

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY BOARD OF DIRECTORS

Meeting Agenda MONDAY May 20, 2024

3:30 PM

San Ramon Valley School District Office 699 Old Orchard Drive Danville, CA 94526

Written public comment may be submitted in advance of the meeting via email to <u>admin@ridetraffix.com</u>.
Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the TRAFFIX Board of Directors before or during the meeting.
Please submit public comments as soon as possible so that they can be provided to the TRAFFIX Board of Directors before, and, as feasible, during the meeting.

Any document provided to a majority of the members of the Measure J Traffic Congestion Relief Agency (TRAFFIX) Board of Directors regarding any item on this agenda will be made available for public inspection at the meeting. Members of the public may arrange to view documents after the meeting by calling the TRAFFIX Administrative Coordinator at 925-973-2649 during normal business hours.

- I. Call to Order
- II. Roll Call
- III. Public Comment
- IV. Order of the Agenda
- V. Consent Calendar
 - A. Approve the Summary of Actions from March 18, 2024 Meeting Notes

VI. Reports and Presentations

- A. Receive and Approve the TRAFFIX Audit Fiscal Year ending June 30, 2023
- **B. Receive Update** from the Administrative Coordinator on Pass Sales, Operations Marketing, and Outreach
- C. Receive First Student Location Manager Report
- VII. Old Business
 - A. Receive Update on the winner of Bus Pass Design Contest
 - B. Review Customer Service Survey for the 2023/24 school year

VIII. New Business

- A. Elect TRAFFIX Chair and Vice Chair for the 2024/25 School Year
- B. Receive and Approve updated meeting schedule
- C. Review and Approve contract with JJACPA Accounting firm
- **D.** Review and Approve SRVUSD MOU renewal
- E. Review and Approve Request for Proposal (RFP) for new bus vendor 2025.26 school year
- F. Review and Approve TRAFFIX Financial Plan for FY 2024/25

Adjournment: The next scheduled meeting is Monday, July 15, 2024, at 3:00 PM at the District II Supervisor's office or another location as selected.

CERTIFICATION

I hereby certify that the foregoing agenda was posted at the San Ramon Valley School District Office, 699 Old Orchard Drive, Danville, CA 72 hours in advance of the noted meeting.

Mana Israel Samuels

Ilana Israel Samuels, Director, Communications & Community Relations San Ramon Valley School District



TRAFFIX BOARD OF DIRECTORS

Monday May 20, 2024

Consent Calendar

V. A. Approve the Summary of Actions from the March 18, 2024 meeting



MEASURE J TRAFFIC CONGESTION RELIEF AGENCY BOARD OF DIRECTORS

Meeting Agenda MONDAY March 18, 2024

3:30 PM

San Ramon Valley Unified School District Office 699 Old Orchard Drive Danville, CA 94526

Written public comment may be submitted in advance of the meeting via email to <u>admin@ridetraffix.com</u>. Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the TRAFFIX Board of Directors before or during the meeting. Please submit public comments as soon as possible so that they can be provided to the TRAFFIX Board before, and, as feasible, during the meeting.

Any document provided to a majority of the members of the Measure J Traffic Congestion Relief Agency (TRAFFIX) Board of Directors regarding any item on this agenda that is not already included in the agenda packet will be made available for public inspection at the meeting. Members of the public may arrange to view documents after the meeting by calling the TRAFFIX Administrative Coordinator at 925-973-2649 during normal business hours.

- I. Call to Order Vice Chair Andersen called the meeting to order at 3:30pm.
- II. Roll Call Vice Chair Andersen asked Kellie Fahey to conduct roll call.

Present: Director Supervisor Candace Andersen (CCTA), Director Rachel Hurd (SRVUSD), Director Karen Stepper (Danville), Director Newell Arnerich (Danville), Marisol Rubio (City of San Ramon), Chris Weeks (San Ramon), Andy Dillard (Danville), Adam Cleary (Danville), Robert Sarmiento (Contra Costa County), Michael Conneran (TRAFFIX attorney), Ilana Israel Samuels (SRVUSD), Kellie Fahey (Administrative Coordinator)

Absent: Director Bratt, Director Perkins

- **III. Public Comment –** no public comment.
- **IV.** Order of the Agenda Audit report removed from the agenda as auditor unable to attend the meeting. No other changes.
- V. Consent Calendar
 - a. Approve the Summary of Actions from January 22, 2024, Meeting

The Summary of Actions from January 22, 2024, is approved as amended with the correction from Director Hurd item VI. Section b. Director Hurd was approached by Richard Severely (Trustee from Moraga), who inquired if there was a way to tap into the state school transportation dollars.

Motion to approve Director Stepper, Second Director Hurd Motion Passes 5-0

VI. Old Business

- **a.** Receive and Approve the TRAFFIX Audit Fiscal Year ending June 30, 2023 This item was removed from the agenda. Postponed to the next board meeting.
- b. Approve the Level of Service Analysis conducted by TJKM Consulting

Motion to approve Director Stepper, Second Director Arnerich Motion Passes 5-0

VII. Reports and Presentations

a. Receive Updates prepared by Administrative Coordinator on Pass Sales, Operations, Marketing and Outreach

PASSES: 1301 passes have been purchased. The final pass sales number last year was 1281. Since the last meeting on Jan 22, 2 new passes have been sold.

Pass sales will start last week in April or First week in May. There have been 18 incidents reported since the beginning of January. The violations included moving around the bus while the vehicle was in motion, not wearing seatbelts, as well as swearing and/or yelling at other students. As these violations are happening more frequently, it is a huge distraction for the drivers, creating a safety concern. Mainly these incident reports are at the high school level. Communication has been sent to the school Resource Officer for assistance in discussing safety on board the bus.

There was a follow up 'restorative meeting' with the Silver family. Henry Cooper, Donna Grim, the Silver family and the Administrative Coordinator of the Program were in attendance. Apologies were made on both sides and the students resumed riding the bus.

Update on outreach and marketing

Over the last couple months waterproof posters have been delivered to each TRAFFIX school advertising the program. Additionally, new posters have been created for the poster holders at the entrance of each bus. As pass sales are in the coming up for the 2024.25 school year, a large focus will be emphasized on pass schools to TRAFFIX and feeder schools. This will start upon the approval of the new proposed rate coming up later in the meeting. Social media, school & TRAFFIX website, constant contact, and alerts to parents regarding pass sales.

For the new Cal High route, flyers will be hand delivered to parents picking up students at the back side of Cal high. Additionally, a direct mailer and/or email will be sent to all enrolled students that live in the neighborhoods of the new routes.

Upcoming TRAFFIX attending the following events: Truck Time (May 4), 4th of July parade, Bike Rodeo with street smarts. TRAFFIX will be tabling at all middle school and elementary TRAFFIX served schools.

b. Receive First Student Location Manager Report

Starting to wind down the school year. All systems are running smoothly with a full complement of drivers. TRAFFIX is down one bus due to a minor collision. No students were on the bus or injuries involved. Ms. Fahey commented that First Student performance was excellent.

VII. New Business

a. Review and Approve the Mid-Year Budget

Chris Weeks reviewed the updates to the annual budget, through the midyear. Parent contributions are lower than expected. Too high of a goal post Covid resulting in lower-than-expected parent contributions. The pass revenue is the only component of the budget we have as a group. TAG is working on incentivizing ridership and changes in costs. T1 and Measure J hopefully will continue funding the program. Fortunately, Measure J appears to stay the same.

Director Andersen asked Robert Sarmiento why the T-1 shows a deficit of \$8000. Robert responded that he would investigate it and get back to the Board.

Director Arnerich commented that pass sales need to increase.

Motion to approve Director Arnerich, Second Director Hurd

Motion Passes 5-0

b. Review and Approve 2024 Spring Promotion for Bus Pass Sales

Ms. Fahey requested that the Board approve a Spring Promotion for the remaining 6-8 weeks of the school year for a reduced fee of \$150.00.

Motion to approve Director Arnerich, Second Director Andersen

Motion Passes 5-0

c. Review and Approve one year contract extension with First Student

TRAFFIX Legal Counsel, Michael Conneran spoke about the one-year contract extension with First Student. The existing contract expires at the end of this school year. As mentioned at the last meeting, TAG went back and forth with pricing negotiations for a 3–5-year contract with First Student. First Student came back with a price that was more than TRAFFIX could accept. TAG then requested pricing for a one-year extension. The current contract is for 5 years with 3 one-year extensions. The one-year extension required a negotiation for pricing. The price proposed by First Student was a 29.3% increase. TAG is requesting that the Board approve the one-year extension at \$873.20 daily rate per bus.

Motion to approve Director Arnerich, Second Director Hurd

Motion Passes 5-0

d. **Discuss and Approve** the TRAFFIX Bus Pass Fare Rate Schedule for the 2024/2025 school year.

Ms. Fahey stated that based on the subcommittee consideration of the increase of 29.3% for the one-year contract extension for the First Student contract, TAG is recommending having incremental increases in the bus pass fare rate.

Mr. Dillard explained that the proposed fare increase of 33% was discussed at an ad hoc subcommittee meeting in conjunction with a current the current reserve amounts to help illustrate the scenarios of keeping the current pass rate, an increase to 50% and then 100% increase would affect our budget and reserves. The current bus pass fares have not been raised since 2019 to encourage ridership post Covid.

Director Stepper did not agree with the rate increase. She commented that TRAFFIX would lose significant ridership. Director Arnerich commented that if we lose ridership we may need to drop a few routes. However, it would be best to raise the rates in incremental stages over the next three years.

Director Hurd commented that the decision to raise rates for the 2019.20 school year prior to Covid but the increase was stalled.

The increase of 33% was approved by the Board for one year.

Motion to approve Director Arnerich, Second Director Hurd Motion Passes 4-0 e. **Discuss** Potential investment of TRAFFIX reserves. funds.

Ms. Fahey will bring this item back for further discussion and approval of possible investment of funds into a LAIF account.

f. Review and Approve 2024-2025 TRAFFIX Marketing and Outreach Plan

Annually, the TRAFFIX Program Administrator provides a marketing plan accompanied by a proposed budget for the upcoming school year. The marketing has been stepped up with more social media presence, printed posters, in person events such as parades, school registrations and community events. The promotional posters and giveaway items should carry through too much of next year. During the 2023/34 school year, there were large purchases of promotional items, new brochures, banners, and printing of posters.

Director Hurd suggested that the Level of Service and new routes need to be mentioned.

Director Rubio requested that it be mentioned we promote safety, traffic reduction, greenhouse gas reduction.

Director Hurd mentioned that a student being part of the CAC would be helpful.

No Board approval required for this agenda item.

Adjournment: The next scheduled meeting is Monday, May 20, 2024, at 3:30pm at the San Ramon Valley Unified School District Office, 699 Old Orchard Drive, Danville, CA. The agenda will be posted 72 hours in advance of the noted meeting.

CERTIFICATION

I hereby certify that the foregoing agenda was posted at the San Ramon Valley Unified School District Office, 699 Old Orchard Drive, Danville, CA 72 hours in advance of the noted meeting.

Ilana Israel Samuels, Director, Communications & Community Relations San Ramon Valley Unified School District



TRAFFIX BOARD OF DIRECTORS

Monday May, 20, 2024

- VII. Reports and Presentations
 - A. Receive and Approve the TRAFFIX Audit Fiscal Year ending June 30, 2023
 - B.Receive Update from the Administrative Coordinator on Pass Sales, Operations, Marketing and Outreach
 - C.Receive First Student Location Manager Report



DATE: May 20, 2024

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Group (TAG)

ITEM VI.A. – Receive and Approve TRAFFIX Audit Fiscal Year Ending June 30, 2023

Background

Each December, an independent auditor performs an audit of the financial statements of The Measure J Congestion Relief Agency (TRAFFIX). The TRAFFIX Board of Directors then appoints an ad-hoc audit subcommittee to receive and review the auditor's reports and recommendations. The audit subcommittee met on Friday, February 23, 2024 to receive and review the auditor's findings.

Recommendation

Staff recommends that the TRAFFIX Board of Directors receive the report of the ad-hoc audit subcommittee and approve the TRAFFIX fiscal year audit ending June 30, 2023.

ATTACHMENT

a. Audit Booklet

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) BASIC FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

MEASURE J TRAFFIX CONGESTION RELIEF AGENCY (TRAFFIX) BASIC FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2023

Table of Contents

Page

Independent Auditor's Report	
Basic Financial Statements	
Agency-Wide Financial Statements:	
Statement of Net Position	,
Statement of Activities4	ŀ
Governmental Funds – General Fund:	
Balance Sheet	;
Reconciliation of the Governmental Fund Balance to the Statement of Net Position5	;
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual6	,
Reconciliation of the Net Change in Fund Balances-Total Governmental Funds With the Statement of Activities	,
Notes to Basic Financial Statements9)



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the Measure J Traffic Congestion Relief Agency (TRAFFIX) San Ramon, California

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities and General Fund of the Measure J Traffic Congestion Relief Agency (TRAFFIX), California, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise TRAFFIX's basic financial statements as listed in the Table of Contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of the TRAFFIX as of June 30, 2023, and the changes in its net position and budgetary comparisons listed as part of the basic financial statements for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of TRAFFIX and to meet our other ethical responsibilities, in accordance with the relevant ethical requirement relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Other Matters

Other Information

TRAFFIX has not presented Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be a part of, the basic financial statements.

Pleasant Hill, California DATE

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) STATEMENT OF NET POSITION JUNE 30, 2023

	Governmental Activities
ASSETS	
Cash and Investments (Note 3)	\$3,184,373
Accounts Receivable - Measure J	219,997
TDM Funds Receivable	90,000
Prepaid Expense	2,195
Total Assets	3,496,565
LIABILITIES	
Accounts Payable	22,047
Unearned Revenue	336,520
Total Liabilities	358,567
NET POSITION (Note 5)	
Unrestricted	3,137,998
Net Position	\$3,137,998

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2023

	Governmental Activities
PROGRAM REVENUES	
Intergovernmental Allocations:	
Measure J	\$2,446,144
Transportation Demand Management Funds	90,000
Parent Contributions (Fare Box)	557,377
Interest	5,380
Total Program Revenues	3,559,179
PROGRAM EXPENSES	•
Public Ways and Facilities:	
Contract Services	3,033,260
Marketing and Sales	7,689
Website	25,235
Hosting Fees	5,520
Monitoring	86,693
Total Program Expenses	3,158,397
Change in Net Position	400,782
Net Position-Beginning	2,737,216
Net Position-Ending	\$3,137,998

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) GOVERNMENTAL FUNDS - GENERAL FUND BALANCE SHEET JUNE 30, 2023

ASSETS

Cash and Investments (Note 3)	\$3,184,373
Accounts Receivable - Measure J	219,997
TDM Funds Receivable	90,000
Prepaid Expense	2,195
Total Assets	\$3,496,565
LIABILITIES	
Accounts Payable	\$22,047
Unearned Revenue	336,520
-	550,520
Total Liabilities	358,567
DEFERRED INFLOWS OF RESOURCES	
Deferred CCCTA Remittances	219,997
Total Deferred Inflow of Resources	219,997
FUND BALANCES (Note 5)	
Unassigned	2,918,001
Total Fund Balance	2,918,001
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$3,496,565
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE	
TO THE STATEMENT OF NET POSITION	
Fund balance from above	\$2,918,001
Amounts reported for Governmental Activities in the	
Statement of Net Position are different from those reported	
in the Governmental Funds above because of the following:	
The deferred inflows of resources below are not due and	

payable in the current period and therefore are not reported in the Governmental Funds.

Net Position of Governmental Activities

\$3,137,998

219,997

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) GOVERNMENTAL FUNDS - GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL FOR THE YEAR ENDED JUNE 30, 2023

	Budget			Variance Final Budget
	Original	Amended	Actual	Positive (Negative)
REVENUES				
Intergovernmental Allocations: Measure J	\$2,400,000	\$2,400,000	\$2,422,144	\$22,144
Management Funds	90,000	90,000	90,000	
County Service Area T-1 Funds	271,000	271,000	460,278	189,278
Parent Contributions (Fare Box)	677,525	677,525	557,377	(120,148)
Miscellaneous - Interest	283	283	5,380	5,097
Total Revenues	3,438,808	3,438,808	3,535,179	96,371
EXPENDITURES	$\langle \rangle$			
Contract Services	3,086,775	3,089,053	3,033,260	55,793
Marketing and Sales	19,740	19,740	7,689	12,051
Supplies	3,000	3,000		3,000
Website	12,500	12,500	25,235	(12,735)
Hosting Fees	2,000	2,000	5,520	(3,520)
Monitoring			86,693	(86,693)
Total Expenditures	3,124,015	3,126,293	3,158,397	(32,104)
NET CHANGE IN FUND BALANCE	\$314,793	\$312,515	376,782	\$64,267
Fund balance at beginning of year			2,541,219	
FUND BALANCE AT END OF YEAR			\$2,918,001	

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) Reconciliation of the NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS with the STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2023

The schedule below reconciles the Net Change in Fund Balance reported on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance, which measures only changes in current assets and current liabilities on the modified accrual basis, with the Change in Net Position of Governmental Activities reported in the Statement of Activities, which is prepared on the full accrual basis.

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$376,782
Amounts reported for governmental activities in the Statement of Activities	
are different because of the following:	
The amount below included in the Statement of Activities does not provide	
or (require) the use of current financial resources and therefore is not	
reported as revenue in governmental funds (net change)	
Deferred CCCTA Remittances	24,000
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$400,782

This Page Left Intentionally Blank

NOTE 1 – GENERAL

The Measure J Traffic Congestion Relief Agency (TRAFFIX) was established on October 18, 2008 under a joint powers agreement (JPA Agreement) among its members to reduce traffic congestion caused by parents driving their children to and from school through some of the San Ramon Valley's most congested intersections.

TRAFFIX is governed by a Board of Directors consisting of two representatives from each of the following members: the Town of Danville, the City of San Ramon and the San Ramon Valley Joint Unified School District, and one member from Contra Costa County. TRAFFIX has no employees and contracts out its services.

TRAFFIX contracts with JJACPA, Inc. for the maintenance of monthly bookkeeping, processing of disbursements and preparation of monthly Profit and Loss Statements and Balance Sheets.

Parents of students participating in the program must purchase annual bus passes online at the TRAFFIX website: http://www.ridetraffix.com/, However, bus pass revenues, termed Parent Contributions (Fare Box), in the accompanying financial statements are not sufficient to fund TRAFFIX operations. Expenses incurred in excess of these revenues are reimbursed primarily by Contra Costa County Measure J funds collected from a one-half cent sales tax measure approved by the voters of Contra Costa in 2004. Funds are to be expended in an effort to reduce congestion by providing alternatives to commuting in single occupancy vehicles. The Contra Costa Transportation Authority is responsible for administering Measure J and distributes funds to participating entities. Measure J funds allocated to TRAFFIX's members have been reallocated to TRAFFIX pursuant to the JPA agreement.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of TRAFFIX conform with generally accepted accounting principles applicable to governments. The following is a summary of the significant policies:

A. Basis of Presentation

TRAFFIX's Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the U.S.A.

These Statements require that the financial statements described below be presented.

Agency-wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government (TRAFFIX). These statements include the financial activities of the overall government. Governmental activities generally are financed through interest revenue and contributions from members.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of TRAFFIX's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.

B. Major Funds

Major funds are defined as funds that have either assets, liabilities, revenues or expenditures equal to ten percent of their fund-type total and five percent of the grand total. The General Fund is TRAFFIX's only fund and is always a major fund.

General Fund - The General Fund is the general operating fund of TRAFFIX. It is used to account for all financial resources. The major revenue sources for this Fund are Measure J revenues and fare box revenues. Expenditures are made for operation services and program administration.

C. Basis of Accounting

The Agency-wide financial statements are reported using the *economic resources measurement focus* and the full *accrual basis* of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable* and *available*. The Agency considers all revenues reported in the governmental fund to be available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Governmental capital asset acquisitions are reported as *expenditures* in governmental funds.

Exchange transactions, in which TRAFFIX receives user fees such as Parent Contributions (Fare Box) revenues in exchange for services are recognized when the service is performed. Parent Contributions (Fare Box) collected for the subsequent school year are deferred and recognized as revenues when services have been provided.

Non-exchange transactions, in which TRAFFIX gives or receives value without directly receiving or giving equal value in exchange, include grants and contributions. On an accrual basis, Measure J and Transportation Demand Management revenues are recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets or fund balance that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets or fund balance that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The Agency has only one item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, deferred CCTA remittances, is reported only in the governmental fund balance sheet. The governmental fund reports unavailable revenues from one source: accounts receivable. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

E. Budgets and Budgetary Accounting

TRAFFIX follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to the end of the fiscal year, a proposed operating budget is submitted to the Board of Directors for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them. The budget is legally enacted through adoption of a motion.
- Formal budgetary integration is employed as a management control device during the year. Budgets are adopted on a basis consistent with generally accepted accounting principles.
- Expenditures may not exceed appropriations at the fund level. Additional appropriations or interfund transfers must be approved by the Board.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Risk Management

The Joint Exercise of Powers Agreement for TRAFFIX requires that TRAFFIX have insurance in an amount sufficient to protect TRAFFIX and it Members. Insurance shall include coverage for automobile liability, comprehensive general liability, public officials' errors and omissions, workers' compensation, excess liability and other perils as directed by the Board of Directors.

The Agency is a member of the Special Liability Insurance Program (SLIP) which provides annual coverage for general liability, automobile liability, public official errors and omissions and employment practices.

The following is a summary of the insurance policies in force carried by TRAFFIX as of June 30, 2023:

Type of Coverage	Limits Deductibles	
General Liability	\$2,000,000	\$1,000
Automobile Liability	1,000,000	1,000
Public Officials Errors and Omissions	2,000,000	1,000
Employment Practices Liability	2,000,000	10,000

G. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. TRAFFIX categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

NOTE 3 – CASH AND INVESTMENTS

A. Classification

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

Deposits with financial institutions	\$2,800,076
Investments:	
Money market funds	2,505
Certificate of deposit	381,792
Total cash and investments	\$3,184,373

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, TRAFFIX will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651 through 53652, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its Agent having a fair value of 110% to 150% of TRAFFIX's cash on deposit. All of TRAFFIX's deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions in TRAFFIX's name.

B. Fair Value Hierarchy

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

Deposits with financial institutions, money market funds and certificates of deposit are measured at cost. Fair value is defined as the quoted market value on the last trading day of the period. These prices are obtained from various pricing sources by the custodian bank.

NOTE 4 – CAPITAL ASSETS

Major outlays for capital assets and improvements are capitalized as projects are constructed. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair market value on the date contributed.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each period represents that period's pro rata share of the cost of capital assets.

Depreciation of capital assets in service is provided using the straight line method which means the cost of the asset is divided by its expected useful life in periods and the result is charged to expense each period until the asset is fully depreciated. TRAFFIX has assigned 5 years for the useful life of website design costs, which were fully depreciated as of June 30, 2023.

NOTE 5 – NET POSITION AND FUND BALANCES

Net Position is measured on the full accrual basis while Fund Balance is measured on the modified accrual basis.

A. Net Position

Net Position is the excess of all the Agency's assets and deferred outflows over all its liabilities and deferred inflows, regardless of fund. Net Position is divided into three captions, which are determined only at the Government-wide level. However, TRAFFIX only has one category and is described below:

Unrestricted describes the portion of Net Position which is not restricted to use.

B. Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities. Portions of a fund's balance may be nonspendable, restricted, committed or assigned for future expenditures.

The Agency's fund balances are classified base on spending constraints imposed on the use of resources. For programs with multiple funding sources, the Agency prioritizes and expends funds in the following order: Unassigned, Restricted, Committed, Assigned. Each category in the following hierarchy is ranked according to the degree of spending constraint.

Nonspendable fund balances represent balances that are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted fund balances have external regulations imposed by outside entities, such as other governments, which restrict the expenditures of the restricted funds to the purpose intended by the entity which provided the funds. TRAFFIX cannot modify or remove these restrictions or reserves.

Commitments are imposed by TRAFFIX's Board to reflect future spending plans or concerns about the availability of future resources. Commitments may be modified, amended or removed by Board action.

Assigned fund balances are amounts constrained by TRAFFIX's intent to be used for a specific purpose, but are neither restricted nor committed.

Unassigned fund balances are those which are not unspendable, restricted, committed, or assigned.

NOTE 6 – TRANSPORTATION SERVICE CONTRACTOR

TRAFFIX has an agreement with a third party Contractor to provide transportation services to students attending schools within the City of San Ramon and Town of Danville. TRAFFIX incurred \$2,789,598 in fiscal year 2023. The term of the contract is for five school years and ends August 1, 2024.

NOTE 7 – RELATED PARTY TRANSACTIONS

Beginning July 2018, the City of San Ramon provides transportation program administrative services. Although TRAFFIX was created in part by the City of San Ramon, it is not part of the City's reporting entity. Program administrative services are billed separately and at amounts that will approximately recover the City's cost of providing such services. During the year ended June 30, 2023, expenditures for services provided by the City totaled \$178,373.

NOTE 8 – COMMITMENTS AND CONTINGENT LIABILITIES

TRAFFIX is subject to litigation arising in the normal course of business. In the opinion of legal counsel there is no pending litigation which is likely to have a material adverse effect on the financial position of TRAFFIX.



MEMORANDUM ON INTERNAL CONTROL

To the Board of Directors of the Measure J Traffic Congestion Relief Agency (TRAFFIX) San Ramon, California

In planning and performing our audit of the basic financial statements of TRAFFIX, as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered TRAFFIX's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of TRAFFIX's internal control. Accordingly, we do not express an opinion on the effectiveness of the TRAFFIX's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of TRAFFIX's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of management, Board of Directors, others within the organization, and agencies and is not intended to be and should not be used by anyone other than these specified parties.

Pleasant Hill, California DATE MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) REQUIRED COMMUNICATIONS FOR THE YEAR ENDED JUNE 30, 2023

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) REQUIRED COMMUNICATIONS

For the Year Ended June 30, 2023

Table of Contents

	Page
Required Communications	1
Significant Audit Matters:	
Qualitative Aspects of Accounting Practices	1
Difficulties Encountered in Performing the Audit	1
Corrected and Uncorrected Misstatements	2
Disagreements with Management	2
Management Representations	2
Management Consultations with Other Independent Accountants	2
Other Audit Findings or Issues	2



REQUIRED COMMUNICATIONS

To the Board of Directors of the Measure J Traffic Congestion Relief Agency San Ramon, California

We have audited the basic financial statements of the Measure J Traffic Congestion Relief Agency (TRAFFIX) for the year ended June 30, 2023. Professional standards require that we communicate to you the following information related to our audit under generally accepted auditing standards.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Accounting Policies - Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year, except as follows:

The following pronouncements became effective, but did not have a material effect on the financial statements:

GASB 91 – Conduit Debt Obligations GASB 94 – Public-Private and Public-Public Partnerships and Availability Payment Arrangements GASB 96 – Subscription Based Information Technology Arrangements GASB 99 – Omnibus 2022, paragraphs 11-25

Unusual Transactions, Controversial or Emerging Areas – We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates – Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Disclosures – The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We did not propose any audit adjustments that, in our judgment, could have a significant effect, either individually or in the aggregate, on the TRAFFIX's financial reporting process.

Professional standards require us to accumulate all known and likely uncorrected misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We have no such misstatements to report to the Board of Directors.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in a management representation letter dated DATE.

Management Consultations with Other Independent Accountants

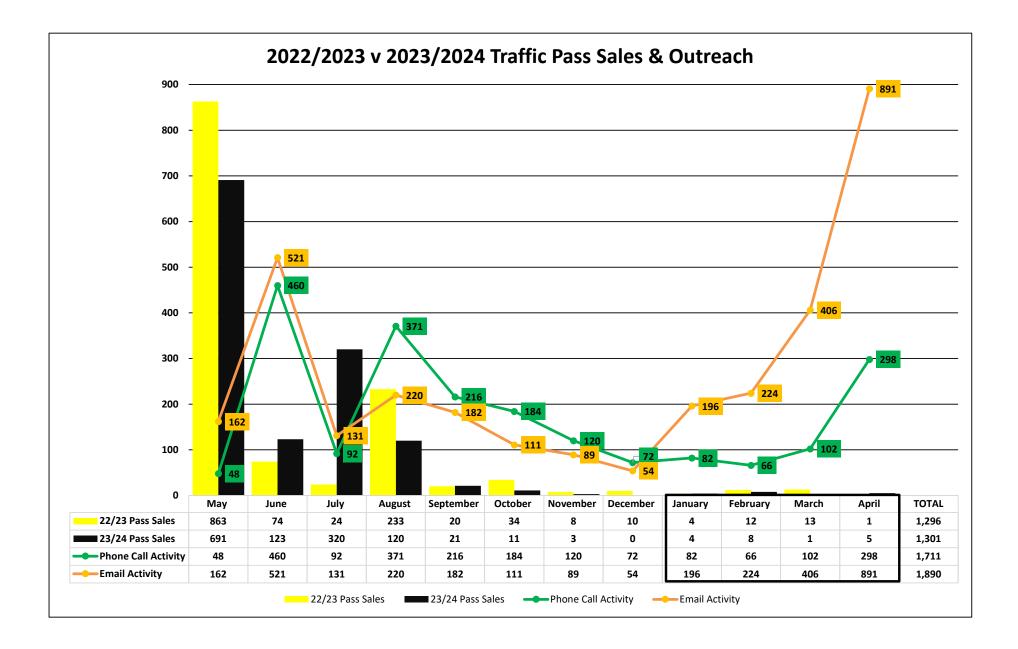
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to TRAFFIX's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

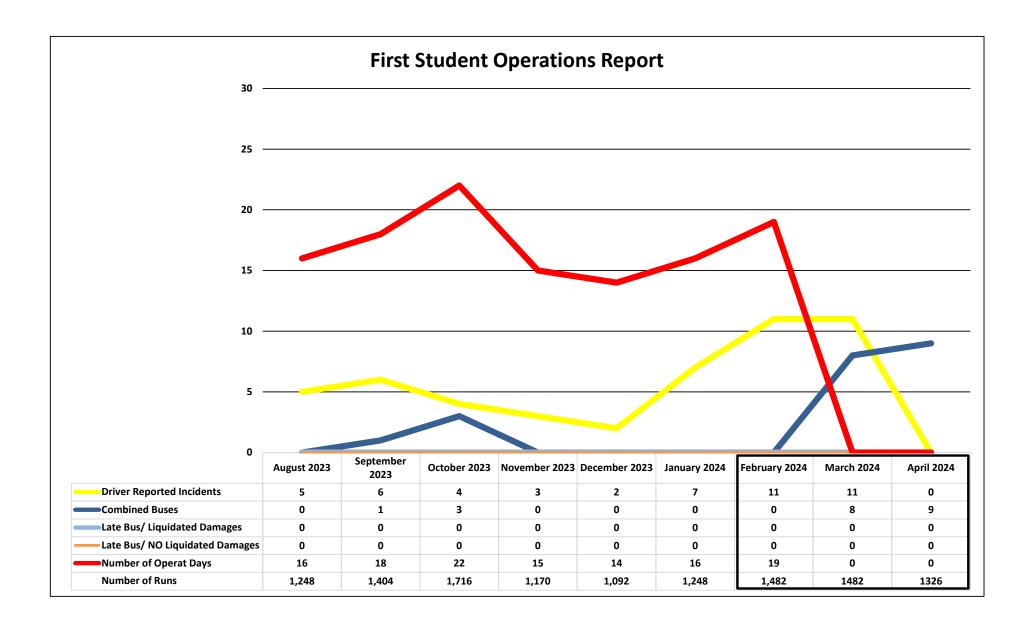
Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Pleasant Hill, California DATE







TRAFFIX BOARD OF DIRECTORS

Monday May 20, 2024

Old Business

- **A.Receive Update** on the winner of the Bus Pass Design Contest
- B. Review Customer Service Survey for the 2023/24 SY

BUS PASS DESIGN SUBMISSIONS 2024.25 School Year

1. Charlotte Flickenger, Grade 7 - Los Cerros

AWARD: HONORABLE MENTION

My name is Charlotte Fickinger, I am in 7th Grade at Los Cerros Middle School. I enjoy Art and playing the Baritone Saxophone, which has its own seat on bus LC9 sometimes. Outside school I enjoy ceramics and clay sculpture, I am also part of scouts BSA and hope one day to be an Eagle Scout.



2. Ysabella Zurbano, Grade 11 - Doughtery Valley High School.

My name is Ysabella Zurbano, someone who takes great passion in art and graphic design. As I find myself growing busy with other subjects, I hope to improve my art skills and become open to trying new things by taking part in more opportunities like this. I'm glad to have participated in this contest.



3. Lyra Masiel, 1st grade – Green Valley Elementary School

Lyra is a creative and inquisitive 1st grade student who loves to draw more than anything and enjoys riding the bus home from school every day.



4. Natalie Choi, 3rd Grade – Neal Armstrong Elementary

AWARD: 2ND PLACE

I am a 3rd grade student at Neil Armstrong Elementary School, I love playing soccer and drawing.

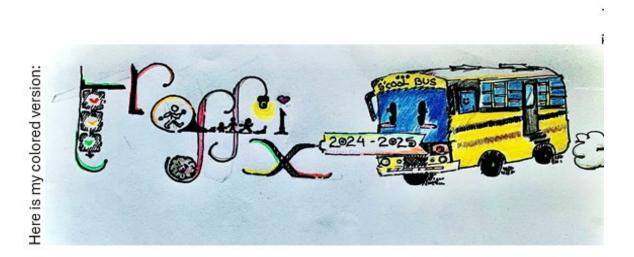


5. Joshitha Vazhapai Jaiganesh- 7th Grade Windemere Ranch Middle School

I'm a bit of an artist, and I like to sketch.

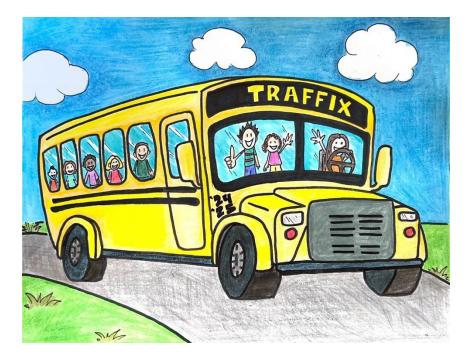
AWARD: 3RD PLACE





6. Ellie Cabrales, 2nd Grade - Vista Grande

My name is Ellie Cabrales, and I was the winner of last year's Traffix bus pass design. I continue to take the bus to and from school, and love meeting up with my friends. Traffix is the best way to travel to school and home because they are safe and always on time. The drivers are always polite. I hope all students get a chance to ride with Traffix. Thank you!



7. Ceili Dwyer Grade 11 – Monte Vista High School

I am a student at Monte Vista High School and have been in the SRVUSD school district for 7 years now. I moved to California from Narberth, PA in 2017 and I have ridden the bus every year since then. I was always fascinated by the bus pass designs. Occasionally while I am on my way to school I find myself analyzing and admiring them. I have always like to draw and thought this would be a fun opportunity to draw something I could look forward to seeing on the bus pass next year.



8. Sierra Francis, Grade 9

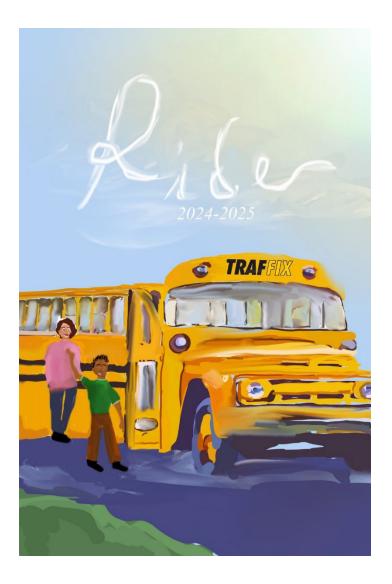
My name is Sierra Francis, I am in 9th grade.

I enjoy graphic design because I can make whatever and make it work. Graphic design contests are really fun to enter because it gives me a chance to get my work out there.



9. Ella Grace Forno –

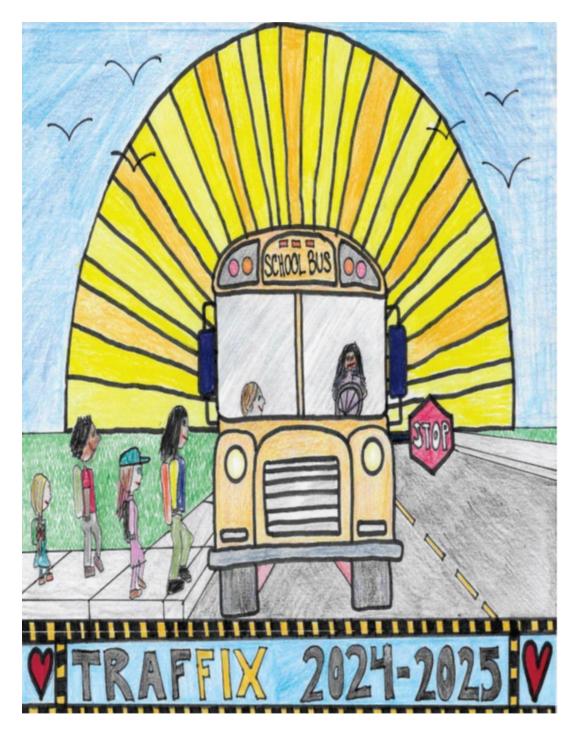
I am in the 7th grade and attend Los Cerros Middle School. My h obbies include painting, reading, soccer, hanging out with friends & family I have been riding the bus since 2019!



10. Silas Holland - 3rd grade at Neil Armstrong.

AWARD: 1ST PLACE

I am a nice, funny, and friendly kid. My hobbies are fishing, football, reading, basketball, baseball, and golf. This was my first year taking the bus and I had an excellent time.





SUBJECT:	Agenda Item VII. B 2023.24 TRAFFIX Customer Service Survey
FROM:	TRAFFIX Advisory Group
TO:	TRAFFIX Board of Directors
DATE:	May 20, 2024

Background

The TRAFFIX Program Administrator traditionally emails a customer satisfaction survey to all customers in the TRAFFIX database at the end of each school year. The survey is sent via Constant Contact. The collected data and feedback are utilized to improve customer service.

Discussion

For the 2023- 2024 school year, TRAFFIX will distribute the survey before Memorial Day to allow respondents to respond by the deadline of June 14, 2024. The communications plan is:

- Send the initial email out on May 22, 2024
- Ask principals at all schools served by TRAFFIX to include a reminder in their next newsletter prompting people to check their email for the survey.
- Send a survey reminder on May 30, 2024
- SRVUSD will post a link to the survey on their social media channels.
- Send a final survey reminder on June 12, 2024

The survey used last year was short and very effective. We collected 124 responses. TAG would like to utilize the same survey for the 2023/24 school year. Five (5) participants will be drawn to win a \$25 gift card.

Attachment:

2023.2024 Customer Service Survey questions.

* How is the quality of communication from TRAFFIX?

Excellent

Good

Acceptable

Unacceptable

) Other

* Overall, I am satisfied with my child(rens) school bus Transporation to and from school.

Strongly Agree

O Agree

Disagree

Strongly Disagree

🔵 Don't Know

What is the MAIN reason you chose to sign up your student to be a TRAFFIX rider?

I am a strong proponent of getting cars off the road and reducing traffic.

The bus saves me time.

- The bus saves me money.
- The bus is convenient.
- My student wanted to ride with friends.

Riding the bus helps my student become more independent.

Other:

How can we improve our service?

Submit Survey

* When I contact the TRAFFIX office, I am treated courteously and receive accurate information in a reasonable amount of time.

Strongly Agree

- Agree
- Disagree
- Strongly Disagree
- Don't Know

* My school bus driver provides timely pickup and drop off services.

- Strongly Agree
- 🔵 Agree
- O Disagree
- Strongly Disagree
- 🔵 Don't Know

* Student bus rules are enforced appropriately by the bus driver.

- Strongly Agree
- 🔵 Agree
- O Disagree
- Strongly Agree
- O Don't Know

* How is the quality of communication from TRAFFIX?

- Excellent
- Good
- Acceptable
- Unacceptable
-) Other



TRAFFIX BOARD OF DIRECTORS Monday May 20, 2024

VIII. New Business

- **A.Elect TRAFFIX Chair and Vice Chair** for the 2024/25 SY
- **B.Review and Approve** the Updated Meeting Schedule
- **C. Review and Approve** contract with JJACPA Accounting Firm
- **D.Review and Approve** SRVUSD MOU renewal
- **E. Review and Approve** Request for Proposal (RFP) for new bus vendor 2025/26
- **F. Review and Approve** TRAFFIX Financial Plan for FY 2024/25



DATE:	May 20, 2024
TO:	TRAFFIX Board of Directors
FROM:	TRAFFIX Administrative Coordinator
SUBJECT:	Item VIII A. – Elect TRAFFIX Chair and Vice Chair for the 2024-25 School Year

Background

Annually on July 1st, there is a rotation of Chair and Vice Chair on the TRAFFIX Board of Directors (BOD) among the four TRAFFIX member agencies. The following table identifies the regular past and upcoming rotations of TRAFFIX Chair and Vice-Chair.

School Year	Chair	Vice-Chair
2018-19	San Ramon	SRVUSD
2019-20	SRVUSD	County
2020-21	County	Danville
2021-22	Danville	San Ramon
2022-23	San Ramon	SRVUSD
2023-24	SRVUSD	County
2024-25	County	Danville
2025-26	Danville	San Ramon

For the 2023-24 School Year, Chair Laura Bratt from the San Ramon Valley Unified School District (SRVUSD) and Director Candace Andersen from the County assumed the position of TRAFFIX Chair and Vice-Chair, respectively.

Discussion

Per the regular rotation, for the 2024-25 School Year, SRVUSD and the County would serve as the TRAFFIX Chair and Vice-Chair respectively. However, the TRAFFIX BOD has the discretion to appoint different member agencies to serve as TRAFFIX Chair and Vice-Chair respectively.

Recommendation:

TAG recommends that the TRAFFIX BOD appoints the County to serve as the TRAFFIX Chair and the Town of Danville to serve as TRAFFIX Vice-Chair for the 2024-25 School Year, effective July 1, 2024 through June 30, 2025.

Safe. Simple. Smart.	7
	-
DRAFT 2024-2025 School Year Mee	ting Schedule
TRAFFIX Board of Directors (B0	(DC)
Monday, July 15, 2024	3:00 PM
Monday, September 16, 2024	3:30 PM
Monday, November 18, 2024	3:30 PM
Monday, January 20, 2025 (MLK Day) - Move mtg	3:00 PM
Monday, March 17, 2025	3:30 PM
Monday, May 19, 2025	3:30 PM
*TRAFFIX Technical Advisory Group	<u>ə (TAG)</u>
	14.00.004
Wednesday, July 3, 2024 Wednesday, September 4, 2024	11:00 AM 11:00 AM
Wednesday, November 6, 2024	11:00 AM
Wednesday, January 8, 2025	11:00 AM
Wedneday, March 5, 2025	11:00 AM
Wednesday, May 7, 2025	11:00 AM
*TRAFFIX Citizens Advisory Committ	
Tuesday, August 20, 2024	11:00 AM
Tuesday, October 15, 2024	11:00 AM
Tuesday, February 18, 2025	11:00 AM
Tuesday, May 20, 2025	11:00 AM
* TAG & CAC meetings will be held via TEAMS	



SUBJECT:	Item VIII C. – Consider Approval of TAG recommendation to extend the contract with JJACPA for accounting services for an additional year.
FROM:	TRAFFIX Administrative Coordinator
TO:	TRAFFIX Board of Directors
DATE:	May 20, 2024

Background

TRAFFIX currently conducts all accounting services with JJACPA, Inc. The firm is intimately familiar with the program and has consistently provided professional and accurate accounting services since contracting with them for the 2015-2016 school year. The price for the current fiscal year is \$13,900.

Discussion

JJACPA has requested to extend the initial contract an additional year without an increase in fees. As the firm has provided service to TRAFFIX since 2015/16, JJACPA is very familiar with the TRAFFIX program. Each month the Administrative Coordinator sends the accountant a spreadsheet which includes the monthly bank statement and copies of vendor bills to provide checks to pay, which they process in a consistently reliable manner. Additionally, during budget preparation, financial documents and assistance are provided. The communication between JJACPA and TRAFFIX has been consistently excellent and always very helpful with documents sent immediately when requested.

Recommendation:

It is TAG's recommendation that the BOD consider and approve extending the JJACPA contract for an additional year.

Attachment:

2024-2025 Professional Services Agreement between TRAFFIX and JJACPA Accounting Services Inc.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX) AND JJACPA, Inc. FOR BOOKKEEPING AND ACCOUNTING SERVICES

This is an Agreement between the Measure J Traffic Congestion Relief Agency -TRAFFIX, hereinafter referred to as "TRAFFIX" and JJACPA, Inc. hereinafter referred to as "CONTRACTOR," for Bookkeeping and Accounting Services for Measure J Traffic Congestion Relief Agency – TRAFFIX and is dated as of July 1, 2024.

WHEREAS, TRAFFIX desires to secure professional Bookkeeping and Accounting Services and CONTRACTOR is qualified and willing to provide such professional assistance.

NOW, THEREFORE, TRAFFIX and CONTRACTOR agree as follows:

1. <u>Scope of Service.</u> An outline of the scope of services, including mandatory time frames for performance, deadlines for providing deliverables to TRAFFIX, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to express the opinions required hereunder.

2. <u>Modification of Agreement.</u> TRAFFIX may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing by TRAFFIX'S designated program manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither TRAFFIX's request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the Amendment by TRAFFIX shall constitute authorization to proceed with the work identified therein.

- 3. <u>Term; Time of Performance.</u> CONTRACTOR'S performance shall be for a one-year period, ending on June 30, 2025. CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement. At the sole option of TRAFFIX, this Agreement may be extended for two additional one-year terms at a level of compensation to be mutually determined by the parties.
- <u>Compensation.</u> TRAFFIX agrees to pay CONTRACTOR at the hourly rate of \$125 per hour. However, the maximum amount paid for services in each fiscal year under this contract shall not exceed THIRTEEN THOUSAND TWO HUNDRED DOLLARS (\$13,200). Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

5. **Designated Representatives.**

- (a) TRAFFIX designates TRAFFIX program manager, or his/her designee, as its representative in all matters under this Agreement.
- (b) CONTRACTOR designates Joseph J. Arch, Partner, as its representative for this Agreement. CONTRACTOR may designate a different representative only with prior written authorization from TRAFFIX.
- 6. <u>Cooperation of TRAFFIX.</u> TRAFFIX shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
- 7. Independent Contractor. CONTRACTOR is an independent CONTRACTOR and shall not for any purpose be deemed to be an employee, agent, or other representative of TRAFFIX. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the TRAFFIX.
- 8. <u>Proprietary or Confidential Information.</u> CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or confidential information owned or controlled by TRAFFIX. Such information may contain proprietary or confidential details, the disclosure of which may be damaging to TRAFFIX or to third parties.

CONTRACTOR agrees that all information disclosed to CONTRACTOR by TRAFFIX shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own proprietary or confidential information.

- 9. <u>Work Product.</u> The work product of CONTRACTOR in performing this Agreement shall become the property of TRAFFIX. However, copies of such work product shall be provided to TRAFFIX not only as a hard copy but an electronic version recorded on CD or emailed in Microsoft Word, Access, Intuit Quickbooks, or Excel format, but for the Financial Reports and bank reconciliations, PDF format shall be sufficient.
- 10. <u>Financial Records of Contractor.</u> CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit TRAFFIX to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by TRAFFIX for the last invoice for such services to be provided.
- 11. <u>Conflict of Interest.</u> CONTRACTOR shall comply with TRAFFIX Resolution No. 2006-01, Conflict of Interest Code, as amended, and will file all required disclosure statements.
- 12. <u>Nondiscrimination.</u> CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual preference, national origin, disability or other condition protected by law.
- **13.** <u>Indemnification.</u> CONTRACTOR shall indemnify, defend, and hold harmless TRAFFIX, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of CONTRACTOR, its subcontractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

CONTRACTOR shall hold TRAFFIX, its officers and employees, harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors and/or agents, either against CONTRACTOR and/or TRAFFIX, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of TRAFFIX.

- 14. <u>Insurance.</u> CONTRACTOR shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following policies of insurance, certificates, or binders as necessary to establish that the coverage described below is in place with companies licensed to do business in California. If requested, CONTRACTOR shall provide TRAFFIX with copies of all insurance policies. The insurance coverage shall include:
 - A. <u>Commercial General Liability Insurance.</u> Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability and, if necessary, products and completed operations or owners and protective liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded TRAFFIX shall be primary insurance. Any other insurance available to TRAFFIX under any other policies shall be excess insurance. Limits of liability shall include the following:

- (1) Bodily injury, one million dollars (\$1,000,000)
- (2) Property damage, one million dollars (\$1,000,000) or
- (3) Combined single limit (CSL) for bodily injury and property damage, one million dollars (\$1,000,000) per accident for bodily injury and property damage.

If the policy is a "claims made" policy, the following endorsements shall be included:

- (1) The retroactive shall be the effective date of this Agreement or a prior date.
- (2) The extended reporting or discovery period shall be not less than thirty-six (36) months.
- B. <u>Automobile Liability Insurance.</u> Automobile liability insurance, including all owned, non-owned and hired automobiles used by the CONTRACTOR or its agents in the performance of this Agreement shall have a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.
- C. <u>Worker's Compensation Insurance</u>. Worker's Compensation insurance as required by the laws of the State of California and coverage for Employers Liability with limits not less than one million dollars (\$1,000,000).

CONTRACTOR is aware of provisions in the California Labor Code, which require every employer to provide Worker's Compensation coverage, or to self-insure in accordance with provisions of that Code. CONTRACTOR shall comply with those provisions before commencing work hereunder and throughout the term of this Agreement. Likewise, CONTRACTOR shall require all of its subcontractors to comply with those provisions.

- D. <u>Professional Liability Insurance</u>. Professional liability (errors and omissions) insurance is required in the amount of one million dollars (\$1,000,000) per claim and in the aggregate for two (2) years beyond completion of this Agreement.
- **15.** <u>Additional Insurance Provisions.</u> The following additional provisions apply to the insurance coverage required as indicated in paragraph 15 above.
 - A. <u>Additional Insured.</u> CONTRACTOR shall name TRAFFIX, its directors, officers, agents, and employees as additional insured in the aforementioned Comprehensive Commercial General Liability and Automobile Liability policies. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on CH20 10 11 85 (or more recent) form and/or CA 20 48 form.
 - B. <u>Notice of Cancellation.</u> CONTRACTOR shall give 30 days' written notice to TRAFFIX prior to cancellation of any insurance policy required under this contract and shall cause the general liability and worker's compensation insurers to issue a document stating that they will also provide such notice to the TRAFFIX, if the insurers offer this service. As well, CONTRACTOR shall provide notice to TRAFFIX no later than three business days after receiving a notice of cancellation from any insurer providing insurance coverage CONTRACTOR is required to maintain under this agreement.
 - C. <u>Certificate Holder</u>. The certificate holder shall be TRAFFIX. Copies of the certificate shall be provided to the person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.
 - D. <u>Insurance Rating.</u> Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of California, and shall be acceptable to TRAFFIX.

- E. <u>Replacement Coverage.</u> In the event CONTRACTOR breaches any of the insurance provisions of this Agreement, TRAFFIX shall have the option to obtain, at CONTRACTOR'S expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted from any sums otherwise payable to CONTRACTOR for services under this Agreement.
- F. <u>Interpretation.</u> All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- G. <u>Proof of Insurance.</u> CONTRACTOR will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Additionally, if requested by TRAFFIX, CONTRACTOR shall provide certified copies of the insurance policies. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.
- 16. <u>Termination on Notice.</u> TRAFFIX may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar day written notice to CONTRACTOR. In the event of termination without cause TRAFFIX shall pay all charges outstanding and approved by TRAFFIX at the time of termination within thirty (30) days following termination.
- 17. <u>Suspension of Performance.</u> For the convenience of TRAFFIX or because of events beyond the control of TRAFFIX, TRAFFIX may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.
- **18.** <u>Notices.</u> If either party shall desire or is required to give notice to the other such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

To TRAFFIX:

To CONTRACTOR:

TRAFFIX Program Manager c/o City of San Ramon 7000 Bollinger Road, San Ramon, CA 94583 JJACPA, Inc Attn: Joseph J. Arch, President/CEO 7080 Donlon Way, Suite #204 Dublin, CA 94568-2789

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

19. <u>Commencement, Completion and Closeout.</u> Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of rights that TRAFFIX may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to TRAFFIX a final billing to include all costs, charges, and claims in connection with the completed work. TRAFFIX shall not be required to pay for any work or claims not included on the aforementioned final billing.

- 20. <u>Arbitration.</u> The parties will make a good faith effort to settle any controversy, claim or dispute arising out of or relating to this Agreement within thirty (30) days. If the issue is not resolved within that time, it shall be resolved by the American Arbitration Association. Judgment upon arbitration hereunder may be joined or consolidated with any other arbitration matter between the parties as the interest of justice and judicial economy may dictate. The prevailing party in any arbitration hereunder shall be entitled to recover all arbitration and legal expenses incurred, except attorney fees.
- 21. <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of California.
- 22. <u>Entire Agreement of Parties.</u> This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to TRAFFIX with respect to the services to be provided under this agreement and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

24. <u>Engagement Letter.</u> The parties also anticipate signing an "engagement letter" involving the same subject as this contract. The purpose of the engagement letter is primarily to allow CONTRACTOR to comply with the requirements of auditing standards governing their profession. In the event of a conflict between the terms of the Agreement and the engagement letter, the terms of this Agreement shall control.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY DBA TRAFFIX

CONTRACTOR JJACPA, Inc.

By: Laura Bratt, Chair

By:

Date

Date

APPROVED AS TO FORM:

By:

Michael N. Conneran, Legal Counsel

EXHIBIT A

TRAFFIX Bookkeeping and Accounting Services

Scope of Work

Financial Activity

Task 1Maintain monthly bookkeeping. Reconcile monthly bank statement to
meet the requirements of the Agency's Independent auditor.

Deliverable: To be completed by the 5^{th} of each month. If the 5^{th} falls on a Saturday, Sunday or holiday, the reconciliation shall be due on the following business day.

Task 2Prepare monthly Profit & Loss Statement and Balance Sheet.

Deliverable: To be completed and submitted the last Wednesday of each succeeding month.

Task 3Assist with the preparation of the mid-year Financial Report and prepare
the annual Financial Report (work in concert with TRAFFIX program
manager and Technical Advisory Committee)

Deliverable: To be completed by January 31st (mid-year) and by July 31st (annual). However, CONTRACTOR shall be allowed to amend the annual Financial Report no later than October 31 if amendment of the Report is necessary to capture all adjustments needed prior to the audit.

Task 4If requested to handle deposits, upon receipt of incoming checks, record
deposit and mail to TRAFFIX banking institution for deposit. Otherwise,
if not requested to handle deposits, recording of deposits in QuickBooks
shall be performed no later than 5 days after receipt of deposit
information.

Deliverable: Upon receipt

Task 5Write checks to vendors and mail to TRAFFIX Treasurer for signature.

Deliverable: To be completed and mailed to Treasurer no later than 3 days after receipt of the request to write checks or by the 15th of each month, whichever is later. CONTRACTOR will accommodate earlier requests if possible.



SUBJECT:	Item VIII D. – Review and Approve the 2024-2025 Memorandum of Understanding with TRAFFIX and San Ramon Valley Unified School District
FROM:	TRAFFIX Administrative Coordinator
TO:	TRAFFIX Board of Directors
DATE:	May 20, 2024

Background

Every year, TRAFFIX enters into a Memorandum of Understanding (MOU) with the San Ramon Valley School District (SRVUSD) that depicts the school sites scheduled to receive service from TRAFFIX. The Specific details for the 2024/2025 are outlined in the MOU (see attachment). There are no significant changes from the 2023/2024 school year and routes.

Recommendation:

It is TAG's recommendation that the BOD approve the 2024/2025 Memorandum of Understanding with TRAFFIX and the San Ramon Valley Unified School District.

ATTACHMENT

2024-2025 Memorandum of Understanding with TRAFFIX and the San Ramon Valley Unified School District.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (DBA "TRAFFIX") AND SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT REGARDING THE EXPECTATIONS & RESPONSIBILITIES ASSOCIATED WITH THE IMPLEMENTATION OF THE TRAFFIX STUDENT TRANSPORTATION SERVICE

This Memorandum of Understanding is entered into this day of 18 May 2024, by and between the Measure J Traffic Congestion Relief Agency hereinafter referred to as the "Agency" and the San Ramon Valley Unified School District, hereinafter referred to as the "District."

RECITALS

WHEREAS, in November 2004, the taxpayers of Contra Costa County approved Measure J, a 25-year extension of a countywide ½-cent sales tax measure for the purposes of providing congestion relief through capital projects and programs; and

WHEREAS, one category of Measure J provides funding for a program entitled, "Safe Transportation for Children" and provides an estimated \$40 million over a period of 25 years for "the inauguration of a San Ramon Valley School Bus Program or other projects in the San Ramon Valley that reduce school related congestion, or improve the safety of children traveling to and from schools"; and

WHEREAS, the funding and the operation of this program has begun in FY 2009-10 and its development and program elements are subject to the review and approval of the Contra Costa Transportation Authority (the "Authority") and of the Southwest Area Transportation ("SWAT") Committee, a regional transportation planning committee of the Authority; and

WHEREAS, the public agencies of the San Ramon Valley ("Partnering Agencies") - consisting of the Town of Danville, City of San Ramon, Contra Costa County, and the San Ramon Valley Unified School District - have formed a three-tiered multi-agency advisory committee structure beginning in 2005 to develop a student transportation program with the specific purpose of reducing traffic congestion in the San Ramon Valley; and

WHEREAS, the Partnering Agencies acknowledged that funding from the Measure J sales tax for this program would not be sufficient to serve all 36 schools and approximately 32,000 public school students located within the San Ramon Valley; and

WHEREAS, the Partnering Agencies applied a program service priority approach based on the level of traffic congestion near school sites and adopted a list of "Priority 1," "Priority 2," and "Priority 3," schools to be served as described in the "Findings of the Measure J School Bus "Level of Service" Program Study – Report on Phase 2" document adopted by the Board of Directors and summarized, in alphabetical order, below:

	Priority 1	Priority 2	Priority 3
High Schools	San Ramon HS	California HS	Dougherty HS
		Monte Vista HS	
Middle Schools	Los Cerros MS	Pine Valley MS	Gale Ranch MS
			Iron Horse MS
			Windemere MS
Elementary	Country Club ES	Coyote Creek ES	Golden View ES
Schools	Green Valley ES		Rancho Romero ES
	Neil Armstrong ES		Sycamore Valley ES
	Vista Grande ES		
	Walt Disney ES		

WHEREAS, the program service priority approach identified the following schools to receive service in the 2024-2025 school year:

- 1. Los Cerros Middle School (Contra Costa County and Danville);
- 2. Pine Valley Middle School (San Ramon);
- 3. Green Valley Elementary School (Contra Costa County and Danville);
- 4. Vista Grande Elementary School (Danville)
- 5. Walt Disney Elementary School (San Ramon);
- 6. Country Club Elementary School (San Ramon)
- 7. Neil Armstrong Elementary School (San Ramon)
- 8. Monte Vista High School (Contra Costa County and Danville)
- 9. California High School (San Ramon)
- 10. San Ramon Valley High School (Danville); and
- 11. Coyote Creek Elementary School (San Ramon)

WHEREAS, the service to all eleven schools necessitate the commitment of significant staff resources and substantial financial commitment represented by an annual contract with a private service operator; and

WHEREAS, the service to all eleven schools is dependent upon the ability to "tier routes" to the greatest extent feasible and re-use buses to serve multiple schools during the morning and afternoon school bell times; and

WHEREAS, the ability to tier routes is dependent upon a commitment from San Ramon Valley Unified School District to proactively facilitate the efficient access onto, and off of, the school site; and

WHEREAS, the ability to tier routes may be dependent upon a commitment to consider adjusting School bell times if it should be deemed necessary; and

WHEREAS, the inability to facilitate the efficient access to/from the School site and/or adjust bell schedules to ensure the ability to tier routes may necessitate consideration of diverting service from a "Priority 1" school to a "Priority 2" school; and

WHEREAS, the Partnering Agencies have formed the Measure J Traffic Congestion Relief Agency, dba TRAFFIX ("Agency"), an independent Joint Powers Agency, to oversee the operation of the TRAFFIX Program; now therefore be it

RESOLVED that in consideration of the foregoing, the Agency and District, do hereby agree as follows that the parties agree to commit in taking the following actions:

- 1. The **Agency** shall:
 - a. Fund, operate and manage the student transportation service;
 - b. Serve as lead, through its Technical Advisory Group members, for identification of necessary actions to implement the TRAFFIX service at the School, including school bus loading locations, traffic circulation, and any signing and/or striping necessary to implement the student transportation service at the school site plan; and
 - c. Provide the public outreach efforts necessary to market the TRAFFIX Program at the School.
- 2. The **District** shall:
 - a. Work with the Agency to implement a circulation plan to facilitate the efficient access onto, and off of, school sites including the provision of resources available

to facilitate the safe movement of school buses within school parking lots as identified in the attached Exhibits;

- b. Work with the Agency to identify an appropriate loading and unloading location for school buses as identified in the attached exhibits (Exhibits 1 through 11);
- c. Work to adjust bell times to the greatest extent feasible to enable the ability for the TRAFFIX Program to tier routes to provide the greatest level of service within funding limits;
- d. Work with the Agency to facilitate the promotion of the TRAFFIX Program, including hosting informational booths and events; dissemination of informational materials and promotional items; and facilitate correspondence with parents and the student body through classrooms and newsletter announcements or through e-mail announcements.
- e. Support and acknowledge the Measure J Traffic Congestion Relief Agency's Discipline Policy;
- f. Apply the San Ramon Valley Unified School District Board of Education policy on school bus discipline at school sites where appropriate to support actions taken under the Measure J Traffic Congestion Relief Agency's Discipline Policy;
- g. As may be required by applicable federal or state law, provide school transportation service to individuals with disabilities who qualify for such services.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates stated.

"AGENCY"

MEASURE J TRAFFIC CONGESTION RELIEF AGENCY

"DISTRICT"

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

Laura Bratt

TRAFFIX Board of Directors

SRVUSD Board of Trustees

Rachel Hurd

Date:

Attachments:

Exhibit 1 -	Operational Agreements at Los Cerros Middle School
Exhibit 2 -	Operational Agreements at Green Valley Elementary School
Exhibit 3 -	Operational Agreements at Vista Grande Elementary School
Exhibit 4 -	Operational Agreements at Monte Vista High School
Exhibit 5 -	Operational Agreements at San Ramon Valley High School
Exhibit 6 -	Operational Agreements at Pine Valley Middle School
Exhibit 7 -	Operational Agreements at Country Club Elementary School
Exhibit 8 -	Operational Agreements at Neil Armstrong Elementary School
Exhibit 9 -	Operational Agreements at Walt Disney Elementary School
Exhibit 10 -	Operational Agreements at Coyote Creek Elementary School
Exhibit 11 -	Operational Agreements at California High School



DATE:	May 20, 2024
TO:	TRAFFIX BOARD OF DIRECTORS
FROM:	Kellie Fahey, TRAFFIX Administrative Coordinator
SUBJECT:	Item VIII - E. Review and Approve Request for Proposal (RFP) for new bus vendor 2025.26 school year

BACKGROUND

The Measure J Traffic Congestion Relief Agency (dba TRAFFIX) Program, utilizing funds from County Measure J, operates school bus services within the boundaries of the San Ramon Unified School District for the purposes of traffic congestion relief. TRAFFIX contracts with a third-party operator to provide these school transportation service. The existing contract with First Student will expire with the end of this school year. The Board has directed staff to prepare a new Request for Proposals (RFP) for Student Transportation Services to begin July 1, 2025.

DISCUSSION

Since it commenced operations in 2013, TRAFFIX has contracted with a third-party school bus provider (First Student) to operate its service. The first contract with First Student began in 2013 and, after a Request for Proposals was issued in 2018, First Student was again selected to operate the TRAFFIX service under a five-year contract dated August 1, 2019, which provided for up to three, one-year options. Those option years were not priced under the 2019 agreement and the negotiations relative to the exercise of the first option resulted in a significant increase in the cost of operations. Nevertheless, the Board of Directors authorized the exercise of the first option at its meeting of March 18, 2023, and had previously directed the TAG to commence plans to issue a new Request for Proposals for service to commence for the 2025-26 school year. The TAG and Program Director have updated the RFP used in 2018-9 and now seek Board approval to issue the RFP and new obtain proposals from bus operators.

RECOMMENDATION

TAG recommends that the TRAFFIX BOD authorize the release of the Request for Proposals for Student Transportation Services.



DATE: May 20, 2024

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Group

SUBJECT: Agenda Item VIII F. Review and Approve TRAFFIX Financial Plan for FY 2024-2025

BACKGROUND

TRAFFIX adopts an annual budget to forecast and track revenues and expenditures for the program. The budget reflects last year's actuals and this year's anticipated revenues, as well as, expenditures to date for the Fiscal Year.

TRAFFIX receives program revenue from four (4) sources:

- 1. Measure J (Contra Costa ½-cent transportation sales tax program)
- 2. Pass Sales (Parent Contributions)
- 3. Transportation Demand Management (TDM) 511 Contra Costa
- 4. Contra Costa County Service Area T-1.

As of March 31, 2024:

For FY 2023-2024, the program revenues total: \$3,118,017

Program expenditures, represent the day-to-day operations of the TRAFFIX program:

- Program Administration (staff)
- First Student (Bus Operator)
- Website
- Legal Counsel
- Insurance
- Marketing and Outreach

As of March 31, 2024

For FY 2023-2024, Program expenditure total: **\$2,461,414**



FISCAL IMPACT

A summary of notable program projection changes for FY 2024-2025: **Proposed 2024-2025 Budget Adjustments:**

Budget Item	Projected Revenue Increases	Reason/Notes
4100-00 – Measure J Revenue	+\$71,975*	Estimated increase in Measure J sales tax revenues
4200-00 Parent Contributions	+\$160,050	Increase in parent contribution revenue with goal of selling 1,300 passes – 33% price increase

Budget Item	Projected Cost Increases	Reason/Notes
7100-01 Program	-\$10,458	Cost increase in Program
Administration		Administration
7100-02	-\$837,895	29.3% Price Increase \$661.83/per-
First Student		bus per-day/26 buses for FY
		2023/24.
7800-02	-\$3,300	Budget increase for text alerts (via
SMS/Text		website) for better communication
Messaging hosting fees		directly to parents and students

*The Measure J Sales Tax Revenue was estimated by CCTA to increase \$71,975 for the 2024/25 Fiscal year. This amount is still pending the Measure J budget approval in June. The allocation will be presented by CCTA to the July Policy Committee and Authority meeting for approval.

RECOMMENDATION: Approval of the Fiscal Year 2024/25 Financial Plan.

ATTACHMENT

A. Fiscal Year 2024/25 TRAFFIX Financial Plan.

TRAFFIX - Measure J Traffic Congestion Relief Agency							
FY 2024-2025 Financial Plan							
Statement of Revenue & Expenditures - PROPOSED							
						Notes	
	Adopted Financial Plan/Budget July 1, 2023 June 30, 2024	Projected Actual July 1, 2023 - June 30, 2024	Approved Mid Year Budget July 1, 2023 - June 30, 2024	Proposed Financial Plan/ Budget July 1, 2024 - June 30, 2025	Changes		
REVENUES:							
Transfer from Reserves				\$ 187,463.00	-		
4100-00 Measure J Sales Tax Revenue	\$ 2,786,025.00	\$ 2,772,026.00	\$ 2,786,025.00	2,800,000.00	\$ 71,975.00	1	
4200-00 Parent Contributions (Fare Box)	677,525.00	539,602.00	485,000.00	645,050.00	160,050.00	2	
	3,463,550.00	3,311,628.00	3,271,025.00	3,632,513.00	361,488.00		
4300-00 Other Funds							
4300-01 TDM Funds	90,000.00	90,000.00	90,000.00	90,000.00	-	3	
4300-02 CCC CSA-T1	310,623.00	359,670.00	302,345.00	302,345.00	-	4	
Total 4300-00 Other Funds	400,623.00	449,670.00	392,345.00	392,345.00	-		
otal Income	3,864,173.00	3,761,298.00	3,663,370.00	4,024,858.00	361,488.00		
Gross Profit	\$ 3,864,173.00	\$ 3,761,298.00	\$ 3,663,370.00	\$ 4,024,858.00	361,488.00		
EXPENDITURES:							
7100-00 Contract Services							
7100-01A Program Administrator Assistant	\$ 20,000.00	\$-	\$ 20,000.00	\$ 20,000.00	\$-		
7100-01 Program Administration	187,950.00	189,268.00	187,950.00	198,408.00	10,458.00	5	
7100-02 Service Operator	2,859,105.00	3,240,986.00	2,859,105.00	3,697,000.00	837,895.00	6	
7100-03 Audit	6,435.00	5,150.00	5,100.00	6,500.00	1,400.00	7	
100-04 Consulting Services							
7100-05 Insurance	10,094.00	9,146.00	\$9,512.00	10,000.00	488.00	8	
7100-06 Legal Counsel	15,000.00	20,250.00	15,000.00	21,000.00	6,000.00	9	
7100-07 Treasurer/Accounting	13,900.00	13,200.00	13,900.00	13,900.00	-	10	
7100-08 Banking Service Charges/CC Charges	22,000.00	15,406.00	22,000.00	16,000.00	(6,000.00)	11	
Total 7100-00 Contract Services	\$ 3,134,484.00	\$ 3,493,406.00	\$ 3,132,567.00	\$ 3,982,808.00	\$ 47,709.00		
7300-00 Leases							
7300-01 Office/Meeting Space		\$-	\$-				
Total 7300-00 Leases		\$-	\$-				
7400-00 Marketing & Sales							
7400-01 Bus Pass Production & Mailing	7,000.00	-	8,215.00	8,500.00	285.00	12	
7400-02 Printing & Postage	200.00	1,200.00	200.00	1,200.00	1,000.00	13	
7400-03 Promotional Materials / Online Marketing	12,990.00	9,500.00	12,900.00	12,222.00	(678.00)	14	
Total 7400-00 Marketing & Sales	\$ 20,190.00	\$ 10,700.00	\$ 21,315.00	\$ 21,922.00	607.00		
7500-00 Public Notification							
7500-01 Public Document Printing							

TRAFFIX - Measure J Traffic Congestion Relief Agency							
FY 2024-2025 Financial Plan							
Statement of Revenue & Expenditures - PROPOSED							
	Adopted Financial Plan/Budget July 1, 2023 June 30, 2024	Projected Actual July 1, 2023 - June 30, 2024	Approved Mid Year Budget July 1, 2023 - June 30, 2024	Proposed Financial Plan/ Budget July 1, 2024 - June 30, 2025	Changes	Notes	
7500-02 Postage							
Total 7500-00 Public Notification							
7600-00 Software, Website, CRM Data Maintenance							
7600-01 License Fees/ Hosting (Annual)	6,000.00	10,500.00	6,000.00	6,000.00	-	15	
7600-02 Software Support / Maintenance Fees (Annual)	6,500.00	-	6,500.00	6,500.00	-		
Total 7600-00 Software, Website, CRM Data Maintenance	\$ 12,500.00	\$ 10,500.00	\$ 12,500.00	\$ 12,500.00	-		

RAFFIX - Measure J Traffic Congestion Relief Agency							
2024-2025 Financial Plan							
atement of Revenue & Expenditures - PROPOSED							
						Notes	
	Adopted Financial Plan/Budget July 1, 2023 - June 30, 2024	Projected Actual July 1, 2023 - June 30, 2024	Approved Mid Year Budget July 1, 2023 - June 30, 2024	Proposed Financial Plan/ Budget July 1, 2024 - June 30, 2025	Changes		
700-00 Supplies	3,000.00	1,000.00	3,000.00	3,000.00	-	16	
otal 7700-00 Supplies	\$ 3,000.00				-	1	
800-00 Email & Telephone							
00-01 Telephone - Google Voice							
7800-02 SMS/Text Messaging Hosting Fees	\$ 2,000.00	\$ 6,398.00	\$ 3,700.00	\$ 7,000.00	3,300.00	17	
	\$ 2,000.00 \$				3,300.00		
900-00 Miscellaneous Expenses	2,000.00	÷ 0,000.00	÷ 0,700.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0,000.00		
910-00 Monitoring Program		\$ 29,862.00	\$-		-	18.00	
	\$ 10,000.00		\$ 10,000.00	\$ -	(10,000.00)		
	<u> </u>	Ψ	÷	Ψ	(10,000,00)		
tal Expenses	\$ 3,182,174.00	\$ 3,551,866.00	\$ 3,183,082.00	\$ 4,027,230.00	844,148.00		
	\$ 681,999.00				(482,660.00)		
N-OPERATING INCOME:	,				(, , , , , , , , , , , , , , , , , , ,		
400-00 Interest	283.00	116.00	283.00	150.00	(133.00)		
al Other Income	\$ 283.00	\$ 116.00	\$ 283.00		(133.00)		
t Other Income	\$ 283.00	\$ 116.00	\$ 283.00		(133.00)		
VENUE OVER (UNDER) EXPENDITURES	\$ 682,282.00	\$ 209,548.00	\$ 480,571.00		(482,793.00)		
or Year Carry-over(Unreserved) Funds					209,548.00		
	\$ 3,624,281.00				(273,245.00)		
					,		
	4100-00 Measure J Revenue \$2,800,000 is the estimated 12 month Revenue from CCTA.						
2	33% rate increase for FY 2024- 25 over mid-year budget amount						
•	4300-01 TDM Funds- SWAT						
	Recommendation - \$90 000 in 4300-02 CCC CSA T-1 - CSA T-				+		
	1 Reimbursements are						
c c c c c c c c c c c c c c c c c c c	calculated for three buses						
5	7100-01 Program						
	Administration - Program						
	Management reflects a total						
	employee compensation						
	employee compensation package, (included in this						

TRAFFIX - Measure J Traffic Congestion Relief Agency							
FY 2024-2025 Financial Plan							
Statement of Revenue & Expenditures - PROPOSED							
Statement of Revenue & Expenditures - PROPOSED							
						Notes	
	Adopted Financial		Approved Mid Year	Proposed Financial			
	Plan/Budget July 1, 2023	Projected Actual July 1,	Budget July 1, 2023 -	Plan/ Budget July 1, 2024	Changes		
	June 30, 2024	2023 - June 30, 2024	June 30, 2024	- June 30, 2025			
	June 00, 2024		June 00, 2024	- June 00, 2020			
6	7100-02 Service Provider						
	increase of 29.3% in contract						
	amount applied to mid-year						
	budget amount.						
	7100-03 Audit. Annual Increase						
/	of 7%						
8	7100-01 Insurance. Estimated						
	increase of annual insurance						
	premium						
9	7100-06 Legal Councel						
10	7100-07 Treasurer/Accounting -						
10	Increase of fee 10% Last						
11	7100-08 Banking Service						
	Charges - Will finalize credit						
	card analysis in July/August.						
12	7400-01 Bus Pass Production &						
	Mailing - This amount reflects the estimate of 1,500 passes						
10	7400-02 Printing & Postage -						
13	Printing of marketing materials						
	(casual flyers and small signs,						
14	7400-03 Marketing /				1		
	Promotional Materials -						
	Marketing budget per marketing						
15	7600-01 License Fees/Hosting -						
	Includes website hosting, Go						
16	7700-00 Supplies						
	7800-02 Text Msging. Fees						
	increased due to more						
	direct communication with						
	parents via website alerts.						
18					1		
	7910-00 Level of Service						
	Study - Completed						