

Gulf Coast Transit District Board of Directors Meeting
Tuesday August 20, 2024, 2:00 PM
1415 33rd Street North
Texas City, Texas 77590



Board of Directors Minutes

Present:

Stephen Holmes, Chairman
Dude Payne, Vice-Chairman
Neal Cooper, Board Member
Gerald Roznovsky, Board Member
Modesto Mundo, Board Member
Rick Elizondo, Board Member
Amy Skicki, Board Member
Thelma Bowie, Board Member
Cesar Garcia, Board Member

The following were also in attendance:

Paige Bailey	Olson & Olson, L.L.P.
Donna Roberts	Texas Department of Transportation
Jill Rea	Alvin Texas Resident
James Oliver	Island Transit

1. Call to Order and Roll Call
Chairman Stephen Holmes called the meeting to order at 2:03 p.m.
2. Citizen Comments
Jill Rea spoke on needing transit service in Alvin Texas
3. Report from Acting Executive Director, Ted Ross
 - 3.1 Including: finances, grant statuses, operations, staffing, and Insurance for GCTD board and employees
Ted explained the status of the company and its grants and finances. He also went over the draft of our FY22 audit. Ted explained staffing and how we have 4 Brazoria drivers starting and 2 open positions in Galveston County for drivers. The insurance policy for the board and its members was also passed out.
4. Report from Compliance and Quality Assurance Coordinator Amber Weiser
Amber explained how our process for reviews works and how we handle negative reviews. She also showed how much this process has changed the reviews and helped our riders.
5. Approval of minutes from July 17, 2024

- On Motion by Dude Payne, seconded by Amy Skicki to approve the minutes the motion was carried with all members voting in favor.**
6. Approval of check register from May, June, and July of 2024
On Motion by Rick Elizondo, seconded by Neal Cooper to approve the check register the motion was carried with all members voting in favor.
 7. Approval of FY 2025 financial budget
This item was tabled pending more information.
 8. Discuss and take possible action related to the Board Secretary stipend
Motion Denied by Amy Skicki, seconded by Dude Payne, until more information is provided all members voting in favor
 9. Discuss and take possible action related to pay raise for CDL and Non-CDL drivers
On Motion by Dude Payne, seconded by Gerald Roznovsky the motion was carried with all members voting in favor of
 10. Discuss and take action related to purchase of 2 transit vehicles with 5310 funds
On Motion by Gerald Roznovsky, seconded by Dude Payne motion was carried with all members voting in favor of
 11. Discuss and take possible action related to GCTD Finance Committee
On Motion by Thelma Bowie, seconded by Neal Cooper with all members voting in favor of
 12. Discuss and take possible action of GCTD media consent and release form.
On motion by Dude Payne, seconded by Modesto Mundo, all members voting in favor of.
 13. Discuss and take possible action to update hurricane preparations for FY24
On motion by Dude Payne, seconded by Amy Skicki, all members voting in favor of.
 14. Discuss and take possible action to update the Disadvantaged Business Enterprise Program (DBE)
On motion by Amy Skicki, seconded by Dude Payne, all members voting in favor of.
 15. Discuss and take possible action to update the Equal Employment Opportunity (EEO)
On motion by Dude Payne, seconded by Amy Skicki, all members voting in favor of.
 16. Discuss and take possible action related to TML Cyber Liability Core
This item was tabled.
 17. Discuss and take possible action related to Harris County Rides
On motion by Amy Skicki, seconded by Dude Payne, all members voting in favor of.
 18. Discuss and take possible action related to Jarc funds
On motion by Dude Payne, seconded by Dude Cesar Garcia, all members voting in favor of.
 19. Discuss and take possible action related to contract with Avix One Consulting for FY23 audit
On motion by Modesto Mundo, seconded by Thelma Bowie, all members voting in favor of.
 20. Closed Session: The Board will recess into closed session as authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, to wit:



- 20.1 Sec. 551.071 – Consultation with the Attorney regarding (a) a matter in which the duty of the Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with the Open Meetings Act, or (b) pending or contemplated litigation.
21. Set a time and date for next meeting.
Next meeting set September 17, 2024 2:00pm at 101 Canna Lane Court Lake Jackson, Texas 77566
22. Discuss and take possible action to identify items to be included on a future agenda.
23. Board member comments.
24. Adjournment

The meeting was adjourned at 3:10 p.m. by Stephen Holmes

Respectfully submitted,



Lacey Hernandez

Secretary to Board of Directors

Approved as to Content and Forum,



Stephen Holmes

Chairman of the Board of Directors



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Texas City, Texas 77590



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23. Board member comments.
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I hereby certify posting this Notice and agenda at 12:15 p.m., on August 15, 2024

at the Galveston County Courthouse and the Brazoria County Courthouse.

A handwritten signature in blue ink, appearing to read "Lacey Hernandez", is written over a horizontal line. To the left of the signature is a large, bold, black "X" mark.

Lacey Hernandez
Security of the Board

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Connect
Transit.

GCTD Board Meeting
Tuesday, August 20, 2024
Texas City, Texas - 2:00pm

Print Name	Signature
Gerald Roznovsky	
Modesto Mando	
James Oliver	
Neal Cooper UMB	
Amy Shidi	
DONALD PAYNE	
Rick Elizondo	
Thelma Bowie	
Cesar Garcia	
Jill Rea	



How Retention Affects Your Business

Replacing an employee costs anywhere from one-half to double that employee's annual salary. So it's easy to see how high turnover can impact a company's bottom line. But that's not all. Here's a simple breakdown of how your retention strategies (good, bad or absent) can affect your business:

EFFECTS OF <u>GOOD</u> RETENTION STRATEGIES:	EFFECTS OF <u>BAD</u> RETENTION STRATEGIES:
Boosts employee morale	Increases employee turnover and associated costs
Increases productivity	Strains remaining employees
Improves employee engagement	Lowers customer satisfaction
Lowers staffing costs	Decreases revenue
Increases revenue	Hurts employee morale

6 Employee Retention Strategies Your Business Needs Right Now

1. **Prioritize internal hires over external hires.**
2. **Offer competitive pay.**

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3. **Provide life-changing benefits.**
4. **Show recognition.**
5. **Conduct stay interviews.**

Stay interviews are way more fun than exit interviews. Figure out what's working for your employees and how you can improve. Don't wait to dig into problems when people leave. Learn about them early so you can keep that from happening.

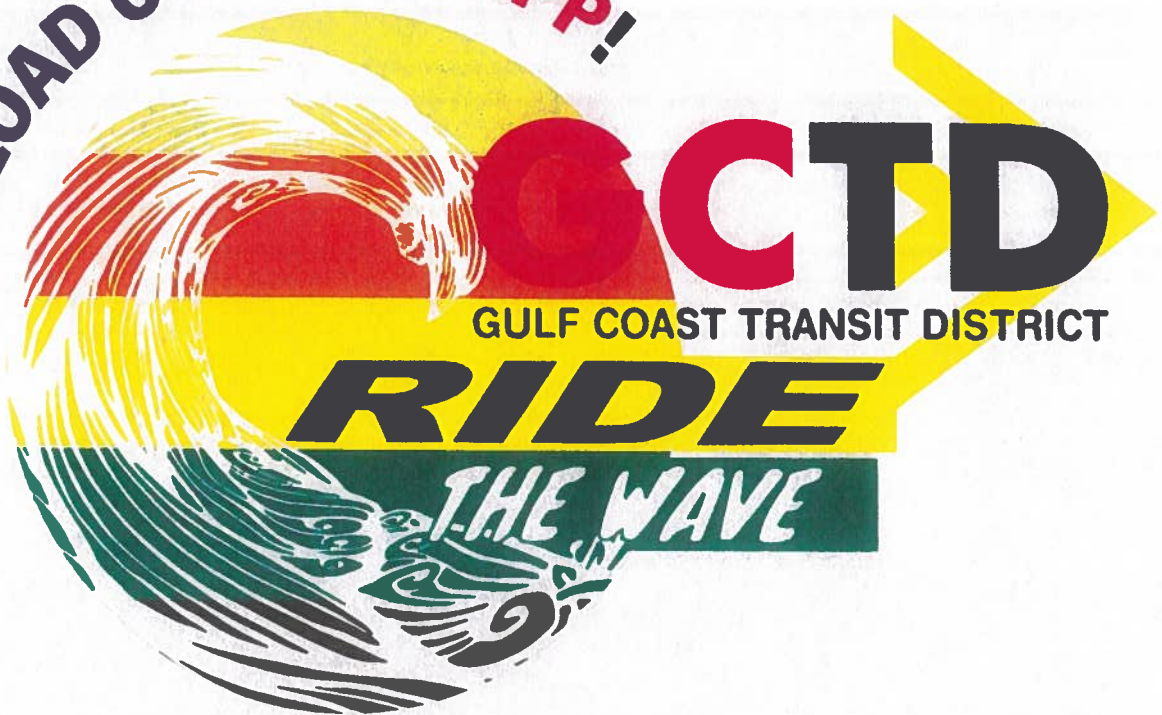
A stay interview can easily be an elevated one-on-one, like getting lunch or coffee. Here are some helpful questions to ask an employee during this time together:

- What's important to you?
- What would it take for you to leave for another job?
- What can I do for you?
- What can I do to help you grow?

Your employees want to feel valued. And by taking this extra step, you show how much you care about your team.

6. **Build trust.**

DOWNLOAD OUR FREE APP!



FY25

(October 1, 2024 – September 30, 2025)

Budget

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1952

Gulf Coast Transit District

Projected 10/1/2024 - 9/30/2025

	TCLM	LJA	Rural	Total
Operations	\$ 2,630,483.01	\$ 1,267,756.35	\$ 794,884.66	\$ 4,629,124.02
Admin Salary/Wages	\$ 205,229.55	\$ 94,323.05	\$ 61,598.67	\$ 361,151.27
Bonus/OT Fleet Management	\$ 5,747.61	\$ 5,369.79	\$ 5,276.64	\$ 16,394.04
Bonus/OT Scheduler	\$ 8,582.37	\$ -	\$ 5,389.40	\$ 13,971.77
Operator Bonus/OT	\$ 121,420.85	\$ 56,352.79	\$ 25,366.78	\$ 203,140.42
Operations Wages/Salaries	\$ 626,283.05	\$ 265,878.89	\$ 117,538.88	\$ 982,700.82
Wages/Salaries -Fleet Management	\$ 56,604.43	\$ 34,429.86	\$ 28,023.83	\$ 92,058.11
Wages/Salaries - Schedule	\$ 110,285.42	\$ -	\$ 16,444.45	\$ 116,729.87
Retirement	\$ 47,398.90	\$ 20,933.01	\$ 17,633.80	\$ 85,965.71
Advertising - Panel Signage	\$ 2,891.39	\$ 1,604.42	\$ 968.80	\$ 5,464.61
Air Conditioning	\$ 9,390.70	\$ -	\$ 6,368.56	\$ 15,759.26
Alarm/Security	\$ 2,058.05	\$ 2,031.01	\$ 2,023.20	\$ 6,112.26
Fee (Wix, Square, PayPal, Stripe)	\$ 1,978.04	\$ 1,056.65	\$ 790.47	\$ 3,825.16
Board Supplies	\$ 4,168.99	\$ 691.36	\$ 633.26	\$ 5,493.61
Buidling Lease	\$ 40,129.15	\$ 21,997.54	\$ 16,456.13	\$ 78,582.82
Building Maint/Repair	\$ 4,337.02	\$ 2,588.74	\$ 2,342.45	\$ 9,268.21
Computer Software	\$ 7,265.49	\$ 3,881.16	\$ 2,903.45	\$ 14,050.10
Drug Testing	\$ 10,698.57	\$ 5,175.68	\$ 3,308.08	\$ 19,182.34
Dry Cleaning	\$ 1,099.98	\$ 1,053.41	\$ 1,039.95	\$ 3,193.34
Electricity	\$ 12,741.80	\$ 3,961.50	\$ 1,979.94	\$ 18,683.25
Garbage	\$ 1,188.12	\$ 585.93	\$ 217.14	\$ 1,991.20
Gas/Propane	\$ 272.31	\$ 689.63	\$ 133.16	\$ 1,095.11
Health Ins	\$ 266,428.20	\$ 127,198.18	\$ 71,824.26	\$ 465,450.64
IT Purchases Under \$5,000	\$ 12,232.26	\$ 4,644.94	\$ 3,831.24	\$ 20,708.43
Landscaping	\$ 1,859.86	\$ 1,112.15	\$ 1,154.54	\$ 4,126.54
Marketing Other	\$ 771.86	\$ 412.32	\$ 308.46	\$ 1,492.64
Office Supplies	\$ 645.68	\$ 329.19	\$ 187.40	\$ 1,162.28
Office Supplies - Furniture	\$ 8,909.43	\$ -	\$ 968.45	\$ 9,877.88
Office Supplies - General	\$ 12,024.36	\$ 574.26	\$ 1,608.36	\$ 14,206.98
Office Supplies - Ink	\$ 2,671.47	\$ 2,266.48	\$ 2,218.12	\$ 7,156.07
Office Supplies - Paper	\$ 12,115.60	\$ -	\$ 1,316.95	\$ 13,432.55
Other Office Equipment Over \$5,000	\$ 2,781.90	\$ 1,486.07	\$ 1,111.71	\$ 5,379.68
Other Vehicle Maintenance	\$ 1,036.12	\$ 1,007.16	\$ 1,000.83	\$ 3,044.11
Outreach	\$ 1,733.72	\$ 833.75	\$ 761.52	\$ 3,328.99
Parts - Park & Ride	\$ 4,000.25	\$ -	\$ 434.82	\$ 4,435.07
Pest Control	\$ 910.40	\$ 541.41	\$ 217.89	\$ 1,669.70



Postage	\$ 1,754.55	\$ 2.76	\$ 192.22	\$ 1,949.53
Postage/Shipping	\$ 168.46	\$ -	\$ 18.31	\$ 186.77
Printing/Duplication	\$ 1,819.12	\$ 672.55	\$ 515.86	\$ 3,007.53
Professional Services	\$ 49,924.87	\$ 26,669.42	\$ 19,951.12	\$ 96,545.41
Professional Services - Legal	\$ 1,726.68	\$ 1,388.18	\$ 1,290.40	\$ 4,405.27
Professional Services-Fsa/Cobra	\$ 1,140.03	\$ 1,074.80	\$ 1,055.95	\$ 3,270.79
Property Insurance - Flood	\$ 5,343.94	\$ 5,869.61	\$ 1,462.35	\$ 12,675.90
Property Insurance - Windstorm	\$ 32,077.66	\$ 17,135.60	\$ 12,818.97	\$ 62,032.24
Property Tax - Lease	\$ 1,713.30	\$ 915.24	\$ 684.68	\$ 3,313.21
Safety Products	\$ 3,902.69	\$ 790.21	\$ 643.45	\$ 5,336.36
Shelter Maint/Repair	\$ 1,957.00	\$ 1,388.18	\$ 582.68	\$ 3,927.86
Shipping/Freight	\$ 879.01	\$ 5.15	\$ 98.36	\$ 982.52
Shop Supplies	\$ 5,357.34	\$ 989.38	\$ 730.92	\$ 7,077.64
Langage Lines	\$ 1,226.22	\$ 1,056.28	\$ 1,055.24	\$ 3,337.74
Software/IT - Alert Alarms	\$ 1,947.94	\$ 1,164.35	\$ 386.60	\$ 3,498.88
Software/IT - AT&T	\$ 71,315.03	\$ 28,282.75	\$ 18,728.20	\$ 118,325.98
Software/IT - Comcast	\$ 8,132.63	\$ 12,200.11	\$ 2,716.17	\$ 23,048.91
Software/IT - Datis	\$ 3,351.85	\$ 1,790.53	\$ 1,339.48	\$ 6,481.86
Software/IT - GB Tech	\$ 20,986.97	\$ 11,211.05	\$ 8,386.87	\$ 40,584.89
Software/IT - Transloc	\$ 65,305.11	\$ 34,885.40	\$ 26,097.41	\$ 126,287.93
Software/IT - Xerox	\$ 2,446.46	\$ 2,625.07	\$ 660.15	\$ 5,731.68
Software/IT - Spare Labs	\$ 60,874.04	\$ 32,518.37	\$ 24,326.65	\$ 117,719.06
Staff Recognition	\$ 1,991.77	\$ 177.37	\$ 248.79	\$ 2,417.93
Subscriptions	\$ 9,931.67	\$ 6,892.91	\$ 3,537.40	\$ 20,361.98
Toll Charges	\$ 1,057.80	\$ -	\$ 1,006.29	\$ 2,064.09
Training	\$ 4,196.75	\$ 706.19	\$ 544.35	\$ 5,447.29
Travel	\$ 4,809.26	\$ 2,569.07	\$ 1,921.89	\$ 9,300.22
Unemployment Benefits	\$ 548.68	\$ 3,452.52	\$ 693.73	\$ 4,694.93
Uniforms	\$ 5,865.68	\$ 1,531.39	\$ 1,471.60	\$ 8,868.66
Vehicle Fuel	\$ 403,181.56	\$ 246,063.04	\$ 198,736.21	\$ 847,980.81
Vehicle Insurance	\$ 162,314.53	\$ 138,126.63	\$ 38,386.66	\$ 338,827.82
Vehicle Lease	\$ 77,565.05	\$ 17,841.76	\$ 18,148.00	\$ 113,554.81
Vehicle Licensing/Registration	\$ 2,313.64	\$ 2,124.02	\$ 2,077.93	\$ 6,515.59
Vehicle Oil/Lubricant	\$ -	\$ 1,837.04	\$ 275.88	\$ 2,112.91
Water	\$ 5,462.82	\$ 789.07	\$ 712.30	\$ 6,964.19
	\$ 2,630,483.01	\$ 1,267,756.35	\$ 794,884.66	\$ 4,629,124.02



Maint	\$ 1,037,902.67	\$ 640,375.19	\$ 336,528.59	\$ 1,984,806.46
Bonus/OT Mechanic	\$ 10,040.75	\$ 11,283.85	\$ 6,294.53	\$ 27,619.13
Bonus/OT Porter	\$ 8,226.29	\$ -	\$ -	\$ 8,226.29
Operator Bonus/OT FT	\$ 5,676.29	\$ 5,586.05	\$ 5,316.42	\$ 16,578.76
Operator Wages/Salaries FT	\$ 152,131.51	\$ 123,103.02	\$ 78,369.00	\$ 353,603.53
Wages/Salaries Mechanic FT	\$ 126,476.44	\$ 112,840.73	\$ 30,049.44	\$ 254,366.61
Wages/Salaries Porter/Custodian FT	\$ 181,555.49	\$ 121,127.24	\$ 35,680.68	\$ 323,363.40
Retirement	\$ 47,398.90	\$ 20,933.01	\$ 17,633.80	\$ 85,965.71
Air Conditioning	\$ 14,766.40	\$ 2,523.94	\$ 1,852.02	\$ 19,142.36
Alarm & Security	\$ 1,330.68	\$ 114.82	\$ 124.01	\$ 1,569.50
Body Work	\$ 61,863.32	\$ 16,264.57	\$ 9,925.88	\$ 88,053.78
Building Maintenance/Repair	\$ 1,564.90	\$ 165.49	\$ 150.13	\$ 1,880.52
Computer Software	\$ 578.74	\$ 563.78	\$ 217.29	\$ 1,359.81
Drug Testing/Physicals	\$ 2,300.07	\$ 1,467.05	\$ 682.91	\$ 4,450.03
Dry Cleaning	\$ -	\$ 1,776.77	\$ 250.55	\$ 2,027.32
Electrical Repair/Replacement	\$ 2,317.93	\$ 2,027.43	\$ 2,029.62	\$ 6,374.98
Electricity	\$ 5,305.09	\$ 457.77	\$ 494.39	\$ 6,257.25
Garbage	\$ 382.28	\$ 32.99	\$ 35.63	\$ 450.90
Health	\$ 65,578.47	\$ 43,353.93	\$ 15,035.23	\$ 123,967.63
Landscaping	\$ 17,623.98	\$ 107.47	\$ 49.67	\$ 17,781.12
Lawn Supplies	\$ 3,513.24	\$ 3,314.65	\$ 3,148.38	\$ 9,976.27
Office Supplies - General	\$ 4,686.96	\$ 4,059.28	\$ 4,064.02	\$ 12,810.26
Other Vehicle Maintenance	\$ 890.46	\$ 370.62	\$ 184.09	\$ 1,445.17
Parts - Fixed Route	\$ 23,301.99	\$ 15,675.36	\$ 4,098.45	\$ 43,075.80
Parts - Paratransit/DR/ADA/Veterans	\$ 10,774.78	\$ 4,624.62	\$ 1,525.14	\$ 16,924.55
Parts - P&R	\$ 114,915.15	\$ 51,946.63	\$ 47,422.35	\$ 214,284.13
Preventive Maintenance (Oil Change/ot	\$ 2,779.06	\$ 2,282.33	\$ 2,154.52	\$ 7,215.91
Professional Services	\$ -	\$ 1,250.00	\$ 1,035.25	\$ 2,285.25
Shipping/Freight Costs	\$ 273.14	\$ 23.57	\$ 25.46	\$ 322.16
Shop Supplies	\$ 15,707.49	\$ 4,595.78	\$ 1,962.82	\$ 22,266.09
Software & IT - Alert Alarms	\$ 1,572.04	\$ 135.65	\$ 146.50	\$ 1,854.19
Software & IT - AT&T	\$ 3,038.64	\$ 1,166.28	\$ 479.81	\$ 4,684.73
Subscriptions	\$ 534.65	\$ 361.62	\$ 169.96	\$ 1,066.23
Tire Repair/Replacement	\$ 37,870.57	\$ 9,962.65	\$ 4,473.30	\$ 52,306.52
Towing	\$ 8,211.85	\$ 3,839.67	\$ 3,540.69	\$ 15,592.21
Transmission Repair/Replacement	\$ 7,339.99	\$ 2,595.13	\$ 1,431.05	\$ 11,366.18
Uniforms	\$ 2,246.45	\$ 2,021.27	\$ 2,022.97	\$ 6,290.69
Vehicle Fuel	\$ 48,397.92	\$ 45,109.03	\$ 42,667.61	\$ 136,174.56



Vehicle Lease	\$ 9,788.01	\$ 5,919.98	\$ 2,842.72	\$ 18,550.71
Vehicle Licensing and Registration	\$ 1,039.33	\$ 1,029.16	\$ 1,013.48	\$ 3,081.97
Vehicle Oil/Lubricant	\$ 11,667.10	\$ 2,698.21	\$ 1,325.80	\$ 15,691.11
Vehicle Parts	\$ 22,844.80	\$ 12,632.26	\$ 6,126.29	\$ 41,603.34
Water	\$ 1,391.53	\$ 1,031.53	\$ 476.76	\$ 2,899.81
	\$ 1,037,902.67	\$ 640,375.19	\$ 336,528.59	\$ 1,984,806.46
Admin	\$ 756,133.24	\$ 350,644.05	\$ 284,173.66	\$ 1,390,950.95
Admin Salary/Wages	\$ 410,086.37	\$ 205,364.39	\$ 154,890.54	\$ 770,341.30
Health	\$ 87,412.15	\$ 43,235.94	\$ 32,343.63	\$ 162,991.73
Retirement	\$ 52,398.90	\$ 25,933.01	\$ 22,633.80	\$ 100,965.71
Professional Services	\$ 60,589.41	\$ 29,968.82	\$ 22,419.37	\$ 112,977.61
Professional Services Audit	\$ 17,870.62	\$ 8,839.20	\$ 6,612.51	\$ 33,322.32
Building Maintenance/Repair	\$ 10,740.84	\$ 3,011.46	\$ 3,785.33	\$ 17,537.63
Building Lease	\$ 32,454.54	\$ -	\$ 4,656.37	\$ 37,110.91
Computer Software	\$ 3,260.04	\$ 2,128.63	\$ 2,096.22	\$ 7,484.89
IT Purchases Under \$5,000	\$ 1,347.81	\$ 666.65	\$ 498.71	\$ 2,513.17
Electrical Repair/Replacement	\$ 3,539.69	\$ -	\$ 3,054.31	\$ 6,594.00
Electricity	\$ 2,754.99	\$ -	\$ 277.28	\$ 3,032.27
Office Supplies	\$ 3,019.57	\$ 3,009.68	\$ 3,007.25	\$ 9,036.50
Office Supplies - General	\$ 649.56	\$ 83.27	\$ 110.72	\$ 843.54
Printing/Duplication	\$ 1,073.46	\$ -	\$ 1,074.10	\$ 2,147.56
Vehicle Fuel	\$ 4,777.62	\$ 2,319.91	\$ 1,744.30	\$ 8,841.83
Shop Supplies	\$ 4,344.41	\$ -	\$ 4,034.67	\$ 8,379.08
Travel	\$ 1,083.78	\$ 1,041.44	\$ 1,031.00	\$ 3,156.22
Subscriptions	\$ 417.11	\$ 206.31	\$ 154.34	\$ 777.76
Vehicle Lease	\$ 23,986.65	\$ 10,637.81	\$ 8,207.60	\$ 42,832.05
Outreach	\$ 1,043.44	\$ 1,021.48	\$ 1,016.07	\$ 3,080.99
Vending Machine Expenses	\$ 6,531.32	\$ 3,230.53	\$ 2,416.73	\$ 12,178.58
Software & IT - Comcast	\$ 2,935.49	\$ -	\$ 295.44	\$ 3,230.94
Software & IT - Datis	\$ 4,749.44	\$ 2,349.17	\$ 1,757.39	\$ 8,856.00
Software & IT - GB Tech	\$ 3,708.10	\$ -	\$ 373.22	\$ 4,081.32
Software & IT - ADP	\$ 15,357.92	\$ 7,596.35	\$ 5,682.75	\$ 28,637.03
	\$ 756,133.24	\$ 350,644.05	\$ 284,173.66	\$ 1,390,950.95
Grand Total				





GCTD Grant Summary					
FY	Funding Source	Description	Allocated	Amount Awarded	Award Date
2019/2020	5307	Urbanized Area Formula for Lake Jackson/Angleton for Operating and Preventive Maintenance	\$ -	\$ 2,248,377	7/24/2024
2019/2020	5307	Urbanized Area Formula for Lake Jackson/Angleton for Operating and Preventive Maintenance	\$ -	\$ 38,058	8/15/2024
2021	5307	Urbanized Area Formula for Texas City and Lake Jackson for Operating and Preventive Maintenance expenses	\$ 1,800,000	\$ -	
2021	5339	Lake Jackson	\$ 99,483		
2021	5339	Texas City	\$ 214,542		
2021	5339	Amarillo Swap Funds Lake Jackson	\$ 212,828		
2021	5339	Amarillo Swap Funds Texas City	\$ 100,155		
2022	5307	Urbanized Area Formula for Texas City and Lake Jackson for Preventive Maintenance, Operating and Planning expenses	\$ -	\$ 3,982,799	7/24/2024
2022	5307	Urbanized Area Formula for Texas City and Lake Jackson for Operating and Preventive Maintenance expenses	\$ 1,100,000	\$ -	
2022	5339	Lake Jackson	\$ 92,230	\$ -	
2022	5339	Texas City	\$ 198,901	\$ -	
2022	5339	Gulf Coast	\$ 1,900,000	\$ -	
2023	5307	Urbanized Area Formula for Texas City and Lake Jackson for Operating and Preventive Maintenance expenses	\$ 2,425,920	\$ -	
2023	5307	Urbanized Area Formula for Texas City/LaMarque for Operating and Preventive Maintenance expenses	\$ 2,002,910	\$ -	
2023	5307	Urbanized Area Formula for Lake Jackson/Angleton for Operating and Preventive Maintenance	\$ 2,062,130	\$ -	
2023	CPF	Capital Project Funding	\$ 1,175,000	\$ -	
2023	5339	Lake Jackson	\$ 95,023	\$ -	
2023	5339	Texas City	\$ 204,923	\$ -	
2023	5339	GCTD	\$ 212,317	\$ -	
2024	5307	Urbanized Area Formula for Texas City/LaMarque for Operating and Preventive Maintenance expenses	\$ 1,918,115	\$ -	
2024	5307	Urbanized Area Formula for Lake Jackson for Operating and Preventive Maintenance expenses	\$ 1,079,655	\$ -	
2024	5339	Lake Jackson	\$ 141,861	\$ -	
2024	5339	Texas City	\$ 361,508	\$ -	
2025	RSTF	HGAC Regional Strategic Transportation Fund - Texas City Maintenance Facility	\$ 7,556,640	\$ -	
2025	RSTF	HGAC Regional Strategic Transportation Fund - Fleet Replacement	\$ 1,500,000	\$ -	
2025	RSTF	HGAC Regional Strategic Transportation Fund - Transit Bus Stop Improvements	\$ 4,300,000	\$ -	
SUB-TOTALS AND TOTALS					
		5307	\$ 12,388,730	\$ 6,269,234	
		5339	\$ 3,833,771	\$ -	
		TXDOT	\$ -	\$ 271,163	
		Other	\$ 14,531,640	\$ -	
		Sub-Total	\$ 30,754,141	\$ 6,540,397	
		Expenditures through June 2024		\$ (1,809,571)	
		Total	\$ 30,754,141	\$ 4,730,826	





Operating Account

\$1,572,024.13 Bal as of 08/20
-\$134,354.12 Outstanding
-\$10,937.49 To be paid
\$1,426,732.52

This will be whats corr 2nd 1/2 Aug & Sept

\$1,426,732.52
-\$157,143.96 P/R 08/31 (08/01-15) est
-\$16,071.72 Empower 8/31 est
-\$8,282.00 Shop Lease
-\$3,500.00 Admin Lease
-\$72,896.12 UHC Est
-\$6,923.68 Principal Est
-\$41,005.43 Fuel Est
-\$157,143.96 P/R 09/15 (8/16-31) Est
-\$16,071.72 Empower 09/15 Est
\$1,120,909.61



NAME	HIRED DATE	JOB TITLE	RATE	\$3.00
Carl, Peggy	08/15/2022	CDLOPT - CDL Operator Part-Time	\$17.68	\$20.68
Fullen, Charles Ray	05/01/2021	CDLOPR - CDL Operator	\$17.68	\$20.68
Hollins, Robert Lee	06/24/2024	CDLOPT - NON-CDL Operator Part-time	\$17.00	\$20.00
Jackson, Rebecca Annette	05/01/2021	CDLOPR - CDL Operator	\$17.68	\$20.68
Kratz, Jennifer Christi	08/21/2023	CDLOPR - CDL Operator	\$17.68	\$20.68
Parker, Kevin D	02/19/2024	CDLOPT - CDL Operator Part-Time	\$17.60	\$20.60
Riddell, James Sanders	07/06/2021	CDLOPR - CDL Operator	\$17.68	\$20.68
Bankston, Jennifer rose	03/18/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Burgin, Ronnie	10/30/2023	NCDLOF - Non CDL Operator fulltime	\$14.56	\$17.56
Chambers, Kimberly felicia	08/28/2023	NCDLOF - Non CDL Operator fulltime	\$14.56	\$17.56
Cleveland, Alisia Nicole	09/25/2023	NCDLOF - Non CDL Operator fulltime	\$14.56	\$17.56
Diaz, Jose Ramon	05/28/2024	NCDLOPT - NON-CDL Operator Part-time	\$14.68	\$17.68
Edds, Carrie	06/05/2023	NCDLOP - NON-CDL Operator	\$14.56	\$17.56
Ferrer, Juan	04/17/2023	NCDLOP - NON-CDL Operator	\$14.56	\$17.56
Garza, Victor	8/6/2024	NCDLOF - Non CDL Operator fulltime	\$14.50	\$17.50
Griggs, Tasheka	05/13/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Handy, Dreneisha	04/08/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Harper, Tiffany	04/22/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Hickman, John Allen-Lee	06/24/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Hicks, Haley Jo	03/11/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Jones, Alexis	05/20/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Jackson, Alvaris	06/03/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Jackson, Warren	02/13/2023	NCDLOP - NON-CDL Operator	\$14.56	\$17.56
Jefferson Jr, Will Henry	02/19/2024	NCDLOPT - NON-CDL Operator Part-time	\$14.60	\$17.60
Luke, Brian	04/29/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Martin, Paulann Veronica	07/17/2023	NCDLOP - NON-CDL Operator	\$14.56	\$17.56
Miller, Jessica	12/05/2022	NCDLOP - NON-CDL Operator	\$14.56	\$17.56
Rios, Brandon	05/13/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Rivera, Jessica Hinojosa	06/26/2023	NCDLOP - NON-CDL Operator	\$14.56	\$17.56
Rogers, Betty Michelle	05/28/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Ryman, Kelly Travis	03/04/2024	NCDLOF - Non CDL Operator fulltime	\$14.60	\$17.60

Smith, Tina L	03/18/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Soularie, Robert earl	04/15/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Taylor, David	09/06/2022	NCDLOP - NON-CDL Operator	\$15.68	\$18.68
Urps, Tiffany	04/22/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Volkman, Coltyn Jo	06/24/2024	NCDLOF - Non CDL Operator fulltime	\$14.68	\$17.68
Williams, Brandon	05/08/2023	NCDLOFR - NON-CDL Operator Fixed Route	\$14.56	\$17.56
Young, Charles	08/28/2023	NCDLOF - Non CDL Operator fulltime	\$14.56	\$17.56
Rider, Alicia Antonia	05/01/2021	CDLP&R - CDL Operator Park & Ride	\$19.76	\$22.76
Young, Carletta Denise	11/13/2023	CDLP&R - CDL Operator Park & Ride	\$19.76	\$22.76
Sublett, David	05/08/2023	CDLOPR - CDL Operator	\$19.76	\$22.76
Washington, Willie M	05/01/2021	CDLPPT - CDL Operator Park & Ride Part-Time	\$19.76	\$22.76
Salinas, Maria	10/31/2022	NCDLOP - NON-CDL Operator	\$16.12	\$19.12
Hurst, Michael	04/24/2023	NCDLOP - NON-CDL Operator	\$16.12	\$19.12
Total hourly			\$688.70	\$823.70
Yearly Total			\$1,432,496.00	\$1,707,056.00
Additional				-\$274,560.00
				19%



PART VII

ERRORS AND OMISSIONS LIABILITY COVERAGE

I. INSURING AGREEMENT

LIABILITY OF MEMBER OR COVERED PARTY

The Fund will pay on behalf of the Member or Covered Party all monetary damages which the Member or Covered Party shall be legally obligated to pay for any civil claim or claims because of a wrongful act which occurs during the Fund Year and within the Agreement Territory.

II. COVERED PARTIES

Each of the following is a Covered Party under this Part of the Liability Coverage Document to the extent set forth below:

- A. The Member;
- B. Any officer, director, elected or appointed official, any member of a board or commission of the Member, and any employee of the Member when such Covered Parties are acting within the scope of their duties or employment as such; or
- C. Any volunteer while acting within the scope of duties assigned by the Member and while under the general supervision of an officer, director, elected or appointed official, member of a board or commission of the Member, or an employee of the Member.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Members or other Covered Parties under this Agreement, (2) persons or organizations who sustain damages payable under this Agreement, or (3) claims made or suits brought during the applicable Fund Year within the Errors and Omissions Coverage afforded by this Agreement, the Fund's liability is limited as follows:

- A. The total liability for the Fund for all damages arising out of a wrongful act shall not exceed the limit of liability stated in the Declarations for Errors and Omissions Liability Coverage for the applicable Fund Year;
- B. For the purpose of determining the Fund's limit of liability, all claims and damages arising out of a single wrongful act, interrelated wrongful acts, or a series of related wrongful acts by one or more Covered Party(ies) shall be considered a single wrongful act. If such wrongful act takes place over more than one

Fund Year in which coverage is provided to the Member by this Agreement, the wrongful act shall be deemed to have taken place during the first Fund Year during which any of the related wrongful acts occurred and coverage was provided under this Agreement and only the limit of liability during said first Fund Year shall apply;

- C. With respect to the Member's liability arising out of any joint venture to which this coverage applies, the Fund shall not be liable for an amount greater than the pro rata share of any damages based on the number of participants in the joint venture, unless otherwise expressed contractually in the joint venture agreement; and
- D. Subject to the above provisions, the Fund's total limit of liability for all damages arising out of claims made for wrongful acts, regardless of the number of claims, Members or other Covered Parties involved, shall not exceed the amount stated in the Declarations for the applicable Fund Year as "aggregate."

IV. EFFECTIVE DATES

For those Members participating in the Fund for Errors and Omissions Coverage prior to June 1, 1985, this coverage shall extend to include wrongful acts occurring prior to the date that the Member first joined the Fund for Errors and Omissions Coverage if the Member did not give notice of such wrongful act to any prior insurers or the Member had no knowledge of such wrongful act likely to give rise to a claim. For those Members joining after June 1, 1985, this coverage begins on the actual date they entered the Fund for Errors and Omissions Coverage and will not provide coverage for any claim or claims arising from wrongful acts which took place prior to the Prior Acts Period.

V. RETROACTIVE DATE

Except as provided otherwise under Section IV, Effective Dates above, this coverage does not apply to a wrongful act which occurred before the Retroactive Date, if any, shown in the Declarations.

VI. ADDITIONAL COVERAGE FOR REIMBURSEMENT OF CRIMINAL DEFENSE EXPENSES

- A. Notwithstanding any Exclusions in this Agreement, the Fund shall reimburse any Covered Party, where allowed by law, for:



reasonable attorneys' fees; and reasonable and necessary costs, excluding loss of income, when incurred in defense of any **criminal proceeding** arising out of what otherwise would be within the course and scope of the **Covered Party's** duties or employment by the **Member**.

- B. Reimbursement shall be made only if the **Covered Party** is exonerated by a court of law from all charges or all charges are subsequently withdrawn or dismissed without any admission of guilt.
- C. When a **Covered Party** is one of two or more defendants represented by the same attorney or law firm, payment shall be limited to the **Covered Party's** proportionate share of the total of the reasonable attorneys' fees and the reasonable and necessary costs paid.
- D. The term "**Covered Party**" shall be as defined in Section II of this Errors and Omissions Liability Coverage.
- E. The term "**criminal proceeding**" means the criminal prosecution of a **Covered Party** commenced by the filing with the court of an information or an indictment, alleging that the **Covered Party** had, during the **Fund Year**, and within the **Agreement Territory**, committed one or more crimes. Any such prosecution shall be considered a single "**criminal proceeding**," notwithstanding the fact that the prosecution may involve multiple incidents, multiple counts or charges, and/or multiple trials, and/or multiple appellate proceedings.

F. LIMITS OF LIABILITY

- 1. The limit of liability of the **Fund** for each **criminal proceeding** shall not exceed \$10,000, regardless of the number of **Covered Parties** that may be defendants in the criminal proceeding.
- 2. In the event there are multiple **Covered Parties** as defendants in the same criminal proceeding, payment or reimbursement shall be limited or divided between the **Covered Parties** according to each **Covered Party's** proportionate share of the total of all reasonable attorneys' fees and reasonable and necessary costs paid.

G. DEDUCTIBLE

Any deductible under this **Agreement** shall not apply to this additional coverage for reimbursement for criminal defense expenses.

VII. EXCLUSIONS

- A. For the purpose of this coverage only, Exclusion B. in the "Exclusions Applicable to All Coverages" Part, shall not apply with respect to any airport board or commission of the **Member**.
- B. In addition to those matters excluded from coverage in the "Exclusions Applicable to All Coverages" Part of this **Agreement**, the **Fund** shall not be obligated to make any payment, nor to defend any lawsuits in connection with any **claim** made against any **Member** or **Covered Party**:
 - 1. Based on or attributable to the **Member** or **Covered Party** gaining any personal profit or advantages to which the **Member** or **Covered Party** was not legally entitled;
 - 2. For the return by the **Member** or **Covered Party** of any remuneration paid to the **Member** or **Covered Party** in violation of law;
 - 3. Brought about or contributed to by the dishonesty or fraudulent acts of the **Covered Party**; however, notwithstanding the foregoing, the **Member** or **Covered Party** shall be protected under the terms of this **Agreement** as to any **claims** upon which **suit** is brought against them by reason of any alleged dishonesty or fraudulent acts on the part of them, unless a judgment or other final adjudication thereof adverse to them shall establish that acts of active and deliberate dishonesty or fraud committed by them with actual dishonest or fraudulent purpose and intent were material to the cause of action so adjudicated;
 - 4. For the loss of, criminal abstraction of, damage to, or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
 - 5. For any **damages** or **claim expense** arising out of the **law enforcement activities** of the **Member**;
 - 6. For any **damages** which result from a **wrongful act** committed intentionally with knowledge of wrongdoing; however, the **Fund** will provide a defense to the **Member** or **Covered Party** for **suits** containing those allegations;
 - 7. Arising from a **Member's** or **Covered Party's** activities in a fiduciary capacity with respect to public property and funds, bond obligations, and employee benefit and retirement funds and obligations;
 - 8. Arising from activities of any attorney-at-



law, medical personnel, architect, engineer, or accountant in the scope of their professional duties; however, notwithstanding the foregoing, the **Member** or **Covered Party** shall be protected under the terms of this **Agreement** as to any **claims** made against them solely as public officials or as employees of the **Member**;

9. Arising from a **Member's** or any **Covered Party's** failure to purchase insurance coverage; or
 10. For any **damages**, whether direct, indirect, or consequential, arising from or caused by **bodily injury, property damage, advertising injury, personal injury**, mental anguish, or mental injury, except that **damages** for mental anguish or mental injury shall not be excluded from coverage when those **damages** are sought in connection with the alleged violation of a civil right guaranteed by the U.S. Constitution, the Constitution of the State of Texas, or any state or federal statute. This Exclusion does not apply to the publication or utterance of a libel, slander, or other defamatory or disparaging material, or publication or utterance in violation of the individual's right of privacy which arises out of the employment matters of the **Member**.
- C. This coverage does not apply to any **occurrence, claim, or damages** for which coverage is otherwise afforded, or would have been afforded if the **Member** had elected the coverages, under the General Liability and Automobile Liability or the Law Enforcement Liability Coverages, it being intended by the parties that this coverage not overlap nor apply in addition to any of the other coverages to the same **occurrence, claim, or damages**.

9. Discuss and assess storm damage to all locations.

This was a discussion item: Lake Jackson had no vehicle damage, on broken tree, one bent tree, and the back side of the building had leakage. The wall will be sealed to keep this from being a problem. Park and Ride had no issues. Texas City has water that comes in from under the doors during heavy wind and rain. The metal gate was broken, we are waiting to get bids to replace it. The shop in Texas City lost 2 bay doors, they were replaced by the leasing company. We did incur overtime with having to keep an employee there until the building could be secure.

10. Discuss bus stop improvements for HGAC carry over spend down projects – Regional Strategic transportation fund (RSTF) program

This was a discussion item, no action needed at this time.

11. Discuss and take possible action related to employee uniform agreements.

This was a discussion item, no action needed at this time.

12. Discuss and take possible action related to a training agreement.

Item pending until legal review

13. Discuss and take possible action related to requiring a non-disclosure agreement.

Item pending until legal review

14. Discuss and take possible action related to LaMarque City Manager Cesar Garcia taking the LaMarque place.
On Motion by Chris Whittaker, seconded by Amy Skicki, the motion was carried with all members voting in favor.

15. Closed Session: The Board will recess into closed session at 3:47p.m. as authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, to wit:

15.1 Sec. 551.071 – Consultation with the Attorney regarding (a) a matter in which the duty of the Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with the Open Meetings Act, or (b) pending or contemplated litigation.

16. Open session 4:02 p.m. **The board reopened**

17. Discuss and take possible action related to Lisa Womacks Earned Accrued Leave

Motion Denied by Chris Whittaker, seconded by Dude Payne, all members voting in favor.

18. Set a time and date for the next meeting.

Next meeting is set to take place on August 20, 2024, at 2:00p.m. at 1415 33rd street North Texas City, TX 77590

19. Discuss and take possible action to identify items to be included on a future agenda.

Amy Skicki requested we get quotes for directors and officers policy for GCTD board.

20. Board member comments.

21. Adjournment

The meeting was adjourned at 4:05 p.m. by Stephen Holmes

Respectfully submitted,

Approved as to Content and Forum,

Lacey Hernandez

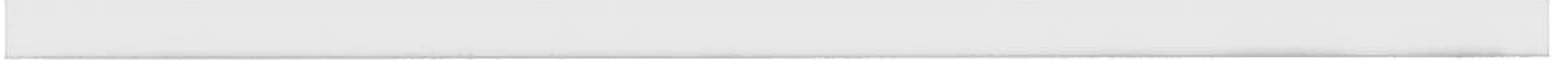
Secretary to Board of Directors

Stephen Holmes

Chairman of the Board of Directors

May 2024 Check Register

CK#	Description	Amount	Date
Bank Draft	Comcast	\$ 641.23	5/1/2024
Bank Draft	Dell	\$ 3,259.29	5/1/2024
Bank Draft	Principal	\$ 6,310.29	5/1/2024
Bank Draft	Yardi (Rent)	\$ 3,500.00	5/1/2024
Bank Draft	902 Gulf llc	\$ 8,282.00	5/1/2024
Bank Draft	UHC	\$ 60,183.22	5/1/2024
Bank Draft	DISA	\$ 2,392.19	5/2/2024
4163	Smart Stop	\$ 289.00	5/2/2024
4162	City of Texas City	\$ 628.99	5/3/2024
Bank Draft	Pitney Bowes	526.65	5/3/2024
Bank Draft	Engie	\$ 480.43	5/3/2024
Bank Draft	City of League City	\$ 319.40	5/3/2024
Bank Draft	City of League City	\$ 7.94	5/3/2024
Bank Draft	Engie	\$ 433.74	5/3/2024
Bank Draft	Engie	\$ 629.08	5/3/2024
Bank Draft	Centerpoint Energy	\$ 32.85	5/6/2024
Bank Draft	AT&T	\$ 4,045.71	5/6/2024
Bank Draft	Hertz	\$ 14,914.00	5/6/2024
4164	Legacy Collision LLC	\$ 1,979.33	5/6/2024
Bank Draft	Comcast	\$ 806.20	5/7/2024
Bank Draft	Datis	\$ 50.00	5/10/2024
Bank Draft	Comcast	\$ 816.06	5/13/2024
Bank Draft	Comcast	\$ 412.77	5/13/2024
Bank Draft	Engie Resources LLC	\$ 1,057.33	5/13/2024
Bank Draft	Engie Resources LLC	\$ 378.25	5/13/2024
Bank Draft	Mansfield Oil	\$ 44,104.84	5/13/2024
Bank Draft	Comcast	\$ 412.77	5/14/2024
4165	AFCO Insurance	\$ 6,608.33	5/16/2024
4166	VOID City of Lake Jackson 198.20	\$ -	5/16/2024
4167	VOID City of Lake Jackson - IRR 34.10	\$ -	5/16/2024
4168	City of Texas City	\$ 326.99	5/16/2024
4169	Laura Schultz	\$ 63.75	5/16/2024
4170	Wright National Flood Ins Company	\$ 3,478.00	5/16/2024
4171	Legacy Collision LLC	\$ 1,057.13	5/17/2024
Bank Draft	Waste Connections	\$ 190.60	5/20/2024
Bank Draft	Waste Connections	\$ 93.45	5/20/2024
Bank Draft	AT&T	\$ 13,061.42	5/24/2024
Bank Draft	Engie Resources LLC	\$ 478.56	5/28/2024
Bank Draft	Engie Resources LLC	\$ 476.79	5/28/2024
Bank Draft	Engie Resources LLC	\$ 498.54	5/28/2024
Bank Draft	Engie Resources LLC	\$ 329.34	5/28/2024



Bank Draft	Centerpoint Energy	\$ 38.38	5/28/2024
Bank Draft	Centerpoint Energy	\$ 31.83	5/28/2024
Bank Draft	AT&T	\$ 4,045.71	5/28/2024
ACH	SpareLabs, Inc.	\$ 53,369.26	5/29/2024
Bank Draft	Centerpoint Energy	\$ 38.53	5/30/2024
Bank Draft	Xerox	\$ 292.77	5/31/2024
Bank Draft	Xerox	\$ 295.90	5/31/2024



June 2024 Check Register

CK#	Description	Amount	Date
	ACH United Healthcare	\$ 73,387.30	6/3/2024
	ACH Dell	\$ 877.25	6/3/2024
	ACH Fastenal Company	\$ 1,915.11	6/3/2024
	ACH Olson & Olson	\$ 731.00	6/3/2024
	ACH DISA	\$ 4,239.51	6/3/2024
	ACH Principal	\$ 9,080.49	6/3/2024
	Bank Draft AT&T	\$ 13,046.81	6/21/2024
	Bank Draft Harbor Freight	\$ 355.24	6/24/2024
	Bank Draft AFCO Insurance	\$ 6,633.33	6/28/2024

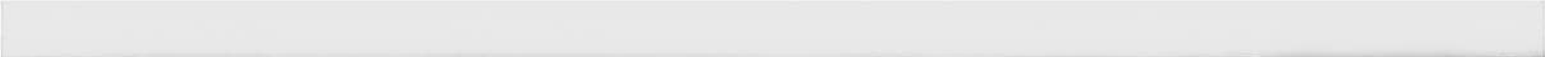


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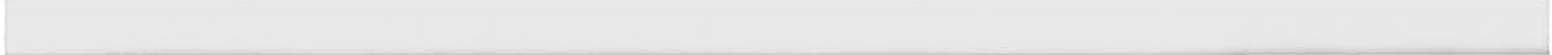


July 2024 Check Register

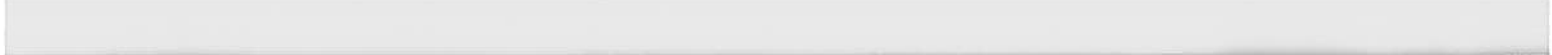
CK#	Description	Amount	Date
Bank Draft	Comcast	\$804.09	7/1/2024
Bank Draft	AT&T	\$234.34	7/1/2024
Bank Draft	Pitney Bowes	\$200.00	7/1/2024
Bank Draft	Mansfield Oil	\$43,868.52	7/11/2024
Bank Draft	United Healthcare	\$63,494.93	7/11/2024
Bank Draft	Principal	\$6,082.10	7/12/2024
Bank Draft	Comcast	\$814.43	7/17/2024
Bank Draft	Waste Connections	\$95.30	7/17/2024
Bank Draft	Waste Connections	\$93.45	7/17/2024
Bank Draft	AT&T	\$11,961.71	7/18/2024
Bank Draft	Engie	\$1,615.99	7/18/2024
Bank Draft	Engie	\$354.51	7/18/2024
Bank Draft	Engie	\$574.08	7/18/2024
Bank Draft	Engie	\$570.20	7/18/2024
Bank Draft	Engie	\$506.20	7/18/2024
Bank Draft	AlSCO	\$769.41	7/18/2024
Bank Draft	HiTouch	\$478.35	7/18/2024
Bank Draft	Lowe's	\$783.16	7/18/2024
Bank Draft	O'Reilly	\$8,085.95	7/18/2024
Bank Draft	Amazon capitol Services	\$1,436.22	7/19/2024
Bank Draft	TML Intergovernmental Risk Pool	\$1,000.00	7/22/2024
Bank Draft	GB Tech	\$6,680.00	7/22/2024
Bank Draft	Gass Automotive	\$480.00	7/22/2024
Bank Draft	DISA	\$4,239.51	7/22/2024
Bank Draft	TNT Signs	\$2,830.00	7/22/2024
Bank Draft	Kleen Supply Company	\$377.37	7/22/2024
Bank Draft	Dreyfus Printing	\$442.00	7/22/2024
Bank Draft	Lowe's	\$759.92	7/22/2024
Bank Draft	Visa	\$4,086.57	7/24/2024
Bank Draft	Visa	\$919.00	7/24/2024
Bank Draft	Visa	\$278.57	7/24/2024
4172	Tony & Bros Towing	\$1,800.00	7/24/2024
Bank Draft	Comcast	\$641.37	7/25/2024
Bank Draft	Comcast	\$1,267.28	7/25/2024
4173	Floyd Rowe	\$36.00	7/25/2024
4174	Willie Kruse	\$23.00	7/25/2024
Bank Draft	AT&T	\$239.34	7/29/2024
Bank Draft	AT&T	\$234.34	7/29/2024
Bank Draft	AT&T	\$4,052.45	7/29/2024
Bank Draft	GB Tech	\$15,491.48	7/29/2024
Bank Draft	TML Intergovernmental Risk Pool	\$94,648.25	7/29/2024
Bank Draft	Datis	\$2,000.00	7/29/2024



Bank Draft	Olson & Olson	\$11,001.50	7/29/2024
Bank Draft	AT&T	\$8,065.34	7/29/2024
Bank Draft	Xerox	\$292.77	7/30/2024
Bank Draft	Xerox	\$295.90	7/30/2024
Bank Draft	Harbor Freight	\$21.99	7/30/2024
Bank Draft	Engie	\$620.79	7/30/2024
Bank Draft	Engie	\$545.08	7/30/2024
Bank Draft	City of League City	\$8.92	7/30/2024
Bank Draft	Alsco	\$364.70	7/30/2024
Bank Draft	Comcast	\$835.59	7/30/2024
Bank Draft	Centerpoint Energy	\$63.66	7/30/2024
Bank Draft	Centerpoint Energy	\$43.64	7/30/2024
Bank Draft	AT&T	\$8,065.34	7/30/2024
4175	A-Line Auto Parts	\$1,068.12	7/30/2024
4176	A-Teams Heating & AC	\$5,702.81	7/30/2024
4177	AIRGAS USA	\$153.26	7/30/2024
4178	Axiv One Consulting	\$1,895.44	7/30/2024
4179	Bevis Pest Control	\$325.00	7/30/2024
4180	Blender Direct	\$2,761.50	7/30/2024
4181	BlueTriton Brands	\$354.30	7/30/2024
4182	Bosone Automotive	\$3,401.98	7/30/2024
4183	Brazosport Tire	\$250.00	7/30/2024
4184	BTG	\$11.07	7/30/2024
4185	Campbells Towing	\$700.00	7/30/2024
4186	City of Texas City	\$889.98	7/30/2024
4187	Coastal Direct Auto and Fleet Services	\$544.13	7/30/2024
4188	Coastal Welding Supply	\$24.81	7/30/2024
4189	Cummins Southern Plains LLC	\$104.51	7/30/2024
4190	Gillig LLC	\$6,149.31	7/30/2024
4191	Grease Monkey	\$97.50	7/30/2024
4192	Harris County Accounts Reveivable	\$117.86	7/30/2024
4193	Heritage-Crystal Clean	\$156.00	7/30/2024
4194	Irrigation Concepts	\$456.25	7/30/2024
4195	Karen Shortt	\$23.27	7/30/2024
4196	La Marque Outlet Development, LP	\$34.28	7/30/2024
4197	Language Line Services	\$201.33	7/30/2024
4198	Leo Martin Chevrolet	\$762.45	7/30/2024
4199	Matthews, INC.	\$90.00	7/30/2024
4200	Summit Fire & Security	\$920.43	7/30/2024
4201	Sun Coast Resources	\$197.52	7/30/2024
4202	TJ's Lube Stop	\$32.50	7/30/2024
4203	TxTag	\$2.02	7/30/2024
4204	A-Line Auto Parts	\$1,007.79	7/30/2024
4205	The Aftermarket Parts Company LLC	\$832.81	7/30/2024



4206	Yaklin Ford	\$2,641.32	7/30/2024
4207	Yaklin Ford	\$1,104.46	7/30/2024
4208	Ron Carter	\$3,051.00	7/31/2024
4209	Ron Carter	\$2,626.04	7/31/2024
Bank Draft	Hertz	\$74,028.29	7/31/2024
4210	Alert Alarms	\$425.00	7/31/2024
4211	Alert Alarms	\$815.00	7/31/2024
4212	Alert Alarms	\$455.00	7/31/2024
Bank Draft	Lowes	\$979.24	7/31/2024



Georgia Mass Transit Build-A-Bus Worksheet

Download this form to your computer for use when purchasing buses. Use this worksheet to build your bus by selecting options to add and delete. Your custom bus should be verified with the vendor to ensure options compatibility with options selected.

Contract Number: 99999-SPD-SPD0000212-0010

VENDOR NAME:	ABC Bus, Inc.
Delivery Cost Per Mile	\$2.00
Estimated Number of Miles	1355.00
Delivery Cost	\$2,710.00

Description of Bus	Manufacturer Make/Model
4-4A - 22' Light Transit Vehicle	Turtle Top Terra Transit MD
	Bus Bid Price
	\$105,636.00

BUS OPTION DELETION DESCRIPTION

Freedman Mid High Per Person (2)	\$640.00
----------------------------------	----------

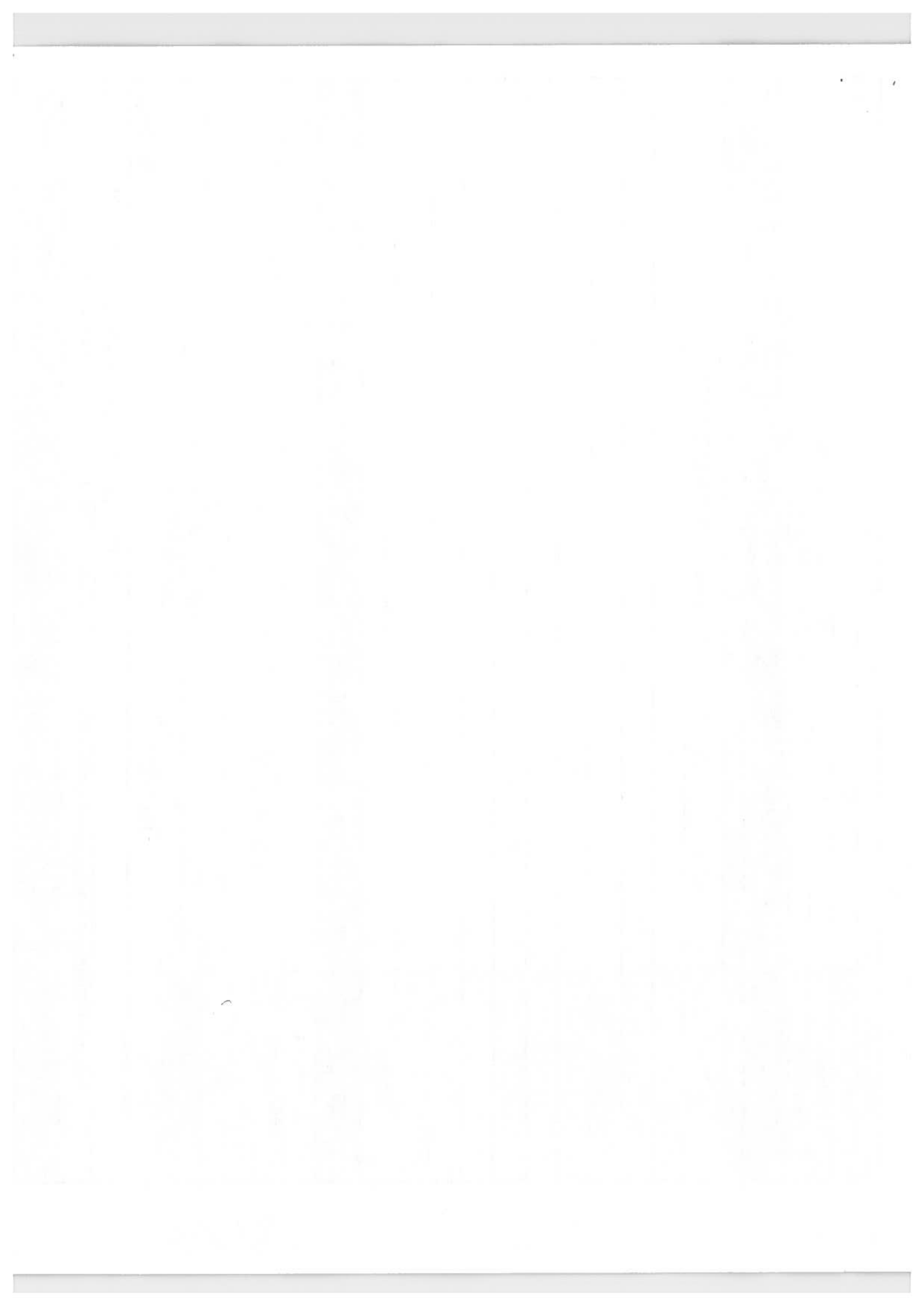
TOTAL COST OF DELETIONS	\$640.00
--------------------------------	-----------------

Note: Insert Lines as necessary

BUS OPTIONS ADDITIONS DESCRIPTION

MorRyde RSX Rear Suspension System	\$3,414.00
Spheros 90k BTU A/C System	\$1,354.00
Heater - 65k BTU	\$875.00
Transsign 12V LED Front/Side Destination Signs	\$6,210.00
COST	

113,614





Note: Insert lines as needed

TOTAL COST OF SOURCED GOODS

\$6,020.00

TOTAL COST OF BUS

\$136,384.00





Media Consent and Release Form

For use with Video, Photo(s), or Voice Recording(s)

I _____ (Print First and Last Name) **hereby** agree to waive compensation and authorize video, photo(s) and or voice recording(s) to be made of me (or the above-named individual acting as legal guardian or custodian) by Gulf Coast Transit District.

- To be used for informational, and or public relations purposes within GCTD.
- The end product will be shown on various GCTD social media pages such as Facebook, YouTube , Twitter, and Instagram.
- I understand the video, photo(s) and/or voice may appear online as soon as 1 hour after the taping, and will remain online indefinitely and may subsequently appear in publications that GCTD deems appropriate that help promote or publicize for the intended purpose that the video, photo(s) and/or voice recording was prepared.

I authorize disclosure and release of the video, photo(s) and/or voice recording to Gulf Coast Transit District.

I have read and understand the foregoing and I consent to the use of my video, photo(s) and/or voice recording as specified for the above-described purpose(s) or that of my custodian. I further understand that no royalty, fee or other compensation of any character shall become payable to me or my custodian by Gulf Coast Transit District for such use. I understand that consent to use mine or that of my custodian’s video, photo(s) and/or voice recording is voluntary.

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein mine or that of my custodian’s video likeness appears.

I hereby hold harmless and release and forever discharge Gulf Coast Transit District from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate or that of my custodian have or may have by reason of this authorization.

The personal information provided will be used for the purpose set forth above. Disclosure of personal information is voluntary.

I am at least 18 years of age, and or the legal guardian/custodian, and I am competent to contract in my own name or in the name of my child and I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Signature of Individual or other legally authorized person

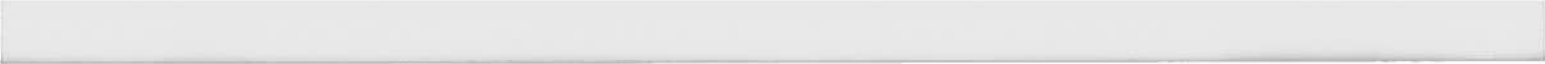
Date

Print Name

Title

Email (Optional)

Project/Production Notes:



THE UNIVERSITY OF CHICAGO

PHILOSOPHY DEPARTMENT

PHILOSOPHY 101

LECTURE NOTES

BY [Name]

DATE

TOPIC

CHAPTER

SECTION

LECTURE

DATE

BY





TROPICAL STORM AND HURRICANE PREPAREDNESS PROCEDURES GULF COAST TRANSIT DISTRICT TEXAS CITY, LAKE JACKSON, AND PARK & RIDE LOCATIONS

Hurricane season on the Gulf Coast extends each year from June 1 through November 30.

Every year, prior to the onset of Hurricane season, GCTD Management and critical staff will meet to review the Facility Hurricane Procedures, and amendments will be made as necessary. The Safety Manager and Shop Managers will conduct an inventory of emergency supplies and purchase anything that we do not have to hand over or that needs to be replaced. The Safety Manager and Shop Managers will be responsible for checking the facility to make sure all portable items are properly secured.

When the U.S. Weather Service predicts a tropical storm or a hurricane to affect the Harris County / Brazoria County / Galveston County areas, a strategy meeting will be called for all Managers and critical staff to discuss specific plans. A person from each department will be assigned to coordinate preparations for their areas and responsibilities. Employees with questions about attendance during a storm period should be referred to their managers.

The facility will continue to receive and provide service if it is safe to do so, but if a storm is imminent the following should be used as a guideline. Remember, this timeline is only a guide, and it could be moved forwards or backwards depending on the severity and the expected arrival of the storm.

There are several websites that can provide us with up to the minute weather information. Here are a few that we can log onto:

www.weather.com (The Weather Channel)

www.khou.com (Channel 2 news in Houston)

www.abc13.com (Channel 13 news in Houston)

Radio Station – 740 AM

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

5300 S. DICKINSON DRIVE

CHICAGO, ILLINOIS 60637

TEL: 773-936-3700

FAX: 773-936-3700

WWW: WWW.PHYSICS.UCHICAGO.EDU

PHYSICS 101

LECTURE 1

A HURRICANE WATCH IS IN EFFECT. THE STORM IS 72 HOURS FROM THE COAST.

- 1) Begin coordinated team communication with internal staff and drivers
- 2) Verify again emergency equipment inventory and supplies to ensure adequate quantities of rope, plywood, masking tape, flashlights, batteries, cables, etc. required for latching down any heavy equipment, and loose items that must remain outside, and boarding up and taping of windows.
- 3) All Mechanical and Truck Bay users will be notified to begin securing their areas.
- 4) Call all vendors to remove or pump out waste bladders, waste oil, non-hazardous waste, grease traps, trash and dunnage, and scrap metal.
- 5) Critical files on computers should be backed up onto thumb drives and stored in a safe place.
- 6) Any loose gear not in use on the grounds should be moved inside or secured.
- 7) A small amount of canned goods, drinking water, and canned drinks should be purchased and stored in case people get stranded on the facility during or after the hurricane. These will be stored with the Safety Coordinator or Transportation Manager(s).
- 8) A safe location should be designated as the storm center.
- 9) Each department will inspect their areas of responsibility for compliance.
- 10) Sandbag all exit doors and shop doors.
- 11) Send closures out to the community.
- 12) Hurricane survival box: dry foods, water, first aid kit, etc.
- 13) List of Emergency call outs.

THE STORM IS 48 HOURS FROM THE COAST.

- 1) Continue coordinated team communication.
- 2) Move non-essential equipment to a safe location. Service all equipment and trucks with fuel, lubricants, etc. in order that it can be used after the storm.
- 3) Make ready all portable generators, air compressors, and portable radios.
- 4) Latch down non-essential gear and equipment that must remain outside, recheck on all other securements previously done.
- 5) Any daily use materials that carry a warning label (solvents, cleaning agents, paint, pesticides, etc.) should be put into their lockers and secured.
- 6) Each department will inspect their area of responsibility for compliance.
- 7) Sandbag all exit doors and shop doors.
- 8) Send closures out to the community.
- 9) Hurricane survival box: dry foods, water, first aid kit, etc.
- 10) List of Emergency call outs.

1. Introduction

2. Methodology

3. Results

4. Discussion

5. Conclusion

THE STORM IS 24 HOURS FROM THE COAST

- 1) Continue coordinated team communication.
- 2) Move desks, files, office equipment, and furniture away from uncovered windows. Put all papers in file cabinets or drawers along with telephones.
- 3) Computers, copiers, and printers should be moved to a safe location. Make sure they are marked with names and departments to hasten redistribution after the storm.
- 4) Continue to secure facility and company equipment.
- 5) Service all vehicles with fuel, etc.
- 6) Board up or tape all windows.
- 7) Each department will inspect their areas of responsibility for compliance.
- 8) Sandbag all exit doors and shop doors.
- 9) Send closures out to the community.
- 10) Hurricane survival box: dry foods, water, first aid kit, etc.
- 11) List of Emergency call outs.

THE STORM IS WITHIN 12 HOURS FROM THE COAST

- 1) Continue coordinated team communication.
- 2) Secure all electrical power sources not required for minimum operation. Electrical equipment should be turned off and unplugged; lights should be turned off except for areas that might be manned.
- 3) All equipment should now be secured in a safe location.
- 4) Each department will inspect their area of responsibility for compliance.
- 5) All other hurricane preparations should be completed. Excuse all non-essential personnel.

THE STORM IS WITHIN 6 HOURS FROM THE COAST

- 1) Continue coordinated team communication.
- 2) Storm coordinators should make their last check of the facility to ensure nothing has been missed. Any last-minute preparations should be completed.
- 3) Prepare to ride out the storm. If you are required to be on premises, you should remain indoors. Be sure to have your emergency supplies (radio, flashlight, batteries, etc.). Monitor the weather information.

POST STORM OPERATIONS

- 1) Re-staff entrances to keep out vandals and sightseers.
- 2) Survey for damaged or injured personnel. Assist any injuries as necessary.
- 3) Assess damage to facility and equipment. Provide the Executive Director with a written report accompanied with photographs when possible.



- 4) Prioritize cleanup and repairs:
 - a. Remedy dangerous and hazardous conditions
 - b. Remove debris.
 - c. Temporary repairs.
 - d. Permanent repairs.
- 5) Advise Communication Team on facility and equipment status and plans after the storm.

EXHIBIT A

Gulf Coast Transit District Disadvantaged Business Enterprise Program

Developed August 2020

GULF COAST TRANSIT DISTRICT
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

POLICY STATEMENT

Section 26.1, 26.23 – Objectives/Policy Statement

The Gulf Coast Transit District (“GCTD”) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT). The GCTD has received federal financial assistance from the Federal Transit Administration (FTA) and, as a condition of receiving this assistance, the GCTD has signed an assurance that it will comply with 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

It is the policy of the GCTD to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT/FTA-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT/FTA-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT/FTA-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The Civil Right and Compliance Manager of third-party contractor, The Goodman Corporation, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the GCTD in its financial assistance agreements with the FTA.

The GCTD has disseminated this policy statement to the Board of Trustees and all transit related components of the GCTD. The GCTD will distribute this statement to DBE and non-DBE business communities that perform work for the GCTD on DOT/FTA-assisted contracts.

Chairman Stephen D. Holmes
Gulf Coast Transit District
Board of Directors

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 – Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 – Applicability

The GCTD is the recipient of FTA funds authorized by Moving Ahead for Progress in the 21st Century Act (MAP-21) and all extensions and Fixing America's Surface Transportation (FAST) Act and all extensions.

Section 26.5 – Definitions

The GCTD accepts the definitions contained in 49 CFR Section 26.5 for this program.

Section 26.7 – Non-discrimination Requirements

The GCTD will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the GCTD will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 – Reporting and Record Keeping Requirements

Reporting to DOT/FTA: 26.11(b)

The GCTD will report DBE participation to FTA on a biannual basis using the Uniform Report of DBE Awards or Commitments and Payments Form (DOT Form 4630) through the Transit Award Management System (TrAMS) system. The GCTD will follow the guidance listed in **Attachment 8**.

Bidders List: 26.11(c)

The GCTD will create a bidders list, consisting of information about all DBE, Small Business Enterprise (SBE), and non-DBE firms that bid or propose on FTA-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidders list will include the name, address, DBE, SBE, or non-DBE status, age, and annual gross receipts of the firms.

The GCTD will collect this information through the procurement process requiring prime respondent, bidder, or contractor to report the name, address, DBE, SBE, or non-DBE status, age, and annual gross receipts of all firms who propose or bid on procurement.

Section 26.13 – Assurances

The GCTD has signed the following assurances, applicable to all DOT/FTA-assisted contracts and their administration:

Assurance: 26.13(a)

The GCC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT/FTA-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The GCTD shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT/FTA-assisted contracts. The GCTD's DBE Program, as required by 49 CFR part 26 and as approved by DOT/FTA, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the GCTD of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT/FTA-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT/FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Every financial assistance agreement the GCTD signs with the FTA will include the following assurance.

SUBPART B– ADMINISTRATIVE REQUIREMENTS

Section 26.21 – DBE Program Updates

Since the GCTD has received, or will receive, a grant of \$250,000 or more in FTA planning capital, and/or operating assistance in a single federal fiscal year, the GCTD will continue to carry out this program until all funds from FTA financial assistance have been expended. The GCTD will provide to FTA updates representing significant changes in the program on an as needed basis.

Section 26.23 – Policy Statement

The Policy Statement is provided on the first page of this program document.

Section 26.25 – DBE Liaison Officer (DBELO)

The GCTD has designated the following individual as our DBE Liaison Officer:

Kara McManus
Civil Rights and Compliance Manager
The Goodman Corporation
911 W. Anderson Lane #200
Austin, TX 78757
(713) 951-7951 ext. 10
kmcmanus@thegoodmancorp.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the GCTD complies with all provision of 49 CFR part 26. The DBELO has direct, independent access to Chairman of the GCTD Board and Executive Staff, concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment 1** to this program.

The DBELO is responsible for developing, implementing, managing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of two (2) additional people to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT/FTA.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and, if necessary, contract specific goals attainment) and identifies ways to improve progress.
6. Analyzes the GCTD's progress toward goal attainment and identifies ways to improve progress.
7. Reports all vehicle purchase orders to the FTA within the required timeframe.
8. Advises the Executive Staff and GCTD Board on DBE matters and achievement.

GCTD DBE Program – FY2020

9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.
11. Maintains the GCTD's updated directory on certified DBEs.
12. Analyzes shortfall if the overall goal is not reached. If required, will develop a corrective action plan and submit the plan to DOT/FTA.

Section 26.27 – DBE Financial Institutions

The DBELO has investigated the availability of financial institutions owned and controlled by socially and economically disadvantaged individuals in the greater Houston area on the Federal Reserve's Minority Depository Institutions, <https://www.federalreserve.gov/supervisionreg/minority-depository-institutions.htm>, and Partnership for Progress, <https://fedpartnership.gov/> .. If available, the GCTD will make reasonable efforts to use these institutions and encourage prime contractors to use these institutions.

Section 26.29 – Prompt Payment Mechanisms

The GCTD will include the following clauses in each DOT/FTA-assisted prime contract:

Prompt Payment: 26.29(a)

The Contractor shall pay all subcontractors performing work related to this contract for satisfactory performance of that work no later than ten (10) days after the Contractor's receipt of payment from the GCTD for that work.

After ten (10) days, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is equal to the sum of one (1) percent and the prime rate, as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The rate of interest is stated on the Texas Comptroller of Public Accounts' Prompt Payment Overview of Requirements, https://fmx.cpa.state.tx.us/fm/pubs/purchase/prompt_pay/index.php?section=overview&page=rate.

Retainage: 26.29(b)

The Contractor shall return retainage payments to each subcontractor no later than ten (10) days after receipt of incremental retainage payments from the GCTD. Any delay or postponement of payment from this time frame may occur only for good cause following written approval of the GCTD. This clause applies to DBE, SBE, and non-DBE subcontracts.

Reporting:

The Contractor shall report DBE and SBE participation on a monthly basis on the Contractor Payment Report Form, **Attachment 6**.

Monitoring and Enforcement: 26.29(d)

The GCTD has established a monthly Contractor Payment Report Form to monitor and enforce that prompt payment and return of retainage is in fact occurring. The GCTD will review this form when it is submitted and perform periodic checks with subcontractors to ensure Contractor Payment Report Form matches payment.

Section 26.31 – Directory

The GCTD provides instructions to potential bidders to access the State of Texas's online Uniform Certification Program Directory (TUCP) or Diversity Management System, which identifies all firms eligible to participate as DBEs and SBEs. This directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. A copy of the Texas Unified Certification Program DBE Information Directory can be obtained on the website, <https://txdot.txdotcms.com/>.

Section 26.33 – Overconcentration

There is an undue burden on non-DBEs if there is an overconcentration of in a certain type of work opportunity. If an overconcentration is present, the GCTD will develop the appropriate, FTA-approved measures to address the issue. Currently, the GCTD has not identified that overconcentration exists in the types of work that DBE subcontractors perform. The GCTD will re-evaluate for over concentration every three years.

Section 26.35 – Business Development Programs

The GCTD has not established a business development program. The GCTD will re-evaluate the need for a business development program every three years.

Section 26.37 – Monitoring and Enforcement Mechanisms

The GCTD will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The GCTD will bring to the attention of the DOT/FTA any false, fraudulent, or dishonest conduct in connection with the program, so that DOT/FTA can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT/FTA Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The GCTD will consider similar action under out own legal authorities, including responsibility determinations in future contracts. **Attachment 3** lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. The GCTD will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by providing and monitoring written certification for every contract/project on which DBEs are participating, ensuring the DBEs are in fact performing the work; requiring reporting forms; and verifying payment amounts.
4. The GCTD will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 – Small Business Participation

The GCTD is dedicated to fostering small business participation in its procurements. Participation of SBEs is incorporated into this DBE program in accordance with 49 CFR part 26 and is intended to meet an overall SBE program goal of meeting the maximum feasible portion of a goal through race-neutral means of obtaining DBE and non-DBE small business participation (49 CFR part 26.51). The GCTD will implement the small business participation in its next procurement.

The GCTD uses the same standards certification and verification processes as the Texas Department of Transportation (TxDOT) and the City of Houston SBE Program, which requires businesses to meet the US Small Business Administration (SBA) size standards. The SBA small business size standards for employees and annual firm receipts are located at: <https://www.sba.gov/content/summary-size-standards-industry-sector>. Other requirements include the firm owner's personal net worth is less than \$1,320,000 and that the firm is a for-profit organization. All SBEs listed on the TxDOT Small Business Enterprise Program Directory and the City of Houston's SBE Program will be considered as an SBE. The GCTD will include TxDOT's and the City of Houston's Certified SBEs in its SBE Directory that is included in all procurements and kept on file with the GCTD. A certified DBE with the Texas Uniform Certification Program (TUCP) is presumed eligible to participate in the small business participation program as well due to the listed requirements for DBEs. The GCTD will review TxDOT's and the City of Houston's SBE directories for verification of SBE Certification; if the firm is not located in either directory, the GCTD will ask the firm to verify SBE standing by filling out TxDOT's SBE Certification Form located at: http://www.dot.state.tx.us/business/business_outreach/sbe.htm.

Due to the limited FTA-funded projects, the GCTD will use the following strategies to promote SBE participation:

- On larger contracts, the GCTD will strongly encourage the prime contractor to specify elements of the contract or specific subcontracts that are of a size that small businesses can reasonably perform. An example of this would be encouraging a prime contractor of a large construction contract to use an SBE subcontractor for elements such as poured concrete or electrical work.
- On prime contracts not having DBE contract goals, the GCTD can require the prime contractor to provide subcontracting opportunities of a size that small businesses can reasonably perform, rather than self-performing all the work involved. An example would be requiring an SBE to perform the landscape architecture portion of an engineering contract for a streetscape design.
- When possible, the GCTD will unbundle contracts to make the separate smaller projects that an SBE could become the prime contractor on. This also includes the removal of unnecessary and unjustified bundling of contract requirements.
- The GCTD reaches out to small business organizations during the DBE goal setting consultative process and solicitates their feedback on the goal setting process.
- The GCTD uses the TUCP as well as the City of Houston's Office of Business Opportunities website to contact potential SBEs about potential procurement opportunities and also notes when SBEs are utilized in contracts. The GCTD documents when SBEs are used in DBE Shortfall Analyses.
- The GCTD will encourage SBEs to engage in procurements as prime contractors.
- The GCTD will monitor when prime contractor's remove SBEs from contracts and will encourage the prime contractor to engage another SBE in the replacement.
- The GCTD will implement other types of strategies to encourage SBE participation when possible for procurement opportunities, such as keeping a reasonable number of projects a size that a small business, can reasonably perform as a prime contractor; simplifying or reducing bonding requirements, when applicable; and unbundling larger contracts.

The GCTD's Small Business Participation will include outreach to SBEs. Outreach efforts include pro-active methods, including but not limited to soliciting bids or proposals from SBEs, encouraging participation in pre-bid and pre-proposal meetings, and providing information on becoming TxDOT SBE Certified when requested. In procurement documentation, the GCTD will break down potential SBE subcontracting opportunities in the procurement and provided bidders or proposers with the names and contact information of certified SBEs listed in the TxDOT and City of Houston SBE Directories. The GCTD will encourage bidders or proposers to contact companies on that list at pre-bid and pre-proposal meetings. The GCTD will provide outreach to the Galveston Small Business Development GCTD to include them in DBE Public Participation events and notify them of potential third-party contracting opportunities when they become available. The GCTD will also solicit the Galveston Small Business Development GCTD for their opinion on the GCTD's DBE Program and Outreach methods for SBEs.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 – Set-asides or Quotas

The GCTD does not use set-asides and/or quotas in the administration of the GCTD's DBE program.

Section 26.45 – Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in **the DBE Goal Setting Plan** in separate documentation. This DBE Goal Setting will be updated every three years.

In accordance with Section 26.45(f), the GCTD will submit its overall goal to FTA by August 1 at three-year intervals based on a schedule as specified by FTA. The GCTD may adjust the three-year overall goal during the three-year period to reflect changed circumstance, but FTA must review and approve the change.

When establishing the overall goal every three years, the GCTD will consult with local agencies and organizations, trade groups, and local contractors to determine the availability of DBEs, SBEs, and non-DBEs, the effects of discrimination on opportunities for DBEs, and GCTD's efforts to improve the participation of DBEs and SBEs.

In addition to the consultation, the GCTD will publish a notice of the proposed overall goal on the GCTD's website. The notice will inform the public about the proposed goal, the rationale for establishing the goal, a location where the proposed goal and rationale can be reviewed for 30 days following the date of the notice and an address where comments can be sent. The GCTD will accept comments about the goal and rationale for 30 days from the date of the notice. The GCTD's goal submission to FTA will include the comments received during the public comment process and the GCTD's responses, if needed. The GCTD will begin using the overall goal on October 1 of the year adopted unless the GCTD receives other instructions from FTA.

Section 26.47 – Goal Setting and Accountability

If the awards and commitments shown on the GCTD's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, the GCTD will:

- Analyze in detail the reasons for the difference between the overall goal and the actual awards/commitments; and
- Establish specific steps and milestones for the next fiscal year to correct the problems identified.

Section 26.49 – Transit Vehicle Manufacturers Goals

The GCTD will require each transit vehicle manufacturer, as a condition of being authorized to propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of Section 26.49. The GCTD will verify that all vehicles procured are from companies listed on the FTA Transit Vehicle Manufacturer (TVM) website.

After the execution of a vehicle purchase order, the GCTD's DBELO, or authorized individual, will submit the name of the successful TVM, the total dollar value of the purchase order, and all other required information on the FTA-provided online form. The DBELO will complete this form within 30 days of executing the purchase order. The Transportation Director will verify that this task has been completed within five (5) days of the deadline.

Section 26.51 – Race-Neutral and Race-Conscious Participation

The breakout of estimated race-neutral participation can be found in **DBE Goal Setting**. The DBE Goal Setting will be updated every three years.

Race Neutral Measures include, but are not limited to:

- Pre-bid and advertisement notifications of prime or subcontracting opportunities
- Listing of the aspirational DBE Program Goal in all procurements
- Outreach efforts to business organizations and listed DBEs on the TUCP
- Providing information about becoming a registered DBE to current contractors
- Facilitating relationships between DBEs and Prime Contractors, if requested

For Race-Neutral participation, the GCTD's procurements will include the following documentation to respondents, bidders, or contractors.

The respondent, bidder, or contractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The respondent, bidder, or contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the respondent, bidder, or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GCTD deems appropriate. Each subcontract the respondent, bidder, or contractor signs with a subcontractor must include the assurance in this paragraph.

Award of this contract is conditioned on submission of the following information (included in Attachment 4):

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- *The names and addresses of subcontractors that will participate in the contract;*
- *A description of the work that each subcontractor will perform;*
- *Whether the firm is a DBE, SBE, or non-DBE;*
- *The ethnic code, as described in the form;*
- *The age of the firm;*
- *The annual gross receipts from the firm;*
- *The dollar amount of the participation of each DBE firm participating; and*
- *Written and signed documentation of commitment to use a DBE subcontractor.*

Written and signed confirmation from the DBE or SBE that it is participating in the contract as provided in the prime contractor's commitment

Section 26.51(d-g) – Contract Goals

The GCTD will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. The GCTD will use contract goals to meet any portion of the overall goal that does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

The GCTD will establish contract goals only on those DOT/FTA-assisted contracts that have subcontracting possibilities. The GCTD need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

Section 26.53 – Good Faith Efforts Procedures

Since the GCTD does not intend to use contract goals for DBE participation, the following good faith efforts will only be used if contract goals are established.

Demonstration of Good Faith Efforts: 26.53(a) & (c)

The GCTD will deny award of a contract to a respondent, bidder, or contractor that does not either: (1) meet the contract goal with verified, countable DBE and/or SBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE and/or SBE contract goal, even though it was unable to do so. It is the obligation of the respondent, bidder, or contractor to demonstrate it has made sufficient good faith efforts prior to submission of its bid. The DBELO is responsible for determining whether a respondent, bidder, or contractor who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

Information to be Submitted: 26.53(b)

For all FTA assisted contracts, for which a contract goal has been established, the GCTD will require the respondent, bidder, or contractor to submit the following information:

- The names and addresses of subcontractors that will participate in the contract;
- A description of the work that each subcontractor will perform;
- Whether the firm is a DBE, SBE, or non-DBE;
- The ethnic code, as described in the form;
- The age of the firm;
- The annual gross receipts from the firm;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE or SBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration: 26.53(d)

Within 15 days of being informed by the GCTD that it is not responsive because it has not documented sufficient good faith efforts, a respondent, bidder, or contractor may request administrative reconsideration. Respondents, bidders, or contractors should make this request in writing to the following Reconsideration Official:

Sean Middleton, MPA, MA
Interim Executive Director
Gulf Coast Transit District
1415 33rd Street North
Texas City, Tx 77590
(409) 944.4446
smiddleton@thegoodmancorp.com

The Reconsideration Official will not have played any role in the original determination that the respondent, bidder, or contractor did not document sufficient good faith efforts.

As part of this reconsideration, the respondent, bidder, or contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The respondent, bidder, or contractor will have the opportunity to meet in person with the GCTD's Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The GCTD will send the respondent, bidder, or contractor a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to FTA or DOT.

Good Faith Efforts when a DBE is Terminated/Replaced on a Contract: 26.53(f)

The GCTD requires that prime contractors not terminate a DBE or SBE subcontractor listed on a response, bid, or contract with a DBE and/or SBE contract goal without the GCTD's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE or SBE subcontractor, as established by Section 26.53(f)(3).

The prime contractor must give notice in writing to the DBE or SBE subcontractor of its intent to terminate before transmitting its request to terminate the DBE or SBE or substitute a DBE or SBE subcontractor to the GCTD. A copy of this notice must be provided to the GCTD prior to consideration of the request to terminate or substitute. The DBE or SBE subcontractor will then have five (5) days to respond and advise the prime contractor of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE or SBE's subcontract, the GCTD will require the prime contractor to make good faith efforts to replace a DBE or SBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE or SBE subcontractor, to the extent needed to meet the contract goal. If the prime contractor is unable to find another DBE or SBE subcontractor to perform the work, the GCTD will require the prime contractor to obtain the GCTD's prior approval to substituting a non-DBE or non-SBE subcontractor and provide documentation of good faith efforts.

If the prime contractor fails or refuses to comply with the good faith efforts to terminate or replace a DBE or SBE subcontractor, then the GCTD may take action against the prime contractor as defined in **Attachment 3, Monitoring and Enforcement**.

Sample Bid Specification:

The requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, apply to this contract. It is the policy of the GCTD to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit responses/bids. Award of this contract will be conditioned upon satisfying the requirements of this

bid specification. These requirements apply to all respondents, bidders, or contractors, including those who qualify as a DBE. A DBE contract goal of <insert appropriate goal> has been established for this contract. The respondent, bidder, or contractor shall make good faith efforts, as defined in Appendix A, 49 CFR part 26, to meet the contract goal for DBE and/or SBE participation in the performance of this contract.

The respondent, bidder, or contractor will be required to submit the following information:

- *The names and addresses of subcontractors that will participate in the contract;*
- *A description of the work that each subcontractor will perform;*
- *Whether the firm is a DBE, SBE, or non-DBE;*
- *The ethnic code, as described in the form;*
- *The age of the firm;*
- *The annual gross receipts from the firm;*
- *The dollar amount of the participation of each DBE firm participating;*
- *Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;*
- *Written and signed confirmation from the DBE or SBE that it is participating in the contract as provided in the prime contractor's commitment; and*
- *If the contract goal is not met, evidence of good faith efforts.*

Section 26.55 – Counting DBE Participation

The GCTD will count DBE participation toward overall and contract goals as provided in Section 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.81– Unified Certification Program

The GCTD is a member agency of the State of Texas's Unified Certification Program (TUCP), which is administered by the Texas Department of Transportation. The TUCP meets all the requirements of this section.

All certification activities should be submitted to the TUCP certifying entity that services the Texas county in which the business' home or corporate headquarters is located. The appropriate TUCP certifying agency and contact information for businesses located in Harris County is listed below:

City of Houston
Marsha Murray, Director
611 Walker, 7th Floor
Houston, TX 77002
832.393.0600
director.obo@houstontx.gov
<http://www.houstontx.gov/obo/>

SUBPART E – CERTIFICATION PROCEDURES

Section 26.83-26.91 – Procedures for Certification Decisions

The GCTD will follow the certification processes of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. A copy of TUCP's certification procedures is included in **Attachment 5**, and/or is available at: <https://txdot.txdotcms.com/>.

Any firm or complainant may appeal a TUCP decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Office of Civil Rights Certification Appeals Branch

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1200 New Jersey Ave. SE
West Building, 7th Floor
Washington, D.C. 20590

The GCTD will promptly implement any TxDOT certification appeal decisions affecting the eligibility of DBEs for the GCTD's TxDOT-assisted contracting (e.g., certify a firm if TxDOT has determined that the certifying agency denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 – Information, Confidentiality, Cooperation

Consistent with Federal, state, and local law, the GCTD will safeguard third party information that may reasonably be regarded as confidential business information from disclosure. Pursuant to Texas Public Information Act, none of the information that the prime contractor and DBE, SBE, and non-DBE subcontractors submits to the GCTD, under the GCTD's DBE program, is confidential.

Monitoring Payments to DBEs

The GCTD will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the GCTD, FTA and/or DOT. This reporting requirement also extends to any certified DBE or SBE subcontractor.

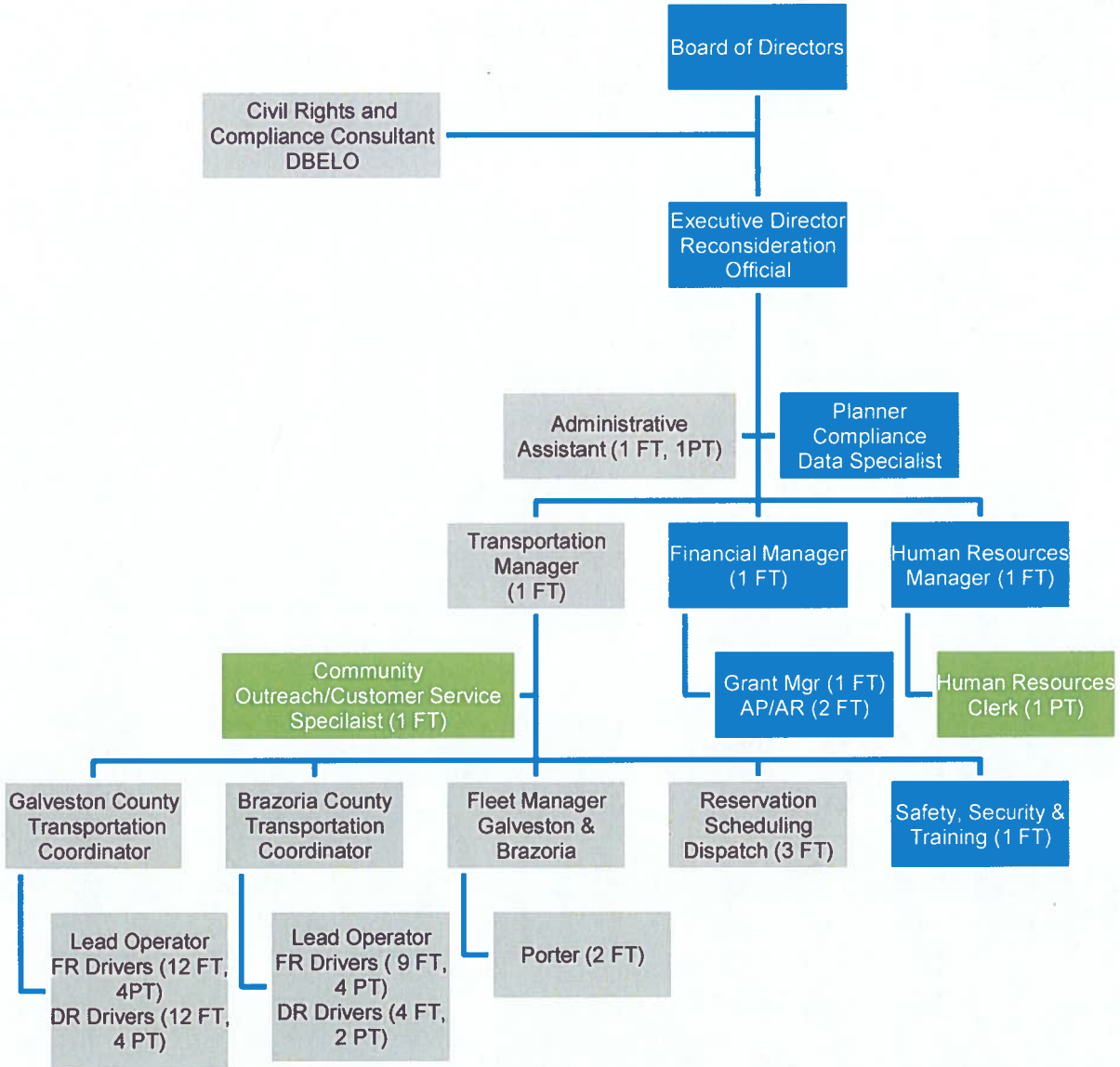
The GCTD will perform interim audits of contract payments to DBEs or SBEs. The audit will review payments to DBE and SBE subcontractors to ensure that the actual amount paid to DBE and SBE subcontractors equals or exceeds the dollar amounts stated in the Contractor Payment Report Form (**Attachment 4**).

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	DBE Forms 1 & 2 and Reporting Form
Attachment 5	Certification Application Forms
Attachment 6	Procedures for Removal of DBE's Eligibility
Attachment 7	Regulations: 49 CFR part 26
Attachment 8	Procedures for DBE Uniform Reports

Attachment 1

Organizational Chart



<p>Blue – New Position Green – Future Position Gray – Existing Position</p>

Attachment 2

DBE Directory

A copy of the Texas Unified Certification Program DBE Information Directory can be obtained on the website, <https://txdot.txdotcms.com/>.

Attachment 3

Monitoring and Enforcement Mechanisms

The GCTD will monitor and provide written certification for every contract/project on which DBEs are participating, ensuring the DBEs are in fact performing the work. The GCTD will monitor DBE participation through reporting forms and verification of payment amounts.

The GCTD has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Termination, suspension, or cancellation of the contract in whole or in part; and/or
4. In the event that a respondent or bidder fails to achieve the DBE goals of this program, after contract completion, the respondent's or bidder's eligibility to receive any future GCTD contract will be conditioned upon the respondent or bidder making up the deficit in DBE participation in such future contracts by having DBEs perform equal to double the dollar value of the deficiency in the DBE requirement in the prior contract.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

The GCTD will monitor prompt payment from the contractors to subcontractors through the following methods:

1. Review Contractor Payment Report Form, which will be included with each pay application until final payment of the contract has been made (**Attachment 6**); and
2. Perform periodic checks with subcontractors to ensure Contractor Payment Report Form matches payment.

Attachment 4

Forms 1 & 2 for DBE Participation and Contractor Payment Report Form

FORM 1 – SUBCONTRACTOR UTILIZATION

Instructions: The Respondent/Bidder/Contractor shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the bids/proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs or SBEs must complete Form 2, Subcontractor Letter of Intent, agreeing to the information listed herein.

Ethnic Codes: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other **Gender Codes:** M) Man W) Woman X) Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) Age of Firm	8) Annual Gross Receipts	9) % or \$ amount of Total Contract

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED ON THIS PROJECT.

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the GCTD. The Respondent/Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the Form 2, as completed by the DBE or SBE subcontractor(s).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

FORM 2
DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Invitation for Bid (IFB) or Request for Proposal (RFP).

1. TO: (Respondent/Bidder/Contractor): _____

2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the following price \$ _____ and/or _____% of the total contract amount (should be the same \$ or % found on **FORM 1** – Subcontractor Utilization).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____
SIGNATURE: _____
PRINT NAME: _____
PHONE NUMBER: _____

RESPONDENT/BIDDER/
PRIME CONTRACTOR:

DATE: _____
SIGNATURE: _____
PRINT NAME: _____
PHONE NUMBER: _____

Attachment 5

Certification Application Forms

The Texas Unified Certification Program (TUCP) website potential certified DBE and SBE Firms, <https://txdot.txdotcms.com/>, with applications and instructions

Attachment 6

Procedures for Removal of DBE's Eligibility

The TUCP maintains their Standard Operating Procedures, including DBE eligibility removal, on their website, <https://www.txdot.gov/inside-txdot/office/civil-rights/tucp.html>.

Attachment 7

Regulations: 49 CFR part 26

A copy of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, can be viewed at <http://www.gpo.gov/fdsys/pkg/CFR-2010-title49-vol1/pdf/CFR-2010-title49-vol1-part26.pdf> or requested from the DBELO.

Attachment 8

Procedures for DBE Uniform Reports

The GCTD completes DBE Uniform Reports twice per year document DBE participation in awarded and closed out contracts during the previous reporting period for contracting opportunities from the GCTD and its subrecipients.

The reports are divided into six (6) month periods: October 1 to March 31 and April 1 to September 30 of each fiscal year. In TrAMS, the October to March report is due June 1 of the same year and the April to September report is due December 1 of the same year. The GCTD reporting staff will fill in any identification information missing from the first seven (7) lines; however, the system typically fills in these sections automatically.

Sections A and B

For contracts awarded during the previous six (6) month period, the GCTD documents the percentage and total amounts of DBE participation on the various contracts, as well as the ethnicity code of all identified DBEs in Sections A and B. The GCTD reporting staff will include all newly awarded contracts, exercised options, and task orders in Sections A and B.

In Line 8, the GCTD reporting staff will fill in all federal dollars awarded to prime third-party contractors. Items to be included in Line 8 for contracts awarded in the time period:

- Total Federal Amount to all Prime Contractors – Column A
- Total Number of Prime Contractors – Column B
- Total Federal Amount to all DBE Prime Contractors (race-neutral only) – Columns C and G
- Total Number of DBE Prime Contractors (race-neutral only) – Columns D and H

Note - Whether or not there was a DBE Contract Goal on the procurement, if a DBE is awarded a Contract as the Prime Contractor, then it is listed as Race Neutral.

In Line 9, the GCTD reporting staff will fill in all federal dollars awarded to subcontractors (all subs included on the reported Prime Contracts) in the period. Items to be included:

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- Total Federal Amount to Subcontractors listed by Prime Contractors – Column A
- Total Number of Subcontractors reported listed by Prime Contractors – Column B
- Total Federal Amount to all DBE Subcontractors listed by Prime Contractors – Column C
- Total Number of DBE Subcontractors listed by Prime Contractors – Column D
- Total Federal Amount to all DBE Subcontractors on procurements with a DBE Contract Goal (race conscious) – Column E
- Total Number of DBE Subcontractors on procurements with a DBE Contract Goal (race conscious) – Column F
- Total Federal Amount to all DBE Subcontractors on procurements without a DBE Contract Goal (race neutral) – Column G
- Total Number of DBE Subcontractors on procurements without a DBE Contract Goal (race neutral) – Column H

For Section B, all reported DBEs need to be identified by the total federal amount and total number by ethnicity and gender. To assist with this information, the GCTD includes DBE forms which asks for Prime Contractors to identify DBE Subcontractors with ethnic and gender codes. When filling in this section, the GCTD reporting staff should refer to these forms in the procurement files. The total federal amount and number of DBES should match the totals listed in Line 10.

Section C

Section C of the Uniform Report is designed to capture information on current actual payments made to DBEs for work performed on ongoing federally assisted contracts.

In Column A, the total numbers of ongoing contracts on which payments were made during the reporting period are the total number of prime contracts.

In Column B, the total dollars paid to prime contractors for work performed on prime contracts by both the prime contractor and its subcontractors is to be reported. Payments by recipients for all work performed on the contract are made to the prime contractor, who in turn is obligated to promptly pay its DBE and non-DBE subcontractors.

In Column C, the total number of ongoing contracts performed by DBEs includes both prime contracts and subcontracts whether or not they performed work in this time period. Column D should include all payments to DBEs during this time frame. Column E should identify the number of DBEs paid during this time frame.

Section D

For closed out contracts, the GCTD shows the amount paid out on the total contract and the amount paid to individual DBEs.

In Line 19, the GCTD reporting staff will include all Contracts that were closed out during this time frame that had DBE Contract Goal. In Column A, the GCTD reporting staff will include the number of Race Conscious Contracts closed out (prime only). Column B will include the total federal dollar amount of the Contracts completed marked in Column A. Column C will include the federal dollar amount that was required by the DBE Contract Goal and Column D will include all total federal amounts paid to DBE subcontractors on the closed Contracts.

In Line 20, the GCTD reporting staff will include all other Contracts closed out during this time frame without DBE Contract Goal. In Column A, the GCTD reporting staff will include the number of Race Neutral Contracts closed out (prime only). Column B will include the total federal dollar amount of the Contracts completed marked in Column A. Column D will include all total federal amounts paid to DBEs (both prime contractors and subcontractors) on the closed Contracts.

EXHIBIT A

Gulf Coast Transit District Equal Employment Opportunity Program

Developed August 2020

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GULF COAST TRANSIT DISTRICT EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Gulf Coast Transit District (GCTD) has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

GCTD Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

GCTD is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

As GCTD's Board Chairman, I maintain overall responsibility and accountability for GCTD's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, I have appointed Kara McManus, Civil Rights and Compliance Manager of third-party consultant The Goodman Corporation, as GCTD's EEO Officer. Kara McManus will report directly to me and acts with my authority with all levels of management, labor unions, and employees.

All GCTD executives, management, and supervisory personnel, however, share in the responsibility for implementing and monitoring GCTD's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. GCTD will evaluate its managers' and supervisors' performance on their successful implementation of GCTD's policies and procedures, in the same way GCTD assesses their performance regarding other agency's goals.

GCTD is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and make the EEO Program available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

Chairman Stephen D. Holmes
Gulf Coast Transit District
Board of Directors

Date

INTERNAL AND EXTERNAL DISSEMINATION PLAN

GCTD's EEO Plan is available for review by employees and the public upon request to a Customer Service Representative or Executive Director. The EEO Policy is disseminated as described below.

Internal Dissemination

- GCTD will provide written communications from the Executive Director about the EEO Program.
- Nonsupervisory staff are informed of the EEO policy and program actions with an EEO poster describing GCTD's policy statement, contact person and other federal requirements on bulletin boards in the GCTD administrative offices, break rooms and near time clocks.
- Each GCTD employee received and signed for the EEO Policy Statement during new employee training/orientation
- The revised EEO Program and Policy are a part of the GCTD Handbook and included in employee orientation conducted by the Transit Department.
- The Executive Director, Transit Manager and the EEO Officer meet semiannually to discuss the EEO program and its implementation.
- GCTD will meet with all employees and affinity groups for suggestions in implementing and refining the EEO program.
- EEO training for employees and for managers will be conducted periodically.
- EEO training for all new supervisors or managers will be conducted within 90 days of their appointment.

External Dissemination

GCTD disseminates its EEO policy to recruiting sources such as:

- Employment Agencies
 - Workforce Solutions
- Education Institutions
 - Alvin College
 - Brazosport College
 - College of the Mainland
 - Galveston College
 - Lee College
 - Lone Star College
 - San Jacinto College
 - Wharton County Junior College
- Minority and Women's Organizations
 - Women Contractors Association
 - City of Houston Office of Business Opportunity Advisory Board
 - National Association of Minority Contractors - Houston Chapter
 - Houston Minority Supplier Diversity Council
 - Minority Business Development Agency
 - University of Houston Procurement Technical Assistance Center (PTAC)
 - Associated General Contractors (AGC) Houston Chapter
 - Houston Contractors Association
 - Associated Builders & Contractors of Greater Houston
 - Construction & maintenance Education Foundation
 - Native American Chamber of Commerce
 - Houston Hispanic Chamber of Commerce
- Recruitment Ads

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- On all job applications and in recruiting materials will at least state that “GCTD is an equal employment opportunity employer.”
- Any recruitment ads in newspapers, magazines, websites, and social media will at least state that “GCTD is an equal employment opportunity employer.”

GCTD dissemination practices are reviewed periodically to determine compliance with the latest state and Federal EEO plan regulations.

Designation of Personnel Responsibility

GCTD recognizes that there is a need to identify and attract members of minority groups and women to apply for positions. GCTD has appointed an EEO Officer, Kara McManus, Civil Rights and Compliance Manager of The Goodman Corporation, whose purpose will be to ensure implementation of this program and she has direct access to the Executive Director and Board Chairman of GCTD. Ms. McManus will perform the duties of the EEO Officer and Manager as outlined in Circular 4704.1A dated October 31, 2016.

The EEO Officer reports semi-annually to the Executive Director along with the Board Chairman to discuss the programs progress. The team discusses management, policy-level decisions and establishes procedures and a vision for GCTD.

GCTD’s Organizational Chart can be found in **Attachment A**.

Essential Characteristics for the EEO Officer

- Sensitivity to, and subject-matter expertise of, the varied ways in which discrimination occurs.
- Total commitment to EEO goals and objectives.
- Knowledge of civil rights laws, policies, rules, regulations, and guidelines.
- Sufficient authority and ability to work and communicate with others (e.g., department heads) to achieve EEO goals and objectives.

EEO Officer’s Program Responsibilities

GCTD recognizes that there is a need to identify and attract members of minority groups. GCTD encourages women and minorities to apply for open positions. The EEO Officer will have direct access to the Executive Director. Below is the list of the EEO Officer’s responsibilities.

- Developing the EEO policy statement and a written EEO Program.
- Assisting management in collecting and analyzing employment data, identifying problem areas, and developing programs to achieve goals.
- Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where proactive action is needed.
- Reviewing GCTD’s nondiscrimination plan with all managers and supervisors to ensure that the policy is understood.
- Concurring in the hiring and promotion process.
- Periodically reviewing employment practices policies (e.g., hiring, promotions, training), complaint policies, reasonable accommodation policies, performance evaluations, grievance procedures, and union agreements.
- Reporting at least semiannually to the Executive Director on GCTD’s progress in relation to the goals and on contractor and vendor compliance.
- Serving as liaison between the agency; Federal, state, county, and local governments; regulatory agencies; and community groups representing minorities, women, and persons with disabilities, and others.
- Maintaining awareness of current EEO laws and regulations, and ensuring the laws and regulations affecting nondiscrimination are disseminated to responsible officials.

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- Investigating complaints of EEO discrimination.
- Providing EEO training for employees and managers.
- In conjunction with human resources, advising employees and applicants of available training programs and professional development opportunities and the entrance requirements.
- Auditing postings of the EEO policy statement to ensure compliance information is posted and up to date.

Agency EEO Responsibilities

Although the EEO Officer is primarily responsible for implementing an agency's EEO Program, all GCTD officials, managers, and supervisors are responsible for ensuring EEO and must not discriminate based on a protected class. All managers—from the supervisor of the smallest unit to the Board or Executive Director—bear responsibility for ensuring that agency EEO Program policies and programs are carried out.

EEO responsibilities for agency officials, supervisors and managers include:

- Participating actively in periodic audits of all aspects of employment to identify and remove barriers obstructing the achievement of specified goals and objectives.
- Holding regular discussions with other managers, supervisors, employees, and affinity groups to ensure GCTD policies and procedures are being followed.
- In conjunction with the EEO Officer, maintaining and updating the personnel database for generating reports required for the nondiscrimination program.
- Cooperating with the EEO Officer in review of information and investigation of complaints.
- Encouraging employee participation to support the advancement of the EEO Program (e.g., professional development and career growth opportunities, posting promotional opportunities, shadowing, mentoring).

ASSESSMENT OF EMPLOYMENT PRACTICES

GCTD is committed to the full realization of equal employment opportunity in its recruitment and employment selection procedures. It is the responsibility of the EEO Officer to direct the enactment of these procedures. Individual staff in the hiring process must be knowledgeable of these practices as should all management staff.

It is the policy of GCTD to hire persons whose qualifications meet or exceed those required in the position description. Potential candidates will not be discriminated due to race, national origin, color, gender, age, or religion, mental and/or physical disabilities, or veteran status. In addition, GCTD will annually assess the balance of its workforce with attention to ethnic and gender composition. Goals will be targeted that, if met, will result in a workforce that reflects the community in which it operates. These goals will be presented to agency managers to adjust hiring practices and provide for a more diverse workforce.

EEO will be emphasized by the Transit Staff. All staff will have equal access to hiring, promotion, training, and related educational activities. Those feeling discriminated against due to their race, national origin, color, gender, age, religion, mental and/or physical disabilities, or veteran status, should report this to the EEO Officer and/or Executive Director. The EEO Officer, or his/her designee, must initiate an investigation of the allegations within five working days. Upon conclusion of the investigation, a written report will be forwarded that outlines the assessment of the allegations and any internal recommendations. Any recommendations that result in adverse personnel actions against staff are open to the internal grievance procedures for conflict resolution.

It is the policy of GCTD that all employees are treated fairly. When internal methods for resolving conflicts EEO conflicts are exhausted, staff should be directed to the Texas Commission for Human Rights or the local Office of Equal Employment Opportunity for further review and resolution of such disputes.

The employment practices included below are also stated in the GCTD Personnel Procedures, which have been included in **Attachment B**.

Recruiting

Recruiting is the process whereby persons with desired job skills are located and encouraged to apply for GCTD employment. GCTD recruiting efforts may be sophisticated to the extent necessary to assure a balanced workforce. All recruiting efforts external to the GCTD are the responsibility of Human Resources. Local program units may not launch external recruiting efforts without the involvement and sanction of Human Resources.

Request for Personnel

The immediate supervisor who is requesting the filling of a vacant position must complete a Request for Personnel (RFP) Form in the payroll/human resources software. This same procedure applies to new positions created in GCTD programs. The completed RFP must be routed to Executive Director for processing. Executive Director will then coordinate with Human Resources if request is granted. Licensure, certification, or standards for positions should be similar to comparable positions throughout the community for employees and/or contracting services of the provider. Human Resources will route the RFP for GCTD job postings and respond to any external recruitment demands.

In addition to the RFP, a current job description for the vacant position must be available. If one is not present or is considered outdated, it is the responsibility of the supervisor with the job vacancy to complete a job description according to guidelines set forth by Human Resources. Human Resources will judge the merit and completeness of a GCTD job description.

Screening of Applicants

Human Resources will provide screening services for all GCTD vacancies. A secondary level of screening will be conducted at the field level by the immediate supervisors or their designee(s) responsible for filling the GCTD vacancy. Human Resources will route appropriate applicants and the necessary documentation for the secondary review. Field level screenings may only occur with the sanction of Human Resources.

All screening interviews are to assess applicants based on skills, experience, education, and personal characteristics pertinent to employment with GCTD. While resumes may be used for evaluation of applicant skills, a GCTD application must be completed prior to any applicant occupying a GCTD position. For this reason, it is preferable to have the applicant complete a GCTD application for employment during the screening process.

Selection of Employees

GCTD will not discriminate against any person because of race, national origin, color, gender, age, or religion, mental and/or physical disabilities. GCTD will make any reasonable effort to accommodate the worker with a disability in the workplace. Individuals are hired to work for GCTD and are not employees of a particular program unit or service area. An employee may be reassigned to a different work area other than that area to which they were originally assigned based upon the needs of the GCTD. GCTD supervisors with the sanction and approval of the Executive Director or his/her designee may initiate such actions.

No individual may be offered employment with GCTD unless their references have been checked. The immediate supervisor must check references. In cases where references are not contacted, two letters of reference may be accepted if they are from two of the applicant's prior supervisors. Typical phone inquiries should include at a minimum:

- Name of reference
- Nature of acquaintance to the applicant
- Opinion of applicant capabilities
- Other general comments

Employee selection is based upon the affirmation of the immediate supervisor or his/her designee. The basis for selecting an individual may include the following:

- Possession of minimal educational requirements as defined in the Request for Personnel or job description
- Acquired or commensurate job skills which match position requirements
- Previous experience in the designated job field or a related field
- Demonstrated ability to work successfully with peers

It is the responsibility of the immediate supervisor who has interviewed the pool of applicants to select the most desirable candidate for the position. The supervisor must also arrange with Human Resources to complete the paperwork necessary for GCTD employment. Final employment is described in the payroll/human resources software for processing by the Executive Director.

Human Resources will complete the necessary paperwork to initiate a GCTD personnel record on the new employee. The following list of documents denotes the necessary documentation for the initial employee personnel record:

- Employee Checklist
- Completed application for employment
- Authorization for Background Check
- Emergency Notification form
- IRCA Form 1 9
- Insurance Initiation forms

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- Confidentiality Agreement
- Letters of Reference Credentials/transcripts/diplomas
- Completed W 4 form

Human Resources will require a current review of certifications of all professional staff to include copies of certification and/or original transcripts of college work contributing to any undergraduate or graduate degree(s) which the new employee may profess to have attained. The furnishing of such information in a timely manner represents a condition of continued employment.

Human Resources will provide a background search of all transit employees to include a review of criminal record. Such routine searches will be initiated through Human Resources.

Employee Physical Exams

Following any job offer, new safety-sensitive employees will be scheduled and complete a Department of Transportation (DOT) physical examination prior to reporting to work. Any new employee having received a DOT physical within the last six (6) months prior to being hired by the GCTD may satisfy this requirement by providing a copy of the written DOT physical examination to Human Resources.

The costs incurred for the physical examination of any new employee shall be borne by GCTD as follows: payment for physical examinations for new employees shall not exceed the prevailing rate per examination as set by Human Resources. A copy of the completed examination is to be forwarded to Human Resources for review. All physicals are reviewed as part of the risk management program. All physicals must include an initial drug screen. The results of this initial screen may be used to deny employment in cases where employees test positive for the use of illegal drugs.

Employee Self Nomination

Immediate supervisors are to place the most recent job vacancy postings issued from Human Resources in a public work area of the program unit. Employees interested in reviewing vacancies must contact the Executive Director and Human Resources. Employees who have completed six (6) months of employment, or have demonstrated ability to meet vacant position, may self-nominate for a vacant position. Self-Nomination includes the following steps:

1. Contacting staff in the Executive Director and Human Resources and notifying them of your intent to self-nominate
2. Completion of a Self-Nomination Form
3. Approval of the immediate supervisor
4. Routing of Self Nomination Form to Human Resources for screening (Human Resources must review and approve the nominating individual's qualifications)
5. Routing of Self Nomination Form to Executive Director with the open position for further review and scheduling of an interview time and date
6. Selection of an individual to fill the open position and notification of the nominee of the outcome

Individuals who self-nominate for a position and are accepted must undergo a ninety (90) day review period with no loss of benefits. At the end of ninety (90) days, the review period is terminated with satisfactory performance assumed unless either the employee or the immediate supervisor requests a feedback session. Under these conditions, the review period may be extended another ninety (90) days upon the request of either party. The review period is designed to allow both parties to assess the "fit" between the employee and the new position. Either the supervisor or the employee may request a transfer to a more suitable position if it is assessed that performance in the new position may prove problematic. In such cases, the employee, the supervisor, and Human Resources staff must work to resolve the situation with the goal of placing the employee in a position similar to the one they had previously vacated. It is noted that such placements may under certain conditions be impossible and that continuance in the new position will

be required until circumstances change. In such cases, inadequate performance may subject the employee to disciplinary action up to, and including, termination.

Introductory Period of Employment

New employees are on introductory status for the first sixty (60) days of employment. During that period, new employees are expected to complete all required personnel documentation and conditions of employment. Further, all mandatory trainings must be completed within this sixty-day (60) period. At the successful completion of this period, fringe benefits can be assigned and accessed on the 61st day of employment.

Employee Orientation

Each new employee is to receive an orientation to the GCTD. This Orientation should consist of two levels. This first level training plan will be written to cover the agency's overall policies and procedures. This orientation training includes an overview of mission, operating goals, and organizational structure. The second level of training will include the more specific training programs related to the job field. This may include trainings specific to CDL-Holders or Reservation, Scheduling and Dispatch procedures. Successful completion of this training is a requirement of all employees and is a condition of continued employment. Employees not completing orientation and related mandatory trainings as set forth in their training plan may be terminated from employment.

Salary Computation

New employees will begin work according to the pay schedule established by Human Resources. This schedule will be reviewed every fiscal year and, if needed, revised. Base salary levels are set by Human Resources. These will represent the entry-level pay for each job. All employees with no experience or less than one year's experience will enter work at this level. Employees hired with previous experience will have their experience reviewed by Human Resources staff to assess the match of prior experience with the skills required by the position. In cases where the match is judged as related experience, the employee will be compensated at a rate determined by the Human Resources for each completed year of experience. A maximum of ten (10) years' experience can be credited. This amount is added to the base salary to arrive at the starting salary for the employee.

Salary adjustments will be allowed at the completion of one (1) year of service with supervisory approval and satisfactory performance. This adjustment will generally consist of a five (5) percent pay increase unless specified otherwise by Human Resources.

In cases where educational requirements are listed for employment, the GCTD will consider substitution of related work experience for education at a ratio of two (2) years of work experience for one (1) year of education. Such utilization of prior related experience to attain educational requirements would result in the deduction of such experience from the total work experience used to arrive at a salary determination. All references to work experience in this procedure refer to paid work experience. This system will apply to the setting of GCTD salaries and will not circumvent educational requirements set forth by accrediting agencies or specially funded contracts.

Salary increases will consist of five primary types.

1. Salary adjustment at the completion of one year of service.
2. Bonus pay as defined by Human Resources. Generally, bonus pay is restricted to exemplary performance as noted by the employee's supervisor and approved by the Executive Director. All bonuses are one time, lump-sum distributions.
3. Annual salary adjustments may be made to the salary schedule or implemented as across the board cost of living adjustments as approved by the GCTD's Board. This may occur across the

board as is the case with cost of living adjustments, or in certain designated job classifications via a response to a local market salary survey.

4. Employee promotion to a position requiring higher skills or increased responsibility.
5. Job reclassification due to a significant change in job role. Such reclassification is made upon recommendation of the supervisor and the review and approval of Executive Director.

All salary adjustments whether step or otherwise are contingent upon the financial status of the GCTD. This is to state such adjustments are conditional and not a guaranteed part of the employment contract.

All salary increases shall be initiated by contacting Human Resources staff to complete a Personnel Action Sheet requesting a Type II or VIII action. Salary increases require the approval of the immediate supervisor, Human Resources, and the Executive Director.

Payroll

Paychecks are issued semimonthly at mid points and on the last working day. Employees who terminate employment with the GCTD will receive their final paycheck at the next regularly scheduled payroll date provided the GCTD's separation procedures have been complied with and all fiscal matters regarding the employee have been resolved. Where the need dictates, an early release of pay may be requested so the check and the last day of work may coincide. This must be requested via the payroll/human resources software and have the requisite signatures.

To assure timely processing, Employee Time Records must be submitted with authorizing signatures to the Payroll Clerk by the 5th of the following month (for regular status, salaried employees) and by the 5th and 20th of each month for employees receiving hourly rates of pay (or on temporary status).

Bonus Incentives

Bonus incentives are set forth annually through the collaborative work of Human Resources and the Executive Team. Such incentives may be monetary or non-monetary. Annual guidelines will be developed for rewarding outstanding performance and continuing education through the following channels:

- Supervisors will monitor work unit performance and may at their discretion request bonus incentives for individuals or work groups. The Executive Director and Human Resources must approve these bonuses.
- The GCTD will maintain stipend money (as allowed by budgetary constraints) to provide educational incentives for employees. Stipends will be awarded according to longevity and performance. Criterion for qualifying must include current enrollment in related education or contracting through Human Resources for future enrollment (within six months) and, in either case, completing the necessary coursework at a satisfactory level. Whether the employee is already engaged in coursework or is contracting for future work, a satisfactory completion of coursework will be defined as completion of the course with a grade of A, B, C, or a commensurate level of attainment as assessed by an official transcript. Unsatisfactory performance will result in either an extension of the deadline for meeting an acceptable level of performance or reimbursement of the bonus payment.

Promotions

The GCTD's method of open job posting allows for promotion and career advancement for qualified employees. It is accessible to all employees who are not in their introductory period of employment and possess the appropriate education, skills, and abilities as set forth in the job posting. Occasions may arise where the Executive Director must appoint or transfer staff to a new or existing position to ensure continuity of operations. Such situations supersede the utilization of open job posting.

Any employee must complete a Self-Nomination Form to apply for a vacant position (see procedure on Employee Self-Nomination). These forms are available from Human Resources and the instructions for completion, required signatures, and routing are supplied on the form.

Selection of individuals for promotion will be consistent with the GCTD's Procedure on Screening of Applicants. Individuals successfully promoted enter a mandatory ninety-day (90) review period upon promotion. This period is required for both the promoted employee and the new supervisor to assess the new work environment and accompanying dynamics. Unless notified to the contrary in writing, the promoted employee is automatically removed from review status at the end of the ninety-day (90) period.

Disciplinary Action

A supervisor may take disciplinary action against any employee under their supervision based on that employee's actions or failure to act that are deemed counterproductive to the successful completion of work. A disciplinary action may be either verbal or written depending on the assessed nature of the employee action. Critical actions should be formally reprimanded in writing. Those actions assessed as being important, but not critical, may be verbal.

The following list provides some general examples of employee actions that may result in disciplinary action:

- Failure to maintain required trainings
- Failure to abide by Policies and Procedures
- Attending work under the influence of alcohol or other drugs
- Exhibiting sexual indiscretions
- Fighting or attempting to injure others
- Falsifying or misusing records including applications
- Gross misconduct in violation of professional and/or ethical standards
- Engaging in fraud
- Inability to work in a cooperative manner with fellow employees or external staff
- Inability to maintain an acceptable level of performance
- Excessive tardiness
- On-the-job absenteeism
- Abuse and neglect
- Negligence of duties

Disciplinary action may include any of the following and may be with or without prior verbal notification:

1. Required training
2. Reassignment of duties
3. Written reprimand
4. Probation
5. Demotion
6. Involuntary termination of employment.

Verbal warnings may be directed to the employee. They may be documented or undocumented. Any undocumented verbal warning is considered as informal. In cases where an informal verbal warning has not resolved the situation satisfactorily, then a formal verbal warning is recommended. Formal verbal warnings should be documented in short form by the supervisor and include the following: the date of the warning; the name of the recipient; a brief summary of the reason for the warning; and, should be initialed by the supervisor and the employee.

In situations where the action is considered critical, a written reprimand should be forwarded to the employee. A written reprimand is a memo from the supervisor to the employee with the following

information: date; the name of the recipient; a description of the action that warrants the reprimand; and, suggestions or recommendations on how to resolve the situation. In cases where the action is severe and warrants a request for termination if the action is repeated, the reprimand must include language that indicates failure to resolve the problem may lead to further disciplinary action, up to, and including termination.

Termination

The agency will have a process whereby staff are processed from an employed status to an unemployed status. This may involve departure that is voluntary or involuntary. The process will be organized at a level that minimizes risk and effectively manages the events. Human Resources will manage the termination process. Supervisors will route all transactions related to termination to Human Resources.

Employees absent from their work site for 48 hours or more without contacting their supervisor regarding the conditions of their absence may be considered terminated by voluntary resignation at the supervisor's discretion. Employees who intend to resign from GCTD's employ should notify their immediate supervisor in writing at least fourteen (14) calendar days prior to the effective date of their resignation. A one-month notice is preferred. The employee's resignation must be approved/accepted by the immediate supervisor. Such approval should be documented by the supervisor's handwritten acknowledgment on the employee's written notice of resignation.

The supervisor must notify Human Resources of the resignation through the Access Request Form in the payroll/human resources software. The resigning employee must complete the Exit Checklist and exit interview with Human Resources on their last day of work with their supervisor. Employees who are choosing to retire from GCTD's employ must complete an exit interview with Human Resources to assess the options for conversion of any retirement monies and continuance of insurance coverage. Employees not complying with the aforementioned time frames jeopardize a favorable recommendation for employment from GCTD.

All employment for the first year of tenure is considered at the will of the GCTD. As such, employment can be terminated without notice. The employee will be notified of his/her termination by the completion of Access Request Form in the payroll/human resources software by the supervisor. Any employee terminated at-will has no recourse to a grievance unless he/she contests the termination was motivated for reasons protected under EEO or "whistleblower" provisions. In these cases, Human Resources will sponsor an internal investigation to confirm or disconfirm the claim.

Supervisors may recommend the termination of employees for any work-related misconduct and/or unsatisfactory work performance. Some examples may include the following:

- inability to perform work at an acceptable level
- excessive absenteeism
- excessive tardiness
- on-the-job absenteeism
- work-related misconduct/negligence
- inability to work in a cooperative manner with internal or external staff groups

Upon completing one year of employment and assuming there is not extension of probation, all regular status employees must be presented with performance deficiencies in writing as a prelude to any recommendation for termination. This written notice must clearly state that failure to correct the performance deficiency may result in disciplinary action up to and including termination. This statement must be signed by the employee or witnessed by a neutral party. When prior notice has been documented, or in cases of misconduct or negligence, a supervisor may request the termination of an employee by documenting his/her intent with the Human Resource Services.

In cases where employee behavior is deemed as extreme or substantially counterproductive to GCTD's mission and ability to provide client services, supervisors may file a request for immediate termination of employment. Under such circumstances, prior notice may not be required. An internal review committee (as described in the paragraph to follow) will render decisions regarding the requirement of prior notice when situations are viewed as extreme or urgency of response is required.

Any recommendation for termination must be reviewed and assessed by an internal review committee. This committee consists of the Executive Director, Transportation Manager, Program Assistant and Human Resources. These standing members may appoint designees to serve in their absence. This may include (at their discretion) interviews with all concerned parties to further ascertain the appropriateness of the termination action. No termination may be enacted until a review of the issues is completed and a recommendation set forth by the review committee. Appeals on termination decisions will be reviewed by the Safety Officer, the other County Transportation Coordinator, and the other County Lead Operator. Terminations may be upheld or overturned at the conclusion of the appeals process. Each case review will result in some form of documentation that is representative of the outcome. The review will be forwarded to all participating parties (supervisor and employee).

An Access Request Form must be completed to note a termination. The date of program separation is to be the same as the date of notification. When a request for termination is forwarded, the employee is placed on unpaid Administrative Leave pending the review process. Review of all terminations may result in either reinstatement or upholding the termination as per the committee review outlined above.

Every employee who is absent from employment for 90 days in a twelve (12)-month (365 day) period for any reason will be terminated. The employee may be eligible for rehire by applying for employment through Human Resources. Termination under these circumstances will have no bearing on short-term or long-term disability benefits. Leave time exceeding 90 days and requested as a reasonable accommodation under the Americans with Disabilities Act (ADA) will be reviewed and granted on a case by case basis by Human Resources.

All exiting employees must have a completed Access Request Form reflecting their departure and the proposed dates of both program separation and GCTD separation. These may be different dates. All exiting employees will be paid at the next appropriate pay period either on or following the date of GCTD separation unless an early release of Day is requested. Completion of all related paperwork is the responsibility of the employee's immediate supervisor.

The immediate supervisor is to contact Human Resources and arrange a time and date for an exit interview with the departing employee. Prior to the employee's arrival at Human Resources to complete an exit interview, the supervisor should complete the "program area" of an Exit Checklist.

The employee will bring to the Exit Interview the Exit Checklist with the "program area" portion completed and signed by the appropriate supervisor. Human Resources will forward the necessary information to Payroll with authorizing signatures. The necessary documents for Human Resources to notify Payroll include Completed Access Request Form; completed Exit Interview; completed Exit Checklist and where applicable, the employee's Letter of Resignation.

On occasion the employee may leave the job unwilling or unable to make himself/herself available for the usual separation process. In such case, the appropriate supervisor and Human Resources staff will work together to complete an individual's Personnel File and to provide information to Payroll. Individuals engaging in such activities will have this non-compliance with separation procedures documented in their Personnel File.

Statistical Impact

Due to this being the first iteration of the GCTD EEO Plan, there are no previous statistics on employment practices.

MONITORING AND REPORTING PLAN

Monitoring

GCTD conducts the following monitoring activities:

- The EEO Officer will collect documentation of dissemination of the policy to keep records.
- The EEO Officer reviews applicant and hiring pool and results at the time of recruitment and compares these to the goal.
- The Executive Director and EEO Officer discuss the status report along with a discussion regarding opportunities to meet the goal.

GCTD will maintain cumulative records on applicants, hires, transfers, promotions, trainings that foster promotion potential, and terminations. Such records provide current information needed to prepare yearly targets and to identify where the program is not working or is working effectively enough to meet the goals.

Complaints

GCTD will accept EEO complaints for up to 180 days after the date of the alleged discrimination. An EEO Complaint form can be obtained by one of the following methods:

- Mail: Request a form by mail by writing to: GCTD, Attention Customer Service Representative, 1415 33rd Street North, Texas City, Tx 77590
- Website: Download the plan at: www.gulfcoasttransitdistrict.com.
- Phone: Request a form by phone by calling the Customer Service Representative at 1-800-266-2320

If a complaint is received, the EEO Officer will investigate the complaint independent of the hiring officials and will draft a report off the investigation. The report will include a description of the incident, summaries of all statements from persons interviewed, the finding/s, and recommendation for proposed resolution where appropriate. The EEO Officer will keep an Excel spreadsheet will be used to capture relevant information regarding the complaint – name of the complainant, basis of the complaint(s), the protected group, date of initial contact, date of resolution, the resolution reached, and the name of the investigator.

If a complainant would like file a complaint with the FTA, they may fill out the form on the following website: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form>. The form must be mailed to:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

With the form, please attach on separate sheet(s):

- A summary of your allegations and any supporting documentation.
- Sufficient details for an investigator to understand why you believe a public transit provider has violated your rights, with specifics such as dates and times of incidents.
- Any related correspondence from the transit provider.

Reporting

The EEO Officer will report monitoring efforts to the Executive Director on a semiannual basis. During these meetings, the EEO Officer and the Executive Director will discuss the progress of the EEO Program and

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the results of the monitoring including, but not limited to hiring, promotions, and the status of EEO complaints.

Through this report and meeting, if goals are not met, the Transit Manager, Executive Director and the EEO Officer will meet and develop specific actions to meet the goals. All EEO-related meetings held between the EEO Officer and the Transit Director and management, including topics covered and follow-up actions.

The EEO Officer's meetings with human resources and hiring officials to review current EEO goals and statistics on employment practices and policies (e.g., verifying that job descriptions contain legitimate position requirements and that all testing has been validated).

GCTD will maintain records documenting progress and efforts to ensure nondiscrimination, including:

- Agendas for EEO training
- Sign-in sheets for EEO training
- Agendas for management meetings
- Sign-in sheets for management meetings
- Published job postings
- Placed advertisements
- Log of recruitment locations and dates

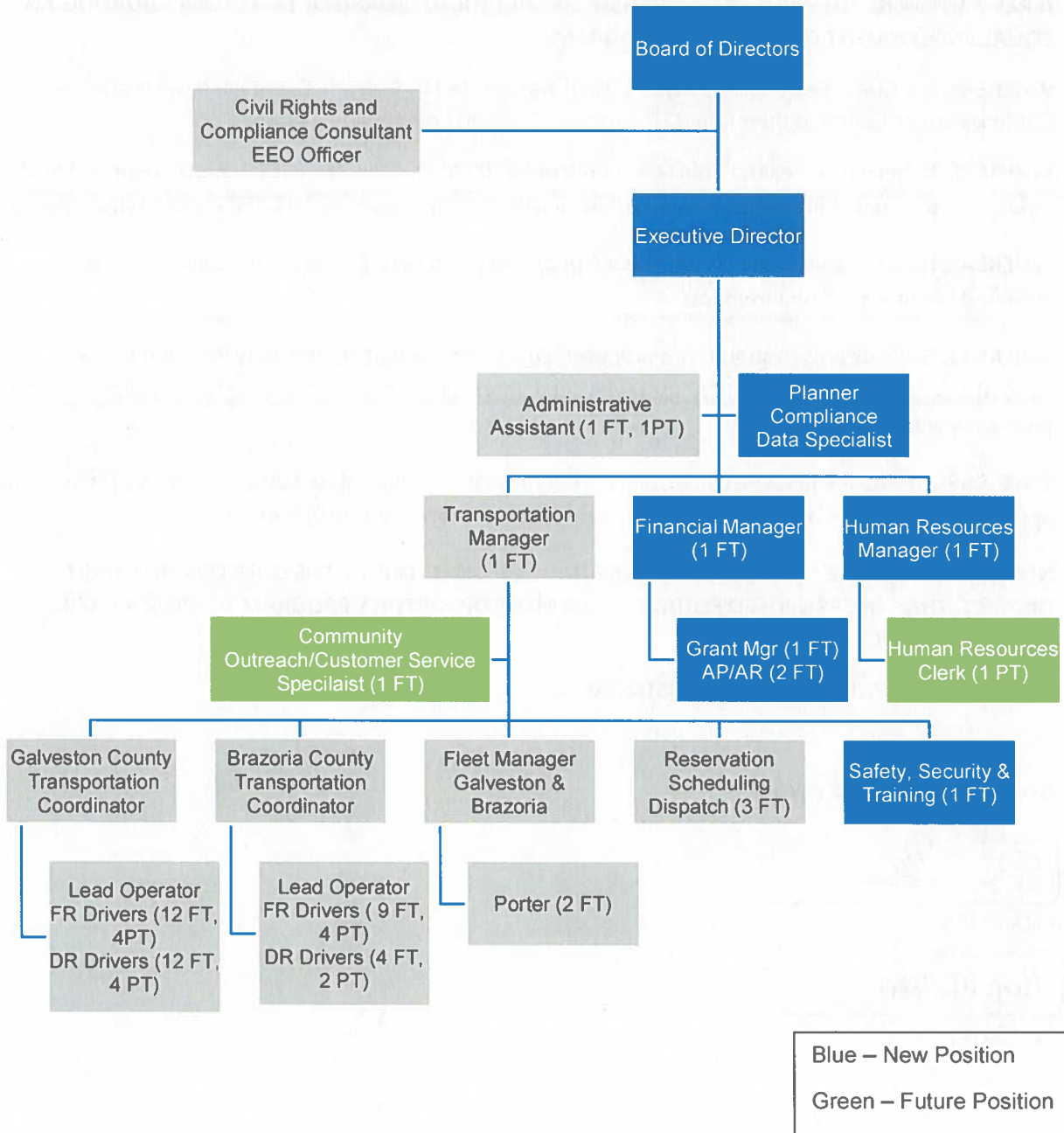
MONITORED SUBRECIPIENTS OR CONTRACTORS

GCTD does not have any subrecipient or contractors that fall under the EEO Program. No subrecipients or contractors have an EEO Program.

GOALS AND TIMETABLES CHART FROM PREVIOUS PROGRAM

This is GCTD's first EEO Program.

ATTACHMENT A – ORGANIZATION CHART



**GULF COAST CENTER TRANSIT DISTRICT
EQUAL EMPLOYEE OPPORTUNITY PROGRAM**

RESOLUTION NO 20_012

**A RESOLUTION BY THE GULF COAST TRANSIT DISTRICT (GCTD) BOARD OF DIRECTORS ADOPTING AN
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

WHEREAS, the Gulf Coast Transit District (GCTD) was created by Brazoria County and Galveston County Commissioner's Courts at their May 12th and May 4th, 2020 Commission meetings.

WHEREAS, to become a Federal Transit Administration (FTA) grantee, the (GCTD) must adopt an Equal Employment Opportunity Program in accordance with FTA Civil Rights and 49 CFR Part 21 requirements.

WHEREAS, the proposed Equal Employment Opportunity Program (Exhibit A) attached hereto is intended to meet such requirements.

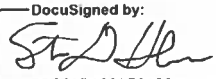
WHEREAS, GCTD desires to submit the proposed Equal Employment Opportunity Program to the Federal Transit Administration (FTA) for review and approval by those agencies or their representatives prior to final implementation.

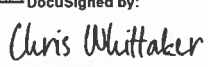
WHEREAS, the Equal Employee Opportunity Program shall be administered and enforced by the officers, agents and employees of the GCTD in accordance with the terms set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GULF COAST TRANSIT DISTRICT, THAT THE PROPOSED EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AS PRESENTED IS HEREBY ADOPTED.

PASSED THIS DAY, THE 11TH OF AUGUST 2020

GULF COAST TRANSIT DISTRICT

DocuSigned by:

70EFADA30AE0400
CHAIRMAN

DocuSigned by:

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SECRETARY



August 9, 2024

Ted Ross
Acting Executive Director
Gulf Coast Transit District
1415 33rd St N
Texas City, TX 77590

Dear Mr. Ross:

We are pleased to present this engagement letter with regard to providing certain consulting services for Gulf Coast Transit District (District) for 7/1/24-6/30/25. The services outlined in this letter are in regards to providing management advisory services to the District. All consulting services will be provided in accordance with the consulting services standards of the American Institute of Certified Public Accountants.

Services to be Provided

- Payroll related general ledger cleanup for FY23 (\$7,000)
 - Compare payroll reports to existing journal entries
 - Identify scope of how many entries require correction and estimated amount of time needed per entry
 - Record journal entries needed so bank statement and general ledger agree
- Main Bank Account Reconciliation for FY23 (\$9,000 estimate)
 - Review existing reconciliation
 - Complete reconciliation to best of our ability based on records available. If there are gaps, or incomplete information, we will provide list to District with proposed options available
- Chart of Accounts analysis (\$3,000 estimate)
 - Assess current state of chart of accounts and provide observations/input/suggestions as to options available to meet District's future reporting requirements
- Draw Spreadsheet analysis (\$3,000 estimate)
 - Interview district staff to gain understanding of process and objectives of the reporting
 - Identify vulnerabilities with current spreadsheet, identify and implement solutions to address
 - Work through with District to ensure it is meeting their objectives
 - Can explore ongoing assistance options with monthly reporting once previous steps are completed
- Other fiscal priorities, as requested

Participation required from District

- Collaboration on fiscal priorities
- Provide access to accounting system, records, and District accounting personnel, as necessary. Consultant access to the accounting system will be tailored to ensure segregation of duties are maintained. If other fiscal management services outside the scope of the Consultant's normal duties are requested, user access will be temporarily modified accordingly while a sufficient level of internal controls are maintained.

Limitation of Services

The services will be provided in accordance with the consulting services standards of the American Institute of Certified Public Accountants. Such consulting services will not include an audit or any other form of attestation on the internal control procedures of the District. As a result, no opinion or other form of assurance will be provided. Consulting services will be limited to providing management advisory services with respect to the fiscal management of the District and staff training.

Fees for Services

We will provide consulting services at the following hourly rates of \$200 for Principal, \$150 for Manager Consultant, \$125 for Senior Consultant, \$100 for Junior Consultant and \$90 for Staff. Travel cost will be billed based on IGPA contract. For onsite related work, travel time and costs will be billed based on reimbursement rates in accordance with IGPA contract.

If you agree with the above terms of this engagement, please sign, date and return a copy of this letter to us as authorization. We look forward to assisting the District in this very important matter.

Sincerely,

Signature _____
Aaron Vix, CPA, CFE
Avix Accounting, LLC

Signature _____
Ted Ross
Acting Executive Director
Gulf Coast Transit District

