and the offer will be rejected. To the

extent that an offeror marks any information as either confidential or a trade secret, the offeror thereby agrees to defend and indemnify NCTD in the event that NCTD's non-disclosure is challenged in any legal action.

3. Offerors who wish to release information regarding evaluation, selection, or contract awards information in a press release or its promotional materials prior to the time a public announcement is made by NCTD must receive prior written approval from NCTD.

Approvals

Board Chair   Date

Chief Executive Officer   Date

Deputy Chief Executive Officer/ Chief General Counsel   Date

Board Policy No. 34 - Unsolicited Proposal Policy

Date	Revision No.	Resolution No.	Comments
10/17/2019	Adopted	19-06	
10/20/2022	1	22-18	2022 Revision
10/17/2024	2	24-08	2024 Revision: Updates to Position Titles
10/23/2025	3	25-06	2025 Revision: Updates to Logo and Position Titles

Review Proposed Modifications to NCTD Board Policies

Regular Board Meeting
October 23, 2025

COASTER SPRINTER BREEZE FLEX LIFT NCTD

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

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Overview

- Board Policy No. 1, *General Provisions*, establishes the process for developing, adopting, and implementing Board policies and procedures.
- At least annually, staff must review and suggest revisions, if any, to existing Board policies.
- Most proposed revisions are not substantive in nature and are made to address required administrative, legal, or regulatory revisions.

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

- The following policies were revised for administrative (A) purposes to update agency name, logo and position titles for the Chief Executive Officer and Deputy Chief Executive Officer/Chief General Counsel.

Policy Number	Name
1	General Provisions
2	Appointment to Board of Directors
4	Rules of Procedure
6	Ethics Training
7	Board Member Compensation and Travel Expense Reimbursement
9	Investment Policy
10	Cash Reserve Funds

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	Name
11	Real Estate
12	Excess Real Property Utilization Plan
13	Advertising Concessions and Merchandising
14	Record Management and Document Control
15	Records Retention Policy and Schedule – RRS
16	Public Records Requests
17	Budget Development
18	Railroad Safety and Community Enhancement Projects
19	Delegation of Authority to Chief Executive Officer

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	Name
20	Complimentary Transit Passes
21	Complementary ADA Paratransit Program
22	Service Requests
23	Railroad Construction Scheduling and Management
24	Employee Drug and Alcohol Policy
26	Discrimination Complaint Procedures
27	Equal Employment Opportunity (EEO)
28	Fraud Prevention

Non-Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	Name
29	Capitalization and Asset Management
30	Threshold for Major Service Change
31	Threshold for Disparate Impact on Minority Populations
32	Threshold for Disproportionate Burden
33	Joint Use and Development of Real Property
34	Unsolicited Proposal Policy

Substantive Revisions – Administrative (A), Legal (L) or Regulatory (R)

Policy Number	NAME	DESIGNATOR
3	Committees and External Appointments	(A)(L)
5	Public Notice and Participation	(A)(L)(R)
8	Conflict of Interest	(A)(L)
25	Disadvantages Business Enterprise (DBE)	(A)(R)

Board Policy No. 3 – Committee and External Appointments

- Revisions to structure of internal committee scheduling. Establishing a defined schedule within the policy will provide greater clarity for Board Members interested in joining a committee and help reduce scheduling challenges.
- Align committee schedules with other regional transit agencies (SANDAG, MTS, OCTA, LOSSAN).

Board Policy No. 5 – Public Notice and Participation

- Added a budget adoption requirement for a public hearing under California’s open meeting and public agency laws (e.g., the Brown Act, Gov. Code § 54950 et seq.)
- Revisions to Public Participation Process based Executive Order (EO) 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity", signed by President Trump on January 21, 2025, which revoked EO 12898, "Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations‟.

Board Policy No. 8 – Conflict of Interest

- Revisions were made to ensure compliance with the Political Reform Act (Gov. Code sections 81000, et seq.) and the Fair Political Practices Commission (FPPC) regulations. The legal component involves confirming that the new administrative process—electronic filing through the web portal managed by the County of San Diego—continues to satisfy all statutory and FPPC requirements related to filing, retention, and public access.
- Added and removed positions to streamline position categories.

Board Policy No. 25 – Disadvantaged Business Enterprise (DBE)

- Revised policy language for NCTD’s DBE Program to ensure compliance with the U.S. Department of Transportation’s (DOT) interim final rule (IFR) issued on September 30, 2025, regarding the DBE program. The rule eliminates the longstanding race- and sex-based presumptions of disadvantage that had automatically classified women and certain racial or ethnic groups as “socially and economically disadvantaged”.

Next Steps

- The Executive Committee met on October 13, 2025 to discuss potential modifications to Board Policies.
- Following discussion today, the Board may consider adopting Resolution No. 25-06 to approve the proposed modifications.

Questions?

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
16

STAFF REPORT

APPROVE ANNUAL PERFORMANCE EVALUATION AND RELATED ACTIONS FOR DEPUTY CHIEF EXECUTIVE OFFICER/CHIEF GENERAL COUNSEL

Time Sensitive: ☒ **Consent:** ☐

STAFF RECOMMENDATION: Receive recommendation from the Executive Committee related to the annual performance evaluation for the Deputy Chief Executive Officer/Chief General Counsel and approve any proposed recommendations from the Executive Committee and/or the full Board of Directors.

BACKGROUND INFORMATION: Lori A. Winfree, Deputy Chief Executive Officer/Chief General Counsel, is employed by the North County Transit – San Diego Railroad (NCTD) by way of an Employment Agreement (Agreement) negotiated and approved by the NCTD Board of Directors (Board). In accordance with the Employment Agreement and Board Policy No. 3 - *Committees and External Appointments*, Section 1.d., the Executive Committee is tasked with conducting the annual performance evaluation for the Deputy Chief Executive Officer/Chief General Counsel.

The Executive Committee met in Closed Session, pursuant to Government Code §54957.6, on October 13, 2025, to evaluate the Deputy Chief Executive Officer/Chief General Counsel's performance for this rating period, which was determined to exceed expectations, and has developed recommendations which encompass various items for consideration by the full Board. The Board will meet in Closed Session pursuant to Government Code §54957.6 to review and consider the Executive Committee's recommendations and anticipates providing a summary recommendation for Board consideration in open session thereafter.

Based on the above, it is recommended that the Board of Directors receive a recommendation from the Executive Committee and approve the annual performance evaluation for the Deputy Chief Executive Officer/Chief General Counsel per their Employment Agreement and any recommendations from the Executive Committee and/or the full Board of Directors.

ATTACHMENT: None

FISCAL IMPACT: Any costs associated with this item through June 30, 2026, if approved, are programmed in the FY2026 budget in operating accounts 357.501xxx and 357.502xxx. Any future costs will be budgeted through the annual operating budget process.

COMMITTEE REVIEW: Executive Committee

Date: October 13, 2025

STAFF CONTACT: **Karen L. Tucholski, Senior Legal Counsel – Regulatory Compliance**
E-mail: ktucholski@nctd.org Phone: 760-966-6574

NORTH COUNTY TRANSIT
SAN DIEGO RAILROAD

Agenda Item #
17

STAFF REPORT

APPROVE ANNUAL PERFORMANCE EVALUATION AND RELATED ACTIONS FOR CHIEF EXECUTIVE OFFICER

Time Sensitive: ☒ **Consent:** ☐

STAFF RECOMMENDATION: Receive recommendation from the Executive Committee related to the annual performance evaluation for the Chief Executive Officer and approve any proposed recommendations from the Executive Committee and/or the full Board of Directors.

BACKGROUND INFORMATION: Shawn M. Donaghy, Chief Executive Officer, is employed by the North County Transit – San Diego Railroad (NCTD) by way of an Employment Agreement (Agreement) negotiated and approved by the NCTD Board of Directors (Board). In accordance with the Employment Agreement and Board Policy No. 3 - *Committees and External Appointments*, Section 1.d., the Executive Committee is tasked with conducting the annual performance evaluation for the Chief Executive Officer.

The Executive Committee met in Closed Session, pursuant to Government Code §54957.6, on October 13, 2025, to evaluate the Chief Executive Officer's performance for this rating period, which was determined to exceed expectations, and has developed recommendations which encompass various items for consideration by the full Board. The Board will meet in Closed Session pursuant to Government Code §54957.6 to review and consider the Executive Committee's recommendations and anticipates providing a summary recommendation for Board consideration in open session thereafter.

Based on the above, it is recommended that the Board of Directors receive a recommendation from the Executive Committee and approve the annual performance evaluation for the Chief Executive Officer per their Employment Agreement and any recommendations from the Executive Committee and/or the full Board of Directors.

ATTACHMENT: None

FISCAL IMPACT: Any costs associated with this item through June 30, 2026, if approved, are programmed in the FY2026 budget in operating accounts 360.501xxx and 360.502xxx. Any future costs will be budgeted through the annual operating budget process.

COMMITTEE REVIEW: Executive Committee

Date: October 13, 2025

STAFF CONTACT: **Karen L. Tucholski, Senior Legal Counsel – Regulatory Compliance**
E-mail: ktucholski@nctd.org Phone: 760-966-6574