



## Yuma County Intergovernmental Public Transportation Authority

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### AMENDED

#### **NOTICE AND AGENDA OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS FOR THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Board of Directors of the Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”) and to the general public that the Board of Directors will hold a meeting on:

**MONDAY, June 1, 2026 – 1:30 PM**  
**Yuma County Department of Development Services – Aldrich Hall**  
**2351 West 26<sup>th</sup> Street -- Yuma, AZ, 85364**

Pursuant to A.R.S. § 38-431.05, notice is hereby given to the members of the Yuma County Intergovernmental Transportation Authority (YCIPTA) and to the general public that YCIPTA as part of its regular meeting will hold a meeting open to the public as noted above.

Unless otherwise noted, meetings held at the above location are open to the public.

The Board of Directors may vote to go into executive session during the noticed meeting concerning any of the agenda items mentioned below. If authorized by the requisite vote of the Directors, the executive session will be held immediately after the vote and will not be open to the public. The executive session, if held, will be at the same meeting location set forth above. The discussion may relate to confidential matters permitted pursuant to A.R.S. §§ 38-431.03(A)(1)-(7). The Chairman or other presiding officer shall instruct the persons present at the executive session regarding the confidentiality requirements of the Open Meeting Laws.

**Pursuant to the Americans with Disabilities Act, reasonable accommodation requests may be made by contacting the Transit Director at 928-539-7076, ext 101 (TTY/TDD - Arizona Relay Service 711). Requests should be made as early as possible to allow time to arrange the accommodation.**

The agenda for the meeting is as follows:

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe  
Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,  
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe  
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

**CALL TO PUBLIC:** The public is invited to speak on any item or any area of concern that is within the jurisdiction of the YCIPTA Board of Directors. The Board is prohibited by the Arizona Open Meeting Law from discussing, considering, or acting on items raised during the call to the public, but may direct the staff to place an item on a future agenda. Individuals are limited to a five-minute presentation.

**CONSENT CALENDAR:** The following items listed under the Consent Calendar will be considered as a group and acted upon by one motion with no separate discussion, unless a board member so requests. In that event, the item will be removed for separate discussion and action.

1. Adopt the April 27, 2026 regular session minutes. Action required. Pg. 4

## DISCUSSION & ACTION ITEMS:

1. Discussion and or action regarding the following: (Action required) Pg. 15
  - FY 26-27 Quechan Indian Tribe/YCIPTA MOU Exhibit A, Amend. #16
  - FY 26-27 EICTS MOU 11<sup>th</sup> Extension and Amendment
  - FY 26-27 Exhibit A – EICTS Operations and Business Plan
2. Discussion and or action regarding the response for the Legal Services RFP. Action required. Pg. 39
3. Discussion and or action regarding the Extension of Contract Term to the Agreement for the Provision of General Public Fixed-Route and Demand Response Services with RATP Dev. This is to extend the contracted period of services through the end of FY2026/2027, June 30, 2027. Action required. Pg.139
4. Discussion and or action regarding the Request for Consent to Transaction from On Target Media. Action required. Pg. 143
5. Discussion and or action regarding the FY23-25 Transportation Development Act (TDA) Triennial Performance Audits for the Quechan Tribe and YCAT(YCIPTA). No action required. Pg. 148
6. Discussion and or action regarding the YCIPTA Board Retreat and Agenda items. Action may be required. N/A

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Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,  
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe  
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

7. Discussion and or action regarding upcoming Member Entity projects that could interfere with YCAT bus routes. Action may be required. N/A

### **PROGRESS REPORTS:**

1. Operations Manager Report/Maintenance Update– Anabel Teran, General Manager, RATP Dev. *No action required.* Pg. 203
2. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.* Pg. 204
3. Transit Operations Manager Report – David Garcia, Transit Operations Manager. *No action required.* Pg. 220
4. Brand Ambassador Report – Kirt Manuel. Brand Ambassador. *No action required.* Pg. 224
5. Financial Report – Adrian Ortiz, Accounting Clerk I. *No action is required.* Pg. 225

### **SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

***June 22, 2026 is the next scheduled meeting date. Suggest moving it to June 29, 2026 or go dark.***

### **Agenda items;**

### **ADJOURNMENT**

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
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Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,  
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe  
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in a Regular Board Meeting session on Monday, April 27, 2026 at the Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ 85364. The Vice Chairman, Arturo Durazo, called the meeting to order at 1: 35 p.m.

**Members Present:**

Louie Galaviz/City of Somerton/Chairman - via phone call  
Arturo Durazo/Cocopah Tribe/Vice Chairman  
Czarina Gallegos/Arizona Western College/Sec/Treas  
Brian Golding Sr./Quechan Tribe  
Jay Simonton/City of Yuma  
Lizeth Servin/City of San Luis  
Richard Marsh/Town of Wellton - via phone call

**Members Absent:**

Ian McGaughey/Yuma County

**Other Present:**

Shelly Kreger/YCIPTA/Transit Director  
Carol Perez/YCIPTA/Assistant Director of Transit Services  
David Garcia/YCIPTA/Transit Operations Manager  
Kirt Manuel/YCIPTA/Brand Ambassador  
Adriana Ortiz/YCIPTA/Accounting Clerk I  
Omar Chavez/YCIPTA/Clerk I  
Anabel Teran/RATP Dev/General Manager  
Jennifer Shields/HeinfeldMeech/Certified Public Accountant

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Mr. Golding Sr.

**CALL TO PUBLIC:**

No public presence, no action needed.

**CONSENT CALENDAR:**

Mr. Marsh joined the meeting via phone call at 1:37 p.m.

**No. 1: Adopt the March 23, 2026, regular session minutes. Action required.**

**Motion (Gallegos/Servin):** To approve the item as presented.

**Voice Vote:** Motion carries, 6-0 with Mr. Galaviz and Mr. McGaughey being excused.

**No. 2: Adopt the March 30, 2026 regular and executive session minutes. Action required.**

**Motion (Servin/Simonton):** To approve the item as presented.

**Voice Note:** Motion carries, 6-0 with Mr. Galaviz and Mr. McGaughey being excused.

**DISCUSSION & ACTION ITEMS:**

**No. 1: Discussion and or action regarding the YCIPTA FY2025 Annual Comprehensive Financial Report (ACFR) – Presented by Jennifer Shields, HeinfeldMeech. Action required.**

Mr. Durazo welcomed Jennifer Shields, HeinfeldMeech, Certified Public Accountant (CPA), to present her discussion. Ms. Shields stated that it is a pleasure to work with YCIPTA again this year. Ms. Shields performed the annual audit for YCIPTA, and procedures have been completed.

Ms. Shields stated that the financial statements included an unmodified opinion. The audit was completed by March 21st; deadline being met.

Ms. Shields stated a new audit standard was implemented this year, Governmental Accounting Standards Board (GASB) No. 101 which includes compensated absences, vacation and sick leave for employees.

In continuation of the financial statements, Ms. Shields stated there were a couple of adjustments that occurred, two (2) big ones; depreciation and pensions.

Ms. Shields stated that some of the normal year ending procedures did not occur due to lack of personnel. Adjustments were made to the financial statement to ensure the records of YCIPTA were prepared in accordance with Generally Accepted Accounting Principles (GAAP). Management is aware of finding, the corrective action plan is in place. Ms. Shields stated that for years she has been talking about a finding related to a bid for fuel, it has been corrected.

Mr. Galaviz entered the meeting via phone call at 1:44 p.m.

Mr. Durazo enquired about the action required in Discussion No. 1.

Ms. Kreger emphasized it being about the closing entries.

Mr. Simonton enquired about what board members are taking action on.

Ms. Kreger stated that it refers to the adjusting closing entries and approving the audit.

**Motion (Gallegos/Simonton):** To approve the item as presented.

**Voice Note:** 7-0 with Mr. McGaughey being excused.

**No. 2: Discussion and or action regarding the YCIPTA FY2026-2027 Operating and Capital Budget. Action required.**

Ms. Kreger provided background information for this item, as provided in the member packet. Ms. Kreger stated the estimated operating revenues are \$7,436,279 and estimated operating expenses are \$7,170,640 with an estimated revenue carryover at the end of fiscal year 2026-2027 for \$265,640. Capital budget consists of \$655,000 in revenue; these expenses are for one (1) 20-passenger bus and using the Surface Transportation Block Grant (STBG) funds to replace three (3) vehicles. The STBG has a low match ratio without increasing member entity dues would leave us at \$47,000.

Ms. Kreger stated the budget does not have any adjustments to the member entity dues.

Mr. Simonton inquired on how would the board approve a budget with a deficit.

Ms. Kreger stated entity dues are needed to pursue, and wanted to present the budget, showing entity dues increase is needed.

Mr. Durazo tabled the item until Discussion and Action item No. 3 was acted upon.

**No. 3: Discussion and or action regarding the increase in the YCIPTA Annual Member Entity Dues. Action required.**

Ms. Kreger stated that YCIPTA is requesting approval for increase in member entity dues. Ms. Kreger explained that different scenarios were created to show how percentage would affect the budget. These scenarios were also presented to the Financial Sustainability Subcommittee.

Mr. Simonton stated that the other options do not get to \$47,000 needed.

Ms. Kreger stated that due to fuel prices going up, there would have to be an increase in the member entity dues or something would need to be removed from the capital budget.

Mr. Simonton enquired about what would be cut from the capital budget.

Ms. Kreger stated it would be the relief vehicles, which would be a small match ratio of only 4.7%.

Mr. Durazo stated that after looking at the scenarios and the percentages, 5% is the one that makes more sense.

Ms. Gallegos inquired in regard on the automobile expenses on the capital.

Ms. Kreger stated that the automobile expenses were acquiring two (2) buses from Arizona Department of Transportation (ADOT), furniture and equipment, and safety upgrades to the parking lot; these are all in the STBG grant.

Ms. Gallegos inquired if the \$133,000 is match.

Ms. Kreger stated it's the total expense, including the match and income of the STBG grant.

Mr. Simonton indicated he is okay with the 5% increase in member entity dues.

Ms. Servin agreed with Mr. Simonton.

Mr. Galaviz stated his only concern being if doing 5%, that it does not become a trend. Mr. Galaviz stated he understands the concern of things getting more expensive. Mr. Galaviz suggests staff come up with a long-range plan, to avoid this discussion happening again next year.

Ms. Kreger stated that income is not increasing, it has been maxed out from other sources. Contactor costs are going up yearly. Ms. Kreger stated YCIPTA staff are trying as much as possible to obtain money as they can from other sources such as advertisement. Ms. Kreger stated if the member entities do not want an increase, a cut in services will be needed.

Mr. Durazo echoed Mr. Galaviz's concern and emphasized the struggle of prices increasing.

**Motion (Simonton / Servin):** To approve the item as presented.

**Voice Note:** 7-0 with Mr. McGaughey being excused.

Mr. Durazo returned to Discussion and Action Item No. 2.

**No. 2: Discussion and or action regarding the YCIPTA FY2026-2027 Operating and Capital Budget. Action required.**

Mr. Durazo stated after the approval of the 5%.

**Motion (Simonton/Gallegos):** To approve the 5% increase in member entity dues.

**Voice Note:** 7-0 with Mr. McGaughey being excused.

**No. 4: Discussion and or action regarding ongoing challenges with Arizona Department of Transportation (ADOT) and next steps. Action required.**

Ms. Kreger stated a letter from YCIPTAs Legal has been sent to ADOTs legal team. ADOTs Legal has responded and requested past due contractor invoices. Ms. Kreger

stated those were sent to them the same day. YCIPTA received the reimbursement for November and December was immediately submitted. Ms. Kreger stated that Decembers had been rejected due to an error by the program manager.

Ms. Kreger further stated that on Friday, April 24th, she received an email notification that ADOTs reimbursement system would be changing; no reimbursements would be processed for at least two (2) weeks. The email encouraged agencies with pending reimbursements to get caught up. A reply was sent inquiring what can be done if the reimbursements delays were due to ADOT.

Mr. Galaviz enquired if any of the board members had reached out to ADOT regarding the reimbursement issue.

Mr. Simonton stated his team is working on scheduling call via Microsoft Teams with the ADOT director. He also mentioned the employee in charge of that will be back on Wednesday and will try to set something up for the end of the week.

Ms. Servin stated she provided the information to Jenny Torres, City of San Luis, City Manager and will follow up with her to get an update.

Mr. Galaviz stated getting to the correct person is needed, as it makes no sense why this process is taking so long.

Mr. Simonton inquired about the reimbursement rejection, asked if it was typical.

Ms. Kreger stated that at times it gets rejected due to being off a cent or two. Ms. Kreger provided an example, stating that recently, the program manager sent Ms. Ortiz a spreadsheet, the spreadsheet was completed as requested. The submittal was rejected due to it being the wrong spreadsheet. Ms. Kreger noted that after being assigned a new program manager, everything has gone downhill.

Mr. Simonton questioned if this is the same program manager for all agencies.

Ms. Kreger stated there are different program managers, Rural Public Transit Grant Program Section 5311 and 5310. Ms. Kreger stated she got ahold of the previous program manager and states she has no current issues with her recipients. Ms. Kreger has been including her in emails since then.

Mr. Durazo questioned who the program manager is.

Ms. Kreger stated the program manager is Ms. Mary Villareal. Ms. Kreger stated RATP Dev hired a consultant, Jacob Fritz, JF Public Transit Consultants LLC, Principal Planner to review YCIPTAs grant management process. Mr. Fritz reviewed the processes, and determined all procedures are being done appropriately.

Ms. Kreger stated Mr. Fritz provided some recommendations including sending a letter from each board members to ADOT, daily emails to ADOT, and contacting the

supervisor of program managers, Tina Munoz, ADOT, Transit Manager. Ms. Kreger stated she has already spoken with Ms. Munoz at the Arizona Transit Association Conference. Ms. Munoz stated she would look into it; no response has been received.

Ms. Servin inquired if after the report gets rejected, a due date is provided for the corrections.

Ms. Kreger stated that under the contract with ADOT, they have 30 days from the date submitted. If there are any rejections the 30-day process starts over again.

Mr. Durazo stated that YCIPTA has the support of all board members.

Mr. Golding enquired whether any other Section 5311 recipients in Arizona have issues.

Ms. Kreger stated other 5311 recipients are also having issues.

Mr. Golding inquired if there was a number of how many entities are affected.

Ms. Kreger stated she does not have a number.

Mr. Simonton stated the more information to have to back up the case, the better. Mr. Simonton stated to have the most information possible in case the board manager has an excuse.

Ms. Kreger stated everything has been documented and will find out how many recipients also have the same issue.

Mr. Golding stated there are some tribes that are also Section 5311 and wonders if any other tribal recipients are being mistreated similarly.

Ms. Kreger stated she will look into it and provide the information.

Mr. Galaviz inquired as to what the waiting time is.

Ms. Kreger stated one was about fifty (50) days before received.

Ms. Gallegos stated having the ageing reports with dates, including the time it was issued to help support when Mr. Simonton talks to his team.

Ms. Kreger stated she will provide information needed.

Ms. Servin stated that any new information to support this case will be useful.

Mr. Golding stated regarding the suggestion about the Federal Transit Administration (FTA) capital cost of contract grants.

Ms. Kreger stated that formula brings it to an 80/20 match instead of a 50/50 but will look into it.

Mr. Simonton questioned if there could be an 80% reimbursement.

Ms. Kreger mentioned she will look into it.

Mr. Golding stated in case there were any changes in capital, what changes would be in our capital plan.

Ms. Kreger stated it would not mess with our capital plan; money would still be spent on operations.

Mr. Golding questioned if YCIPTA would be accessing a larger pool of capital funds.

Ms. Kreger stated we'd be able to spend more at lower match rate, giving us more FTA money.

Mr. Golding inquired if that could be provided before the next budget.

Mr. Simonton stated that would have a huge impact.

Mr. Galaviz stated that would be direction, no action needed.

No action required. No action taken.

**No. 5: Discussion regarding YCIPTA Subcommittees Members. No action required.**

Mr. Galaviz stated he wanted to ensure the subcommittees were up to date, and to inquire if there is anyone wanted to join any of the other committees.

Ms. Kreger inquired if members are content with the subcommittee appointments as is.

Mr. Marsh stated he would love to be part of the Financial Review Committee. Mr. Golding questioned whether it would be out of order to appoint Mr. Marsh to the Financial Subcommittee.

**Motion: (Golding/Servin):** To appoint Mr. Marsh to the Financial Sustainability Subcommittee.

**Voice Note:** 7-0 with Mr. McGaughey being excused.

**No. 6: Discussion and or action regarding the YCIPTA Board Retreat and Agenda items. Action may be required.**

Ms. Kreger stated that around October/November, she would like to do a board retreat.

Ms. Kreger stated that Mr. Galaviz mentioned bringing city council members and showing them our route system and the facility.

Ms. Kreger stated if any board members have any suggestions, to please let her know.

Mr. Golding suggested having presentations on transit training, as board members do not attend any conferences; this would help leadership understand the struggles and inspire to resolve some of the issues.

No action required. No action taken.

**No. 7: Discussion regarding virtual meetings. No action required.**

Ms. Kreger stated that bylaws indicate that any communication is allowed.

Mr. Galaviz stated his recommendation is that all meetings have the virtual capability in case things come up but in person was preferred.

Ms. Kreger stated that Aldrich Hall is not equipped for virtual meetings.

Ms. Servin questioned if meetings can be done live, for example on Facebook so the community can join.

Mr. Galaviz stated it is more towards flexibility for members, in case they cannot make it in person.

Ms. Servin suggested rotating meetings to the different entities' locations occasionally.

Ms. Kreger stated it has been done in the past, and it is an idea to keep in thought.

No action required. No action taken.

**No. 8: Discussion and or action regarding upcoming Member Entity projects that could interfere with YCAT bus routes. Action may be required.**

Ms. Kreger stated if members could be more active with any activities coming up, for example any road work to prevent any interference with the YCAT bus routes.

No action required. No action taken.

**No. 9: Discussion and or action regarding the response for the Legal Services RFP. Action required.**

Ms. Kreger stated she sent out emails to different firms and only received one (1) response; our current legal counsel. Ms. Kreger stated that the proposal indicates no increase in their rate until 2030 of \$200 per month for the retainer. Ms. Kreger states the contract ends on June 30th.

Mr. Golding inquired if staff reissued, what would be done differently to encourage a different result.

Ms. Kreger stated she will send it out to law firms that could possibly be interested.

Mr. Golding stated that it is preferable that the law firm is licensed in Arizona.

Ms. Kreger stated that is a good idea, and will check with sister organizations to see who they use.

Mr. Simonton stated he was not satisfied with current legal.

Mr. Garcia stated there was language in the RFP in regards to responsiveness but it as not addressed in the proposal provided.

Ms. Servin recommended contacting neighboring counties to see what they have, who they work with, and what the process is.

**Motion: (Golding/Simonton):** To reject the proposal and reissue the RFP.

**Voice Note:** 7-0 with Mr. McGaughey being excused.

#### **PROGRESS REPORTS:**

##### **No. 1: Operations Manager Report/Maintenance Update– Anabel Teran, General Manager, RATP Dev. *No action required.***

Ms. Teran stated RATP Dev is under the industry standards in regards accidents. Ms. Teran also mentioned that during spring break, there was cancellation of routes due to shortage of employees.

Ms. Teran introduced Matthew Richardson, RATP Dev, new Maintenance Manager. Ms. Teran stated the company went three months with no Maintenance Manager, and stated that preventable maintenance numbers had dipped but are back at 100%.

No action required. No action taken.

##### **No. 2: Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.***

Ms. Kreger provided the report as contained in the Member packet.

No action required. No action taken.

##### **No. 3: Transit Operations Manager Report – David Garcia, Transit Operations Manager. *No action required.***

Mr. Garcia stated the ridership report as contained in Member packet.

Mr. Garcia stated that Ms. Perez and him both attended the Southwest Transit Conference and Expo.

Mr. Garcia stated that discussions ensued with various ADOT staff to discuss the reimbursement issues.

Ms. Kreger stated the three (3) conference fees were paid for by National Rural Transit Assistance Program (RTAP)

Mr. Garcia stated the vehicle auction was closed, ten (10) vehicles were sold and remaining vehicles were relisted.

Ms. Kreger stated ADOT owns the trolleys, and ADOT has given permission to get rid of them; paperwork has been submitted.

Mr. Garcia stated that he was working on getting a shelter for the temporary Downtown Yuma Transit Center (DYTC) stop.

No action required. No action taken.

**No. 4: Brand Ambassador Report – Kirt Manuel. Brank Ambassador. No action required.**

Mr. Manuel stated that it has been an exciting month for the advertising program; all buses are being rewrapped. Mr. Manuel stated there is a queue of people who are interested in future wrap advertisement.

Mr. Manuel stated there has been no bids for advertising on the shelter for Walmart in San Luis, but he is trying to work something out.

Mr. Manuel stated the website is almost ready for launch.

Mr. Manuel stated Ms. Perez and himself have been working with Fortuna Foothills service analysis.

Mr. Golding inquired if there is a targeted date for the website.

Mr. Manuel referred to Mr. Garcia to respond.

Mr. Garcia stated they are working on rolling the domain; switching to the new server had been causing trouble.

Mr. Golding suggested the launch date for June 1<sup>st</sup>, 2026.

Mr. Garcia echoed Mr. Golding's suggestion.

Mr. Golding stated his concern with the new website is to have the right information available in one to two clicks. Mr. Golding provided examples: how to get the bus, and

what the prices are. Mr. Golding indicated that he wanted something more user friendly.

Mr. Manuel stated that is something that has been addressed.

Ms. Servin stated she would like to see a service analysis like the one in the Foothills in San Luis.

Discussion ensued in regards to the process of a service analysis; the man power required, resources, and expectations.

Ms. Servin mentioned with the new college coming to San Luis, the demand will go up. Implementing the sooner the better, to have everything running smoothly.

Ms. Kreger stated it would be helpful to have a list of what is coming to town, when and where to have something structured.

Ms. Perez stated some of these items will also be taken care of as on the short-range transit plan.

No action required. No action taken.

**No. 5: Financial Report – Adriana Ortiz, Accounting Clerk I. *No action is required.***

Ms. Ortiz presented the item as contained in the Member packet.

No action required. No action taken.

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

Due to May 25th being an observed holiday, next meeting has been scheduled for June 1st, 2026.

There being no further business to come before the Authority in Regular Session, the meeting was adjourned at 3:29 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this \_\_\_\_\_, 2026, Agenda Item \_\_\_\_\_.

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Omar Chavez, Board Secretary



## Yuma County Intergovernmental Public Transportation Authority

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May 27, 2026

### Discussion and Action Item 1

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors

From: Shelly Kreger, Transit Director

Subject: Discussion and or action regarding the following:

- FY 26-27 Quechan Indian Tribe/YCIPTA MOU Exhibit A, Amend. #16
- FY 26-27 EICTS MOU 11<sup>th</sup> Extension and Amendment
- FY 26-27 Exhibit A – EICTS Operations and Business Plan

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the following:

- FY 26-27 Quechan Indian Tribe/YCIPTA MOU Exhibit A, Amend. #16
- FY 26-27 EICTS MOU 11<sup>th</sup> Extension and Amendment
- FY 26-27 Exhibit A – EICTS Operations and Business Plan

Background and Summary: The agreement provides funding for continued operation of Yuma County Area Transit (YCAT) services serving the Quechan community from July 1, 2026 through June 30, 2027.

Under the agreement, QUECHAN will contribute up to \$169,663.80 toward operation of:

- Blue Route 5 – Quechan Shuttle
- Turquoise Route 10 – Interstate 8/EI Centro/Yuma

Funding for these services will be supported through Federal Transit Administration (FTA) Section 5311(c) grant funds and Bureau of Indian Affairs (BIA) Tribal Transportation Program funding.

In addition, QUECHAN will provide a membership contribution of \$12,155.82 based on tribal population.

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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

The agreement also includes an annual subsidy payment from the Imperial County Transportation Commission (ICTC) to QUECHAN of up to \$259,924.95 for Eastern Imperial County transit services under the existing Memorandum of Understanding.

Also Included in this staff report and for Board approval is the Eleventh Extension and Amendment of MOU between YCIPTA, ICTC AND Quechan Indian Tribe for Transit Services in Eastern Imperial County and the Eastern Imperial County Transit Services Operating and Implementation Business Plan.

Financial Impacts: QUECHAN transit contribution: up to \$169,663.80, Membership contribution: \$12,155.82 and ICTC subsidy to QUECHAN: up to \$259,924.95

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the following:

- FY 26-27 Quechan Indian Tribe/YCIPTA MOU Exhibit A, Amend. #16
- FY 26-27 EICTS MOU 11<sup>th</sup> Extension and Amendment
- FY 26-27 Exhibit A – EICTS Operations and Business Plan

Legal Counsel Review: N/A

- Attachments: Quechan Indian Tribe FY 2026-2027 Exhibit A Amendment 16, FY 26-27 EICTS MOU 11<sup>th</sup> Extension and Amendment and the FY 26-27 Exhibit A – EICTS Operations and Business Plan

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger, Transit Director

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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

**EXHIBIT A**  
**AMENDMENT SIXTEEN FOR THE FORMULA FOR YCIPTA CONTRIBUTION**

YCIPTA shall provide the following routes to QUECHAN for 07/01/2026 to 06/30/2027:

<b>Route</b>	<b>Type of Service</b>	<b>Operating Days</b>	<b>Service Hours</b>	<b>Destinations</b>
Blue Route 5 – Quechan Shuttle	Rural Fixed Route	Monday-Saturday	Approximately 7:15 am to 7:10 pm, every 60 minutes, Monday through Friday and from 9:15 am to 4:10 pm, every 60 minutes on Saturday. Weekdays Approx: 9.20 per day Saturday Approx: 5 per day	Fort Yuma Indian Reservation and Paradise Casino to Quechan Casino Resort, Winterhaven and Algodones/Andrade Border Crossing, and Downtown Yuma Transit Center.
Turquoise Route 10 – Interstate 8/El Centro/Yuma	Urban Fixed Route	Monday, Wednesday and Friday	Approximately 9:15 am to 11:30 am/2:00 pm to 5:30 pm on Monday, Wednesday and Friday. Monday/Wednesday/Friday Approx: 6.40 per day	Yuma Palms Regional Center to downtown El Centro and Paradise Casino, Winterhaven, Quechan Casino Resort, and Imperial Valley Mall on request.

QUECHAN shall pay YCIPTA an amount not to exceed \$169,663.80 for the period of July 1, 2026, to June 30, 2027, as a local contribution towards the operation of the Yuma County Area Transit (YCAT) system and the operational costs of the Blue Route 5 – Quechan Shuttle and Turquoise Route 10 – Interstate 8/El Centro/Yuma as defined in this Exhibit.

QUECHAN shall contribute to the fully allocated operating costs of Blue Route 5 and Turquoise Route 10 as defined below for the period of July 1, 2026, to June 30, 2027:

- **Blue Route 5 - From July 1, 2026, to June 30, 2027:** the fully allocated operating costs of Blue Route 5 are estimated to be \$590,682.30 (3,110.00 annual revenue vehicle hours times \$189.93 per revenue vehicle hour). QUECHAN shall contribute an amount that shall not exceed \$132,751.70, the amount related to services to be provided under that portion of the Federal Fiscal Year 2026 Federal Transit Administration (FTA) Section 5311 (c) grant funding, and BIA Tribal Transportation Program Agreement funding received by QUECHAN.
- **Turquoise Route 10 - From July 1, 2026, to June 30, 2027:** the fully allocated operating costs of Turquoise Route 10 are estimated to be \$164,384.42 (865.50 annual revenue vehicle hours times \$189.93 per revenue vehicle hour). QUECHAN shall contribute an amount that shall not exceed \$36,912.10, the amount related to services to be provided under that portion of the Federal Fiscal Year 2026 Federal Transit Administration (FTA) Section 5311 (c) grant funding, and BIA Tribal Transportation Program Agreement funding received by QUECHAN.

- ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of Two Hundred Fifty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety-Five Cents (\$259,924.95) to fund Eastern Imperial County Transit Services, as provided for in Section II.B.6 and reflected in Exhibit B of the YCIPTA/ICTC/QUECHAN MOU, as extended from time to time.

QUECHAN shall contribute \$12,155.82 as a membership contribution which is based on tribal population as established by the 2020 census divided against the Yuma County population.

For the purposes of this Exhibit and MOU, a revenue vehicle hour is defined as the times during which the vehicle is available to carry passengers, and which includes only those times between the time or scheduled time of the first passenger pick-up and the time or scheduled time of the last passenger drop-off during a period of the vehicle's continuous availability.

**This exhibit may be amended each fiscal year as agreed upon by QUECHAN and YCIPTA to reflect the new operational costs for the operation of transit services to QUECHAN or the additional/removal of a fare subsidy for tribal members.**

## APPROVALS

### QUECHAN INDIAN TRIBE

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Jonathan E. Koteen  
President

### YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

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Shelly Kreger  
Transit Director

**ELEVENTH EXTENSION AND AMENDMENT OF MEMORANDUM OF UNDERSTANDING BETWEEN THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, IMPERIAL COUNTY TRANSPORTATION COMMISSION AND QUECHAN INDIAN TRIBE FOR TRANSIT SERVICES IN EASTERN IMPERIAL COUNTY.**

This Extension and Amendment (“Extension and Amendment”) made and entered into effective July 1, 2026, is by and between **Yuma County Intergovernmental Public Transportation Authority**, a political subdivision of the State of Arizona (“YCIPTA”), **Imperial County Transportation Commission**, a regional transportation planning agency and political subdivision of the State of California (“ICTC”), and **Quechan Indian Tribe** (“QUECHAN”). The terms “Party” or “Parties” shall mean the collective or individual participants of this Extension and Amendment.

**WITNESSETH:**

**WHEREAS**, YCIPTA, ICTC and QUECHAN entered into that certain Memorandum of Understanding dated October 28, 2015 for Transit Services in Eastern Imperial County (“MOU”) attached hereto and incorporated by reference herein as **Exhibit “1”**; and

**WHEREAS**, the term of the MOU is set to expire on June 30, 2016 unless the Parties agree in writing to extend the MOU; and

**WHEREAS**, paragraph VII.A of the MOU provides that the Parties, upon their mutual, written agreement, may extend the MOU on an annual basis, so long as such extension is requested by April 31, and the extension shall be approved and executed by all of the Parties by June 30; and

**WHEREAS**, paragraph VIII.J of the MOU provides that the Parties may amend the MOU in writing, dated, signed by duly authorized representatives of each Party to the MOU and attached thereto; and

**WHEREAS**, the Parties did so amend the MOU through the TENTH Extension and Amendment made and entered into effective July 1, 2025, attached hereto and incorporated by reference herein as **Exhibit “2”**; and

**WHEREAS**, YCIPTA, ICTC and QUECHAN wish to extend the term of the MOU for an additional one-year term in accordance with paragraph VII.A of the MOU, and to amend the MOU to specify the payments to YCIPTA during the additional year term in accordance with paragraph VIII.J of the MOU, with no other changes.

**NOW THEREFORE**, for and in consideration of the promises and payments herein set forth, YCITA, ICTC and QUECHAN have and hereby agree as follows:

1. The MOU shall be extended for an additional one-year term effective July 1, 2026 and shall terminate on June 30, 2027 unless the MOU is further extended in accordance with paragraph VII.A of the MOU.
2. Paragraph III.A of the MOU is deleted and replaced by the following:

**“III. Compensation, Reporting and Performance Standards**

**A. Payments to YCIPTA**

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of Two Hundred Fifty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety-Five Cents (\$259,924.95) to fund Eastern Imperial County Transit Services, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall ICTC be liable to QUECHAN for payments that exceed Two Hundred Fifty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety-Five Cents (\$259,924.95).

QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of One Hundred Sixty-Nine Thousand, Six Hundred Sixty-Three Dollars and Eighty Cents (\$169,663.80) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN. Such payments are due within thirty (30) days after receipt of the invoice and supporting documentation from YCIPTA, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall QUECHAN be liable to YCIPTA for payments that exceed One Hundred Sixty-Nine Thousand, Six Hundred Sixty-Three Dollars and Eighty Cents (\$169,663.80).

In no event shall QUECHAN be liable to YCIPTA for payments to be made by ICTC. In no event shall ICTC be liable to YCIPTA for payments to be made by QUECHAN”.

3. All other terms and conditions are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

**---SIGNATURES ON THE NEXT PAGE---**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Extension and Amendment on the day and year first above written.

**YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Shelly Kreger, Transit Director

ATTEST:

By: \_\_\_\_\_  
David Garcia, Transit Operations Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth Punpayuk, YCIPTA Legal Counsel

**IMPERIAL COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Karin Eugenio, Chairperson, Imperial County Transportation Commission

ATTEST:

By: \_\_\_\_\_  
Cristi Lerma, Secretary to the Commission

APPROVED AS TO FORM:  
Geoffrey Holbrook, County Counsel

By: \_\_\_\_\_  
Geoffrey Holbrook, County Counsel

**QUECHAN INDIAN TRIBE**

By: \_\_\_\_\_  
Jonathan E. Koteen, President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Perry Riggs, Tribal Attorney, Rosette, LLP



## **Eastern Imperial County Transit Services Operations and Implementation Business Plan**



**Presented by:  
Yuma County Intergovernmental Public Transportation Authority  
October 2012**

*Amended October 2013, September 2014, July 2015, April 2016, April 2017,  
May 2018, May 2019, May 2020, May 2021, May 2022, May 2023, May 2024, May 2025 and  
May 2026*

**Eastern Imperial County  
Transit Operations and Implementation Business Plan**

**Table of Contents**

Section 1	Overview of Routes Statement of Purpose and Need
Section 2	Roles and Responsibilities
Section 3	Overview of Operating Plan & Funding
Section 4	Marketing and Outreach Plan
Section 5	Additional Details of Operating Plan
<b>Exhibits</b>	1. Schedules and Route Maps Effective July 1, 2026

**Section 1  
Overview of Routes**

The Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”), on behalf of the Quechan Indian Tribe (“QUECHAN”), is proposing to operate the following transit services in eastern Imperial County effective July 1, 2026.



**Yuma County Area Transit Service Summary – Effective July 1, 2026**

Route Number/Name	Type of Route	Number of Stops	Frequency Of Route	Peak Bus Requirement	Service Hours	Where Does Route Go?
<b>Blue Route 5 Quechan Shuttle</b>	Rural Flex Route	43 Stops	60 minutes	1	7:15 am to 7:10 pm – Monday-Friday 9:15 am to 4:10 pm – Saturday	Flex route service in a counterclockwise direction within the Fort Yuma Indian Reservation and Winterhaven from Paradise Casino via Picacho Road and Interstate 8 to Andrade Port of Entry, Downtown Yuma Transit Center, and Quechan Casino Resort.
<b>Turquoise Route 10 Interstate 8/El Centro</b>	Special Service	29 Stops	2 round trips	1	9:15 am to 11:30 am/2:00 pm to 5:30 pm Monday, Wednesday & Friday	Fixed route service from Yuma Palms Regional Center to downtown El Centro via Paradise Casino, Winterhaven, Quechan Casino Resort and Interstate 8 with service to Imperial Valley Mall on request.

The transit routes will not operate on Sundays or major holidays observed by YCIPTA, including New Year’s Day, Dr. Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. However, there will be Saturday service on the day after Thanksgiving, Christmas Eve, and New Year’s Eve. Each route will operate with one bus, allowing for a maximum of two buses to meet peak vehicle demand in eastern Imperial County.

YCIPTA shall oversee and operate these routes in conjunction with the QUECHAN and Imperial County Transportation Commission (“ICTC”).

Blue Route 5 and Turquoise Route 10, now in their 14<sup>th</sup> and 13<sup>th</sup> years of operation, respectively, were both exempted from farebox recovery ratio requirements and other performance measures for a certain period under the California Transportation Development Act (TDA) when they were first implemented. Blue Route 5's exemption period expired on June 30, 2016, and it will now be partially funded with TDA funding starting July 1, 2017. Similarly, Turquoise Route 10's exemption

period ended on June 30, 2015, and it will also start using TDA funding provided by ICTC from July 1, 2016.

YCIPTA, QUECHAN, and ICTC initially developed this business plan in October 2012 as the Regional Connector Operations and Implementation Business Plan to coincide with the launch of the Turquoise Route 10 on January 7, 2013. On an annual basis, YCIPTA, QUECHAN, and ICTC review the Business Plan, with the following key amendments:

- October 2013 – reduced to 12% the initial goal of an 18% farebox recovery ratio for the Turquoise Route 10.
- September 2014 – included the Blue Route 5's operations, funding, and performance standards.
- July 2015 – redesignated the Business Plan to address Eastern Imperial County Transit Services
- July 2016 – eliminated Saturday service on the Turquoise Route 10 to improve its prospect of meeting the 12% farebox recovery ratio, since the Route's exemption period ended June 30, 2015.
- April 2017 – implemented use of local funds, as authorized by SB 508, effective January 1, 2016, which were contributed by YCIPTA and counted toward the farebox recovery ratio requirement.
- May 2018 – reintroduced a third day, Friday, to the Turquoise Route 10 to allow more accessibility to Eastern Imperial County.
- May 2020 – reflected higher costs because of a new labor contract affecting YCIPTA's transit operations contractor, as well as suspension of fare collections due to COVID-19 pandemic, despite also reducing operating hours to the Saturday service schedule.
- May 2021 – returned to full and regular schedules and anticipated resumption of fare collections during the year.
- May 2024 – reflected increased cost per hour due to rising costs of fuel and vehicle maintenance during the year.

The plan proposes that the routes identified will extend the Imperial Valley Transit system, replacing the former IVT Route 3 on Wednesdays between Holtville and Winterhaven. Operations in FY 2026-2027 are expected to remain consistent with FY 2025-2026 in frequency and hours of service, with a slight increase in operating costs due to the transit operations contractor's contract and rising fuel costs. Steady increases in ridership figures from FY 2024-2025 are anticipated to continue, and gas prices are expected to rise. In March 2024, ridership exceeded pre-pandemic levels.

## **Statement of Purpose and Need**

The purpose of operating transit services in Eastern Imperial County is to provide mobility for Winterhaven and Fort Yuma Indian Reservation residents and visitors within Eastern Imperial County and to Yuma, Arizona. The Blue Route 5 services run six days a week, extending to Andrade Port of Entry and providing access to services in Yuma. The Turquoise Route 10 services run three days a week. They are extended to El Centro to access services at the County Seat and other quality-of-life opportunities not available in Winterhaven.

Regional and local travel needs were identified below:

- Access to California State and Imperial County agencies and services in El Centro (DMV, courts, Imperial County Public Health Department, Imperial County Department of Social Services).
- Access to medical care in El Centro (health specialists, El Centro Regional Medical Center, Pioneer Memorial Hospital).
- Access to medical care in San Diego, Phoenix (Phoenix Indian Medical Center), and Tucson.
- Access to destinations within Winterhaven and the Fort Yuma Indian Reservation.
- Access to medical care, social services, and other destinations in Yuma.

Two studies were conducted in 2008 and 2011 to evaluate the need for improved transit service in the area. The studies recommended a local shuttle connecting the Fort Yuma Indian Reservation with Winterhaven and Yuma and a lifeline service connecting the Reservation with El Centro to improve access to the County Seat for the eastern part of Imperial County.

## **Section 2 Roles and Responsibilities**

### **YCIPTA - Operating and Contract Authority and Oversight:**

YCIPTA has appointed RAPT Dev USA, its transit operations contractor, to operate the Blue Route 5 - Quechan Shuttle and Turquoise Route 10 - Interstate 8/El Centro/Yuma. However, YCIPTA reserves the right to replace the contractor if deemed necessary. YCIPTA will oversee the operating contract and provide legal operating authority and umbrella operating insurance through the contractor. YCIPTA will also receive monthly reports on project operations and program results from the contractor, with the Project Liaison being the primary contact between the contractor, QUECHAN, and ICTC.

### **YCIPTA Project Liaison - Planning, Contract Management and Marketing:**

YCIPTA's Transit Director or designee will be the Project Liaison, responsible for daily interactions with the operations contractor to ensure compliance with contract terms and conditions, receipt and review of required reports, and coordination of marketing and promotional programs for the routes. The Liaison will facilitate developing and implementing programs to maximize ridership

and effectiveness, involving employers, YCIPTA, the contractor, and other partners. Additionally, the Liaison will review, and process monthly subsidy statements provided by the contractor.

### **ICTC – Supporting Role:**

ICTC will support these transit routes by providing recommendations to YCIPTA through technical and policy levels, marketing the service in Imperial County, and contributing up to Two Hundred Fifty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety-Five Cents (\$259,924.95) of Transportation Development Act Local Transportation Fund (“LTF”) Article 8(c) funds for their continuation.

### **QUECHAN – Supporting Role:**

QUECHAN will support the routes' funding by providing recommendations to YCIPTA at technical and policy levels, marketing the route on the Fort Yuma Indian Reservation, and contributing of One Hundred Sixty-Nine Thousand, Six Hundred Sixty-Three Dollars and Eighty Cents (\$169,663.80) of Federal Transit Administration (FTA) Section 5311(c) funds, and BIA Tribal Transportation Program funds to operate the routes. YCIPTA will use various funds, including FTA Section 5307 and 5311 funds, match funding, fare revenue, and in-kind revenue from the Quechan Andrade Parking Lot, as well as local funds from non-State and non-Federal sources to cover the remaining costs of operating the routes and meet the farebox recovery ratio requirement.

## **Section 3 Overview of Operating Plan**

### **Route Plans**

The Yuma County Area Transit (YCAT) will operate Blue Route 5 and Turquoise Route 10, covering Yuma, Winterhaven, Fort Yuma Indian Reservation, El Centro, and other areas of Imperial County. The routes and bus stop placement are subject to approval by QUECHAN, the City of El Centro, Imperial County, and the Imperial County Transportation Commission (ICTC). Bus stops in Yuma, and Fort Yuma Indian Reservation will be coordinated through existing encroachment permits. Imperial Valley Transit (IVT) will have priority use of bus stops in the El Centro-Calexico Urbanized Area and other areas of Imperial County. Still, their use shall not interfere unreasonably with YCAT's obligations.

Exhibit 1 includes the route map, bus stop list and schedules effective July 1, 2026.

The Blue Route 5 will travel 23.9 miles one way, in a clockwise loop from Downtown Yuma Transit Center, through Fort Yuma Indian Reservation and Winterhaven, California serving 41 bus stops. The Turquoise Route 10 will travel 69.4 miles one way, between Yuma, Arizona, and El Centro, California, serving 27 bus stops.

## Service Hours

The service hours, days and routes are outlined in Section One – Overview of Proposed Routes above.

## Fares – Effective January 9, 2012<sup>1</sup>

The following fares apply to all routes in YCIPTA’s transit system, including Blue Route 5 and Turquoise Route 10. However, effective July 1, 2016, a “cash only-no passes” fare policy will apply to Turquoise Route 10.

Description	Basic	Discount
One Way	\$2.00	\$1.00
Day YCAT Pass	\$5.00 (valued at 2.5 trips)	\$2.50 (valued at 2.5 trips)
10-Ride YCAT Pass	\$17.50 (\$1.75 per ride)	\$7.50 (\$0.75 per ride)
31-Day YCAT Pass	\$60.00 (\$1.50 per ride/20 days/2 trips each)	\$30.00 (\$0.75 per ride/20 days/2 trips each)

- No transfers – use Day YCAT Pass or pay one-way fares.
- Cocopah Tribe members can ride free by showing their Tribal ID card.
- AWC and UA-Yuma students and employees can ride free by showing their student ID card with the current semester sticker.
- YPIC Charter High School and Aztec High School students and employees can ride free by showing their student or employee ID card with current semester sticker.
- YRMC and ACCT employees can ride free by showing their employee ID card.
- Children under 5 years old ride free – up to four (4) children; five (5) or more children pay a discount fare.
- On Call clients may ride fixed routes for free showing On Call ID upon entering the bus.
- Class Pass - \$45.00 (Up to 5 adults and 40 students @ \$1.00 per ride).
- This fare structure would be applicable on the evening NightCAT service from AWC/NAU/UA.

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<sup>1</sup> Fares are subject to change based upon the costs associated with YCIPTA’s operation of the route.

## Ridership Forecasts

While the two studies identified in Section One did not provide any ridership forecasts, based on historical data regarding Blue Route 5 and Turquoise Route 10, YCIPTA staff initially projected that approximately fifty (50) passengers may ride Blue Route 5 each operating day and that approximately fifteen (15) passengers may ride Turquoise Route 10 each operating day, or 5.87 and 3.00 passengers per hour, respectively.

The following table shows the average annual riders per hour on the Blue Route 5 over the last fourteen years:

<b>12-13</b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>
3.41	4.82	5.41	5.62	5.45	5.92	6.50	6.56	5.30	3.85
<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>						
4.57	5.13	5.16	4.88						

The figures indicate steady improvement in ridership except for the large drop in 2020-2021 due to the COVID-19 pandemic.

To determine the forecasted ridership for Turquoise Route 10, several factors were taken into consideration, including the number of passengers boarding from Winterhaven on IVT Route 3/300/350, demographic information from reports on the Winterhaven/Quechan Reservation Rural Connector and Quechan Service Strategies, and data from public workshops held by QUECHAN. Based on data provided by ICTC for FY 2011-2012, IVT Routes 3/300/350 carried around 3.75 passenger trips in the morning and 3.50 in the afternoon/evening on Wednesdays.

The following table shows the average annual riders per hour on the Turquoise Route 10 over the last thirteen years:

<b>12-13<sup>2</sup></b>	<b>13-14</b>	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>
2.99	3.41	6.17	3.69	3.34	2.72	2.10	2.97	2.50	1.90
<b>22-23</b>	<b>23-24</b>	<b>24-25</b>	<b>25-26</b>						
2.19	2.77	2.96	4.14						

The figures also show steady improvement in ridership, with reductions resulting from the elimination of Saturday service in FY 2016-2017. Ridership grew again after initiating Friday service in FY 2018-2019. The COVID-19 pandemic then caused another drop in riders.

Considering the initial forecasts and actual data described above, and with the goal of recovering ridership lost due to the COVID-19 pandemic, the projected ridership for FY 2026-2027 on Blue Route 5 is 5.14 passengers per hour/52.98 per day, while on Turquoise Route 10 it is 3.24 passengers per hour/18.79 per day.

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<sup>2</sup> Amount only reflects the last six months of FY 2012-2013, as service began on January 7, 2013.

### **Fare Revenue Forecasts**

Based on the projected ridership and historical data for each of the two routes and to take a conservative approach, fare revenue of Fifteen Thousand, One Hundred Seventy-Five Dollars and Fifty Cents (\$15,175.50) for Blue Route 5 and Five Thousand, Four Hundred Thirty-Six Dollars and No Cents (\$5,436.00) for Turquoise Route 10 is projected for FY 2026-2027. It is imperative that a fare structure is established to ensure the maximum farebox recovery in compliance with the TDA. As part of the performance measures, YCIPTA, QUECHAN, and ICTC review the farebox recovery ratio to ensure compliance with TDA requirements. The farebox ratio and route classification requirements are established below:

<b>Route</b>	<b>Proposed Classification</b>	<b>Route</b>	<b>Farebox Recovery Ratio</b>
Blue Route 5	Rural Flex Route		10%
Turquoise Route 10	Special Service		12% (blended rural/urban)

### **Cost and Subsidy Projections**

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of Two Hundred Fifty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety-Five Cents (\$259,924.95) to fund Eastern Imperial County Transit Services after QUECHAN files a TDA Article 8c claim and supporting documentation with ICTC and QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of One Hundred Sixty-Nine Thousand, Six Hundred Sixty-Three Dollars and Eighty Cents (\$169,663.80) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN.

For cost and subsidy projections, see the chart on the following page.

**FY2026-2027 DRAFT BUDGET**

	1	2		3	
Routes		Blue Route 5		Turquoise Route 10	
Days Operating		Monday-Saturday		Mon, Wed, Fri	TOTAL FOR ROUTE 5 & 10
Fiscal Year 2026/2027		Budget		Budget	Total Budget
a Fully Allocated Operating Cost (minus ADA paratransit, other YCAT hours, Audit, Vanpool and Greyhound) \$189.93 per hr.		\$590,682.30		\$164,384.42	\$755,066.72
Local funds		\$44,500.00		\$11,300.00	\$55,800.00
b Fare Revenue Collected		\$15,175.50		\$5,436.00	\$20,611.50
c Subsidy Required		\$531,006.80		\$147,648.42	\$678,655.22
d Quechan Subsidy		\$132,751.70	25.0%	\$36,912.10	\$169,663.80
e ICTC Subsidy		\$203,375.60	38.3%	\$56,549.34	\$259,924.95
f YCIPTA Subsidy		\$194,879.50	36.7%	\$54,186.97	\$249,066.46
g TOTAL SUBSIDY (Over)/Under		\$531,006.80		\$147,648.42	\$678,655.22
h Total Miles		77,311.00		39,274.00	116585
i Total Revenue Miles		75,304.00		37,309.00	112613
j Total Deadhead Miles		2,007.00		1,965.00	3972
k service days		302		149	451
l Total Hours		3,239.00		982.00	4221.00
m Total Revenue Hours		3,110.00		865.50	3975.50
n Total Deadhead Hours		129.00		116.50	245.50
o employees		1.50		0.42	1.91
p Passenger Trips		16,000.0		2,800.0	18,800.0
q pass/hour		5.14		3.24	8.38
r pass/day		52.98		18.79	71.77
s pass/mile		0.21		0.08	0.29
t cost/pass		\$ 36.92		\$ 58.71	\$95.63
u sub/pass		\$ 33.19		\$ 52.73	\$85.92
v cost/mile		\$ 7.84		\$ 4.41	\$12.25
w cost/hour		\$ 189.93		\$ 189.93	\$379.86
x farebox ratio		10.10%		10.18%	20%

## **Performance Standards**

Since ICTC would contribute TDA-LTF Article 8(c) funds in support of these routes, the following performance standards apply towards these routes, and YCIPTA will report these figures to ICTC and QUECHAN quarterly. These reports may be reviewed by ICTC's Social Services Transportation Advisory Council.

Newly implemented routes may be exempt from farebox recovery ratio requirements or other performance measures for the current fiscal year and the following two fiscal years under TDA requirements. If the farebox recovery ratio remains below the established standard, efforts must be made to improve the route's performance within three years. Failure to meet the required ratio may reduce TDA funding by the number of required revenues that were not maintained.

Turquoise Route 10 was considered a new route for TDA exemption purposes from January 7, 2013, to June 30, 2015. However, at the end of the exemption period, it only achieved a 6.36% farebox recovery ratio, falling short of the 12% standard. If it failed to meet the standard for FY 2015-2016, it would result in a reduction in TDA funding. Saturday service was eliminated to increase the chances of meeting the 12% farebox ratio performance standard, and a "cash-only, no-passes" fare policy was established for Turquoise Route 10 from July 1, 2016. As of June 30, 2017, Turquoise Route 10 met the 12% farebox recovery ratio performance standard.

Blue Route 5 was considered a new route for TDA funding purposes from July 1, 2014, to June 30, 2016. If it failed to meet the required farebox recovery ratio for FY 2016-2017, it would result in a reduction in TDA funding by the difference between the required and actual farebox revenues based on FY 2017-2018 amounts. As of June 30, 2017, Blue Route 5 met the 10% farebox recovery ratio performance standard.

California Senate Bill 508 (SB 508) was effective on January 1, 2016, and clarified the types of revenues that transit operators can consider in the farebox recovery calculation. If the fare revenues are insufficient to meet the required fare revenues to operating costs ratio, the operator can supplement the fare revenues with "local funds." SB 508 defines local funds as non-federal or non-state grant funds or other revenues generated by, earned by, or distributed to an operator.

Operators can use various local funds, including bus advertising, local county transportation sales taxes, general fund contributions, sales from alternative fuels sold on transit property, and contract revenues from institutions such as local college fare subsidy programs, to cover any shortfall in fare revenue for attaining the required farebox recovery ratio. YCIPTA and QUECHAN began documenting their use of local funds to ensure the attainment of the required farebox recovery ratio for FY 2016-2017 and beyond without including State or Federal funding sources unless authorized. Blue Route 5 and Turquoise Route 10 have met or exceeded their respective farebox recovery ratios at the end of FY 2016-2017 and each year thereafter. For FY 2026-2027, YCIPTA estimates that the local funds contribution will equal Forty-Four Thousand Five Hundred Dollars and No Cents (\$44,500.00) for the Blue Route 5 and Eleven Thousand Three Hundred Dollars and No Cents (\$11,300.00) for the Turquoise Route 10.

Under the FTA requirements, financial and non-financial data must be collected and reported to the National Transit Database (NTD). YCIPTA is required to report both the miles traveled in the Yuma Urbanized Area (UZA) and El Centro-Calexico UZA.

### **Fiscal Audits and Triennial Performance Audits**

ICTC will make payment of TDA funds to QUECHAN to fund a portion of the Blue Route 5 and Turquoise Route 10. Still, QUECHAN will track its expenses associated with using these funds and list them as a separate line item in the Basic Financial Statements each year, submitting a copy of the report to ICTC before December 31 of the funded year. ICTC will send a triennial performance auditor to audit the service and its performance measures. The initial Triennial Performance Audit (TPA) conducted in September 2017 for FY 2014-2016 made 12 findings, addressed by implementing three recommendations. The first recommendation involved reviewing opportunities for increasing local revenue to boost farebox recovery, and QUECHAN began documenting its use of local funds as required by SB 508. To address the second recommendation, QUECHAN has timely submitted its State Controller Report, and for the third recommendation, it issued monthly flyers to promote the routes and worked with YCIPTA to improve coordination for pass purchasing to increase ridership.

The second TPA for Blue Route 5 and Turquoise Route 10 was completed in May 2020 and examined service provided during FY 2016-2017, FY 2017-2018, and FY 2018-2019. The audit made two findings and recommendations, including continuing to ensure State Controller Reports are submitted promptly and ensuring the State Controller Report is reviewed by someone other than the individual who prepared it to identify any errors in reporting. QUECHAN improved its State Controller Report submission since the late submission for FY 2016-2017, submitting reports on time for FY 2017-2018, FY 2018-2019, and FY 2019-2020, but was a week late for FY 2020-2021. The second recommendation addressed inconsistencies between the operating data reported to the State Controller and that reported on YCAT's monthly performance reports. QUECHAN and YCIPTA worked to compare and review data for accurate reporting.

The third TPA for Blue Route 5 and Turquoise 10 was completed in June 2023. It examined the service provided during the Quechan Tribe's public transit program for FY 2019-2020, FY 2020-2021, and FY 2021-2022. The audit found that the Quechan Tribe complied with the requirements of the Transportation Development Act, noting that the Quechan Tribe generally functions efficiently, effectively, and economically. The audit team presented no findings or recommendations.

The fourth TPA for the two routes was nearing completion at the time of this amendment. The draft audit made one finding that the Tribe was late in submitting its FY 2023-2024 State Controller Report, noting that no remedial action is required as the Tribe timely submitted its FY 2024-2025 State Controller Report. The draft audit made one recommendation that YCIPTA explore expanding its staff to better accommodate increasing reporting requirements. The final draft of the fourth TPA is anticipated to be completed by the end of May 2026.

## **Section 4 Marketing and Community Outreach Plan**

### **Branding, Marketing and Community Outreach**

YCIPTA will develop marketing collateral and programs with input and assistance from ICTC and QUECHAN, including printed ads, flyers, rack cards, media, and other advertising materials to promote the YCAT routes. The buses will be branded as YCAT routes, and the marketing program will be targeted in Yuma and Imperial Counties. YCIPTA will focus its marketing efforts on Yuma County, while ICTC will focus on Imperial County and QUECHAN on the Fort Yuma Indian Reservation.

The YCAT Rider's Guide will be distributed through YCIPTA's networks in Yuma County, including on YCAT buses, and the routes will be included in all YCAT marketing materials. ICTC will distribute the Imperial Valley Transit Rider's Guide throughout Imperial County, including information on Blue Route 5 and Turquoise Route 10. Signs promoting the routes will be placed on IVT buses. QUECHAN will distribute IVT and YCAT Rider's Guides throughout the Reservation, promote the routes through door-to-door information distribution, and encourage purchasing YCAT bus passes. The marketing program is funded by YCIPTA's administrative budget and is not reflected in the business plan.

## **Section 5 Additional Details of the Operating Plan**

The contractor is responsible for the daily operations of the routes, as described in Section 2, Roles, and Responsibilities, and managed through YCIPTA following the terms of the Operating Contract. The Project Liaison, designated by YCIPTA, is responsible for ensuring that the contractor adheres to all the terms of the Operating Contract. The Project Liaison is also responsible for developing and implementing the Marketing and Outreach Plan with support from YCIPTA, QUECHAN, and ICTC.

### **1. Transit Service Information**

The schedules and route information will be maintained on the [www.ycat.az.gov](http://www.ycat.az.gov) and [www.ivtransit.com](http://www.ivtransit.com) websites and available via the YCAT telephone information system at 928.783.2235 and the IVT telephone information system at 760.482.2900. Service will be noted as a YCAT service.

### **2. Dispatch**

A dispatcher will be available throughout the service hours of the program to ensure excellent customer service and contingency plans must be made to reasonably accommodate for service delays due to weather, traffic, and vehicle failure by the transit operations contractor. Dispatchers are required to have a communications system in place with their drivers through two-way radios or cell phones, and bus operators must not use the communications system in such a way as to endanger the lives of passengers or violate any laws. YCIPTA intends to use radios from the Yuma Regional Communication System for Blue Route 5 and the San Diego-Imperial County Regional Communication System for Turquoise Route 10.

### **3. Spare Ratio**

YCIPTA would be responsible for providing road support to the YCIPTA vehicle in case of maintenance difficulties and ensure that a replacement vehicle is provided within sixty (60) minutes of determining that a YCAT bus is inoperable. They are also responsible for providing ample comfort, such as water, in the vehicle during extreme temperatures (115 degrees or higher) and extended breakdowns.

### **4. Bus Operators**

Bus Operators are expected to be courteous, friendly, and professional always.

Bus Operators shall be bilingual in English and Spanish to ensure that the distribution of information is available to both languages.

Bus Operator uniforms will be required to be consistent with the branding/marketing of YCIPTA transit services. Uniforms must be kept clean and always ironed for a professional appearance.

Bus Operators are prohibited from smoking in the vehicles. Smoking outside of the vehicles is also prohibited near the door of the vehicle or in the presence of customers. Eating is prohibited in front of customers or while driving.

Bus Operator breaks shall be established with Dispatch according to transit operations contractor policy. Bus Operator breaks should never be allowed to disrupt customer service or routing.

Training shall be given to all Bus Operators so that clear expectations are in place to ensure excellent customer service. Bus Operators will keep the inside of the vehicles neat and tidy, i.e., picking up trash and newspapers left behind.

### **5. Vehicles**

YCIPTA will provide four vehicles up to 40 feet long, carry up to 39 seated passengers, and have up to 4 wheelchair tie-down spaces. The buses will comply with CARB's requirements and are durable for highway travel. YCIPTA has 28 buses, Gillig 34-foot and 40-foot heavy-duty low-floor buses, Arboc 34-foot medium duty low-floor buses, and E350 Starcraft 21-to-26-foot cutaways. The E350 Starcraft buses use gasoline fuel and are exempt from CARB Transit Fleet Rule.

Vehicles used in the program must be kept clean, undergo prompt mechanical and cosmetic repairs, and have a spare vehicle available for use when a primary vehicle is out for maintenance. All YCIPTA vehicles are ADA-compliant and use a low floor ramp for loading/unloading mobility devices.

The recommended vehicle types for the routes are smaller and more maneuverable than larger transit buses, providing more passenger comfort and meeting passenger demand. They are also cost-effective to operate.

All buses used in the program have two bicycle spaces, electronic destination signs, farebox, and security cameras. The exception is the Aerolite buses with manual destination signs and farebox. Pictures of the buses used on these routes are provided below:



35-Foot Arboc Bus



E350 Starcraft Bus



34-Foot Gillig Bus



40-Foot Gillig Bus

Maintenance of the buses will take place at the YCAT bus facility located at 2715 East 14<sup>th</sup> Street, Yuma, Arizona.

## 6. Customer Service

The program's success depends on customer service, marketing, and safety. Any service or mechanical failures will be logged and used to maintain quality control and maintenance standards. On-board customer surveys will be conducted to guide route improvements and adjust marketing plans.

## 7. Schedules

Schedules are defined in Exhibit A and are subject to change. Schedules have been developed to ensure that there are no conflicts between YCAT and IVT buses at all shared bus stops in El Centro.

## 8. Transfer Agreements

At the present time, passengers transferring to IVT would be required to pay a full fare as if they transferred back to YCAT.

## 9. Complementary ADA Paratransit Program

Blue Route 5 is exempt from the ADA paratransit requirement as it is a flex route under the Federal Regulations. Turquoise Route 10 has been designated a commuter route under 49 C.F.R. Part 37 of Federal Regulations, and ADA complementary paratransit requirements do not apply. Passengers needing ADA paratransit service would use YCAT OnCall in Yuma County or IVT Access in Imperial County within a ¾ mile radius of a non-commuter or flex bus route, and timed connections would be established. Free transfers between YCAT OnCall and YCAT fixed route buses are allowed for these passengers.

## 10. The Future

In FY 2015-2016, ICTC provided additional funding to cover a significant portion of the costs for Eastern Imperial County Transit Services, resulting in a more active role in transit planning and operation in that area. Tribal Transit funding has been reduced due to federal transportation bills, including MAP-21, FAST Act, and STRA-21. QUECHAN will only be eligible for formula funding unless they apply for competitive capital expenses, excluding preventative maintenance.

The following table shows the variance in FTA Tribal Transit Formula funding apportioned to QUECHAN since FY 2016.

<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
\$45,166	\$28,638	\$36,405	\$35,304	\$46,729	\$29,741	\$34,411
<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>			
\$34,573	\$48,685	\$40,944	\$35,493			

For FY 2026-2027, QUECHAN requests a minimum of Two Hundred Fifty-Nine Thousand, Nine Hundred Twenty-Four Dollars and Ninety-Five Cents (\$259,924.95) from ICTC to continue transit services at the present levels, while the percentage shares contributed by YCIPTA, QUECHAN, and ICTC remained the same.

YCIPTA will continue to use FTA Section 5307 funds allocated to the Winterhaven area, FTA Section 5311 funds allocated by ADOT to the small portion of the reservation in Arizona, YCIPTA-generated match, fare revenue collected from the routes, and Quechan Andrade Parking Lot in-kind revenue to cover the remaining costs required to operate the Blue Route 5 and Turquoise Route 10.

With the diminishment of the coronavirus pandemic, ridership is returning to pre-pandemic levels in the Yuma, Fort Yuma Indian Reservation, Winterhaven, and El Centro communities. Public transit remains essential in connecting workers to jobs and residents to shopping, healthcare, and other services. YCIPTA will prioritize the safety of employees and passengers while increasing and improving ridership to meet community needs and build community confidence in YCAT.

YCIPTA partnered with YMPO and IBI Group to develop a Short-Range Transportation Plan (SRTP) in December 2019. The community survey conducted by IBI Group garnered favorable feedback from passengers, particularly for the Blue Route 5 and Turquoise Route 10. The survey recommended improving transportation and service headway to the Andrade Port of Entry, expanding the reach of fixed route services on the Reservation with PMoD feeder, introducing on-demand subsidized shared ride taxi/TNC service on the Reservation, and increasing the Turquoise Route 10 service to five days per week. However, the implementation of these recommendations would require additional funding.

IBI Group recommended a pilot program for QUECHAN and YCIPTA that involves two or more non-dedicated service providers. The program would enable customers to book trips from their smartphones or through reservation services. This would be a cost-effective option and would enhance the customer experience, particularly for locations not quickly served by fixed-route transit or where gaps exist in the transit network.

In April 2024, the Federal Transit Administration (FTA) awarded QUECHAN a competitive grant to hire a consultant to develop an on-demand first-last mile service implementation plan. This planning effort will be completed in FY 2026-2027.

A review of the routes was conducted in the Spring of 2016 to determine the appropriate level of transit service and population in eastern Imperial County, considering transit needs and specific performance measures. Four additional bus stop shelters will be procured and installed on the Fort Yuma Indian Reservation, and two of them have already been installed. The remaining two shelters will be installed in FY 2026-2027.

To continue transit services beyond June 30, 2026, additional contributions from ICTC will be required. If service reductions occur based on available funding, public hearings for route changes will take place in May 2026, with changes taking effect on July 1, 2026. To determine future service levels and contribution shares for FY 2026-2027, YCIPTA will provide daily ridership data to ICTC by May 5, 2026, allowing for analysis and recommendations for FY 2026-2027.



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycat.az.gov](http://www.ycat.az.gov)

May 27, 2026

### Discussion and Action Item 2

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the response for the Legal RFP.

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Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors award the contract to the legal firm that was selected through the procurement process.

Background and Summary: At the April 2026 YCIPTA Board meeting the RFP for legal services was approved and decided that due to only one response that YCIPTA should reissue the RFP and use a larger search area.

Through this process, two law firms submitted bids to the Legal Services RFP. The firms are Benesch, Shad le & White and Dickinson Wright PLLC out of Phoenix, AZ.

The YCIPTA Board of Directors received both proposals and scoring criteria sheets to evaluate each firm.

Financial Impacts: TBD

Budgeted: Yes

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors award the contract to the legal firm that was selected through the procurement process.

Legal Counsel Review: N/A

Attachments: Proposals

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe  
Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,  
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe  
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger, Transit Director

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

# BENESCH, SHADLE & WHITE, PLC

ATTORNEYS AT LAW

CELEBRATING Over 100 YEARS

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WAYNE C. BENESCH  
Retired

STEPHEN P. SHADLE  
(1936-2020)

May 22, 2026

Yuma County Intergovernmental Public Transportation Authority  
Attn: Shelly Kreger, Transit Director  
2715 E. 14<sup>th</sup> Street  
Yuma, AZ 85365

Re: Response to Request for Proposals by Yuma County Intergovernmental Public Transportation Authority ("YCIPTA")

Dear Ms. Kreger:

Benesch, Shadle & White, PLC is pleased to submit its Response to Request for Proposals. The firm and the attorneys who have provided legal services under its previous names have been an active law firm in Yuma County for over one hundred (100) years. The attorneys of the firm pride themselves on a deep knowledge of the community and its legal needs, as well as a collaborative approach to meeting the legal needs of its clients. The firm currently consists of two (2) attorneys, each of whom is admitted to practice in the State of Arizona: Trevor T. White with 13 years of experience, and Elizabeth A. Punpayuk with 9 years of experience.

Trevor T. White is the Manager/Partner of the firm. Elizabeth A. Punpayuk is the firm's associate attorney. Our Attorneys possess the requisite knowledge of applicable Federal and State statutes, court rules, administrative regulations and other regulations pertinent to the areas of law concerned. We pride ourselves on our honesty, integrity, experience and commitment to our clients and the Yuma community. Our attorneys are available on a 24 hours a day, seven days a week basis to meet the needs of YCIPTA.

The enclosed Response to Request for Proposals addresses all categories of legal services enumerated in the scope of services. For each area of service, the firm's experience and knowledge is demonstrated in the enclosed proposal. The proposed fee structure of attorneys for legal services is set forth in the proposal. The resumes of attorneys are attached as an appendix. The firm is fully insured under a professional liability policy with QBE Insurance Corporation and a general liability policy from Hartford Casualty Insurance Company. Additionally, our proposal includes a proposed agreement for services, which we drafted as a sample, unfortunately we were unable to locate one attached to YCIPTA's Request for Proposals as requested in the proposal. The proposed agreement does adhere to the requirements outlined in the FTA's Third Party Contracting Guidance.

We look forward to your favorable consideration of our proposal. If you have any questions, please feel free to contact me. We are available to meet with you or your Board of Directors, should you desire to speak with, or interview us with regard to our qualifications, or this proposal.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Trevor T. White', with a long horizontal flourish extending to the right.

Trevor T. White, Esq.

TTW:eap

Enclosures

# **PROPOSAL FOR LEGAL SERVICES**

**to**

**Yuma County Intergovernmental Public  
Transportation Authority**

**May 22, 2026**

**Benesch, Shadle & White, PLC**

**833 E. Plaza Circle, Suite, 100**

**Yuma, AZ 85365**

**Phone: (928) 783-8321**

**Fax: (928) 783-4123**

**[www.yumalawyers.com](http://www.yumalawyers.com)**

# PART ONE: Price Proposal

## Billing Rate Summary in Fee Per Hour

Contract Period: July 1, 2026 through June 30, 2029, plus option years ending June 30, 2030 and June 30, 2031<sup>1</sup>

(hourly rates by fiscal year)

		FY' 26-27	FY' 27-28	FY' 28-29	FY' 29-30	FY' 30-31
Partner	Trevor T. White	\$300.00	\$300.00	\$300.00	\$325.00	\$350.00
Associate	Elizabeth A. Punpayuk	\$250.00	\$250.00	\$250.00	\$275.00	\$300.00
Paralegals		\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

Contract Period: July 1, 2026 through June 30, 2029, plus option years ending June 30, 2030 and June 30, 2031

(hourly rates by fiscal year)

Retainer Rate	FY' 26-27	FY' 27-28	FY' 28-29	FY' 29-30	FY' 30-31
Total for Year	\$14,400.00	\$14,400.00	\$14,400.00	\$16,800.00	\$16,800.00

**Retainer Rate Includes:** Review of agreements and providing legal advice to the Transit Director and YCIPTA Board of Directors, review of agenda items for Board of Directors meeting, attendance at YCIPTA Board of Directors meeting when requested, administrative supplies, mailing, phone calls and emailing pertaining to review of agreements. The retainer rate is calculated based upon an expected need of four (4) hours' worth of service a month.

Incremental Billing Rates outside of Retainer Rate- For work done, not included in the above described retainer rate, the cost will be the hourly rate of the person performing service.

Minimum time billed- .10 of an hour

Copy cost per sheet- standard copies, no cost to YCIPTA, exceptionally large jobs to be negotiated, costs of copies typically \$.10 per page (pre-notification of cost to YCIPTA before incurred)

Fax Costs per sheet- standard faxes, no cost to YCIPTA, exceptionally large jobs to be negotiated, costs of fax typically \$.10 per page (pre-notification of cost to YCIPTA before incurred)

<sup>1</sup> Any associate hired after the execution of an agreement shall be billed at their hourly rate, not to exceed the stated rate of Elizabeth A. Punpayuk

Postage- Actual amount required by U.S. Postal Service or contracted courier service

Court Costs- Actual amount as required by Clerk of the Court's Fee Schedule

Services Fees- Actual amount charged by Process Server

Recording Fees- Actual amount charged by County Recorder's Fee Schedule

Travel costs- local travel-no costs charged. Commercial travel at actual costs (only as pre-approved by YCIPTA)

## PART TWO: Authorization for Proposal

This proposal is submitted by Benesch, Shadle & White, PLC, an Arizona professional limited liability company. The sole owner of the firm is TW Family, Inc., represented by its President, Trevor T. White. Trevor T. White is the managing partner of the firm. As such, this proposal is signed by Trevor T. White, in his authorized capacity to bind the company.

### MEMBERS:

TW Family, Inc.



Trevor T. White, President

### MANAGER:



Trevor T. White

## **PART THREE: Firm Profile**

Benesch, Shadle & White, PLC is a general practice law firm servicing clients in both Arizona and California since 1920. The firm is committed to providing the highest quality legal services to its clients. Members of the firm have substantial experience and expertise in contracting, business and corporate law, administrative and regulatory law, real estate law, estate planning, trusts, probate, and agricultural law.

Our attorneys are deeply rooted in our community of Yuma and take great pride in the high level of practice that has been maintained in the firm for the past 100 years, with nine partners matriculating to the bench, and some of these partners have become US Federal Judges, Superior Court Judges and Municipal Court Judges. Current firm members are licensed in Arizona, California, Texas and New Mexico.

The Benesch, Shadle & White team of attorneys consists of two attorneys, the firm's partner Trevor T. White, and the firm's associate attorney Elizabeth A. Punpayuk. The firm's offices are located at 833 E. Plaza Circle, Suite 100, Yuma, AZ 85365. Believing in the value of knowing the local community in which we serve, we do not maintain offices in any other location.

# PART FOUR: Firm's History Profile

Benesch, Shadle & White is the merger of two of Yuma's most experienced firms. The first firm, most recently known as Shadle & White, PLC, originally formed in 1920 under William H. Westover and has continually served the Yuma Community since its inception. Mr. Westover led the firm until his retirement, and then the firm was led by Stephen P. Shadle until his passing in 2020, along with his partner Trevor T. White, who continued to lead the firm through the merger establishing Benesch, Shadle & White, PLC.

The second firm Benesch & Davy, P.C. was founded in April 1976 under the name Byrne, Bradshaw, Ellsworth, Benesch & Thode. The firm was led by Mr. Byrne until his death in 1994 and was then under the direction of Mr. Wayne C. Benesch through the merger establishing Benesch, Shadle & White, PLC until his retirement in 2023.

Building on this long history of service to the community through legal representation current members of the firm, Trevor T. White and Elizabeth A. Punpayuk, have continued to serve the community extensively. Ms. Punpayuk currently serves with Southwest Arizona Town Hall and the Education Foundation of Yuma County Board of Directors. Firm members have been instrumental in the leadership of such organizations. Representatives of the firm have worked extensively with Yuma Executives Association, Arizona Odyssey of the Mind, and many other civic organizations.

While individual attorneys within the firm have areas of emphasis, the firm prides itself in extensive cross-over and cooperation amongst the attorneys to better serve clients' needs. This gives the firm a depth of knowledge and ability to handle multiple practice areas as may be needed for any individual project. The resumes and samples of work product provided below, demonstrate the firm's experience with public and quasi-public entities, as well as its knowledge base in real estate, development, corporate law, contracting and litigation. A representative list of transactions, clients and dates of services, are as follows<sup>2</sup>:

Project	Client/Dates
<u>Organizational Representation:</u> <ul style="list-style-type: none"> <li>- Review/revision of board resolutions, attendance at meetings, review of correspondence and documents</li> <li>- Ensure compliance with open meeting laws &amp; Public Records</li> <li>- Preparation of legal opinions or memoranda</li> </ul>	Greater Yuma Port Authority(GYPA)(2005-Present) Industrial Development Authority for the City of Yuma(IDA) (1983-present) Yuma Metropolitan Planning Organization(YMPO) (2000-present) Yuma County Airport Authority(YCAA) (2007- 2021)

<sup>2</sup> Due to ethical constraints, Benesch, Shadle & White is not at liberty to disclose the names of clients, or specifics regarding representation in legal matters, except where the proceedings are public record, or where the client has authorized us to make public disclosure. Should the Yuma County Intergovernmental Public Transportation Authority desire any additional information regarding a specific transaction or representation, the firm will endeavor to provide additional information as permitted.

	<p>Yuma County Intergovernmental Public Transportation Authority(YCIPTA) (2012-present)</p> <p>Yuma Private Industry Council(YPIC) (1996-2006)</p>
<p><u>General Corporate:</u></p> <ul style="list-style-type: none"> <li>- Preparation of corporate and LLC minutes, resolutions, and/or qualifying foreign corporations, and/or preparation of organizational documents</li> <li>- Prepare corporate compliance documents</li> <li>- Prepare conversion documentation</li> </ul>	<p>Over one hundred (100) corporations and limited liability companies, both for profit and non-profit</p> <p>Several Public and quasi-public entities</p>
<p><u>Real Estate (Other than Litigation):</u></p> <ul style="list-style-type: none"> <li>- Declaration of Protective Covenants and Restrictions review and/or preparation</li> <li>- Compliance and review of Home Owners Association management</li> <li>- 1031 Exchange of Real Property</li> <li>- Sale, Gift, and/or Transfer of Real Property</li> <li>- Ensure compliance as landlord for residential, commercial, and industrial property</li> </ul>	<p>GYPA (2005-present)</p> <p>Multi-million dollar industrial park (2000-present)</p> <p>Various Homeowners Associations</p> <p>Several dozen corporations and limited liability companies, both for profit and non-profit</p>
<p><u>Development:</u></p> <ul style="list-style-type: none"> <li>- Lease preparation and/or review for Shopping Centers, Commercial, Retail and Industrial</li> <li>- Purchase Agreement/ Escrow Instructions, Letters of Intent</li> <li>- Prepare Loan documents for construction of commercial property</li> <li>- Planning and Zoning variance applications, special permit requests, rezoning requests</li> <li>- Applications of licensure in regulated industries</li> </ul>	<p>Yuma County National Heritage Area(YCNHA) (2002-2025)</p> <p>GYPA (2002-present)</p> <p>Several dozen corporations and limited liability companies, both for profit and non-profit</p> <p>Multiple private individual clients</p>
<p><u>Joint Project with Public Entities:</u></p> <ul style="list-style-type: none"> <li>- Development Agreements</li> <li>- Intergovernmental Agreement (MOU) on Transportation</li> <li>- Coordination of Development of port of entry with various public entities</li> <li>- Improvement District research</li> </ul>	<p>YCIPTA (2007-present)</p> <p>YCAA (2007-2021)</p> <p>GYPA (2009)</p> <p>Confidential (2004-present)</p>

<ul style="list-style-type: none"> <li>- Communities Facilities District research</li> <li>- Review of contracts regarding civilian contractors on federal lands</li> <li>- Dissolution of improvement district upon completion of goal</li> </ul>	
<p><u>Public Procurement:</u></p> <ul style="list-style-type: none"> <li>- Research various aspects of public procurement law (federal and state), render legal advice</li> <li>- Review and edits to state and federal grant applications</li> </ul>	<p>YCIPTA (2007-present)  YCAA (2007-2021)  GYPA (2009)  Confidential (2004-present)</p>
<p><u>Contracting:</u></p> <ul style="list-style-type: none"> <li>- Non-Disclosure and Non-Competition agreements; employment documentation</li> <li>- Review/revise contract for transit advertising</li> <li>- Independent Contractor Agreements</li> <li>- Review/revise business documents</li> <li>- Lease Agreements; assignments</li> <li>- Redemption agreements</li> <li>- Exclusive agency agreements</li> <li>- Security agreement, secured promissory notes, deeds of trust</li> <li>- Purchase/Sale Agreements, Bill of Sale</li> </ul>	<p>YCIPTA (2007-present)  Several dozen corporations and limited liability companies, both for profit and non-profit  Sale of beverage wholesaler (2000)</p>
<p><u>Litigation:</u></p> <ul style="list-style-type: none"> <li>- Contract Disputes</li> <li>- Home Owners Association Litigation</li> <li>- Landlord/ Tenant Eviction Actions</li> <li>- Foreclosure on Real Property</li> <li>- Garnishments</li> <li>- Probate and Trust Litigation</li> </ul>	<p>Multiple Clientele over several decades</p>

## **PART FIVE: Resumes of Key Personnel**

**Trevor Thomas White, ESQ**  
928.783.8321 ~ [twhite@yumalawyers.com](mailto:twhite@yumalawyers.com)  
833 E. Plaza Circle, Suite 100, Yuma, AZ 85365

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**BAR LICENSES**

**Arizona - #032914, California - #318591, New Mexico - #144074**

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**EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA** April 2011  
Juris Doctor

**GONZAGA UNIVERSITY, Spokane, WA** June 2007  
Bachelor of Arts  
Major: Political Science

**PROFESSIONAL EXPERIENCE**

**BENESCH, SHADLE & WHITE, PLC, Yuma, AZ** May 2016 – Current  
Managing Partner

**UNITED STATES MARINE CORPS – RESERVES** May 2016 – Current  
Judge Advocate – Rank: Major (O4)

- Advised and counseled service members, spouses, and commands involving various legal issues at the State and Federal levels and including Military Justice.
- Conducted multiple UCMJ Article 32 Preliminary Hearings and Administrative Separation Boards.

**UNITED STATES MARINE CORPS – ACTIVE DUTY** August 2010 – May 2016  
Judge Advocate – Rank: Captain (O3)

- Assisted and advised various commands as the Deputy Staff Judge Advocate.
- Served as both a trial counsel (prosecutor) and as defense counsel involving misdemeanor and felony crimes.
- Served as legal assistance officer and civil law officer.

**LAW OFFICES OF CAMERON J. GHARABIKLOU, San Diego, CA**  
Legal Intern January 2010 – May 2010

- Supported multiple attorneys by assisting with drafting motions, pleadings, and correspondence.
- Assisted with legal research and discovery for both civil and criminal litigation.

## **COMMUNITY INVOLVEMENT**

**COACH, Yuma, AZ**

May 2016 – Current

Flag Football, Baseball, Basketball & Soccer

- Head Coach for multiple teams for my two sons and two daughters, now, 13, 11, 8 and 5 years old respectively.

**ACTIVE PARISHIONER, Yuma, AZ**

March 2013- Current

St. John Neumann Catholic Church

- Involved and assisted with Catechism classes and various Parish events.

# Elizabeth Norton Punpayuk

Email: [elizabeth.punpayuk@gmail.com](mailto:elizabeth.punpayuk@gmail.com)

Phone: 928-287-5722

Address: 12242 E. Paseo Verano, Yuma, AZ 85367

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## **Employment:**

### **Benesch, Shadle & White PLC**

November 2017- Present

Associate Attorney: managing full case and client load involving governmental regulation and compliance for governmental corporations, non-profits, and governmental organizations; business formation, compliance, transactional matters and dissolution with clients based in multiple state and countries; real estate transactions; contracts; financing of construction projects; legal opinion letters; corporate representation; grant application; estate planning; trust formation and administration; guardianships and conservatorships; informal and formal probate and litigation

### **Fourth Judicial District of Iowa, Council Bluffs**

August 2016- June 2017

Judicial Law Clerk: Provided research and writing assistance to all fifteen judges of the district and county courts for the Fourth District; advised on cases of diverse judicial questions

### **World Bank, Washington D.C.**

August 2015-December 2015

Externship: Worked with legal counsel for the World Bank on creation of an internal system for advising on legal issues and a project focused on cyber security.

### **Douglas County Public Defender Office, Omaha, Nebraska**

Summer 2015-May 2016

Senior Certified Law Clerk: Assisted with research and case analysis; conducted client interviews; assisted in jury selection; and handled misdemeanor cases in front of the Country Court of Douglas County

## **Licensure:**

### **Texas State Bar Member**

November 2016

Bar Number: 24102287 (current inactive, can be reactivated as needed)

### **Arizona State Bar Member in Good Standing**

July 2018

Bar Number: 034548

### **California State Bar Member in Good Standing**

July 2020

Bar Number: 331989

## **Education:**

### **Creighton University Law School, Omaha, Nebraska**

May 2016

Juris Doctor: Cum Laude

GPA: 3.52 (Top 15%)

**Masters in Government and Organizational Leadership**  
GPA: 3.90

May 2016

**Honors and Activities:**

Certifications: International Law, Litigation, and Criminal Law  
CALI Award: Law of Armed Conflict, Dean's List, International Law Society (President),  
American Constitution Society (President), Phi Alpha Delta (Vice Justice), Phi Delta Phi  
(President)

**Morningside College, Sioux City, Iowa**

May 2013

Bachelor of Arts: Cum Laude

GPA: 3.51

(Triple Major: Political Science, History, International Affairs; Minor: Economics)

Thesis: "From Europe to the Stamp Act: The Effects of European Economic Crisis on the  
American Colonies"

**Legal Experience:**

**Creighton Comparative and International Law Journal (CICLJ)** January 2015-May 2016

Executive Editor: Revised writing and editing schedule for a more streamlined and effective  
publication process

**Creighton Moot Court Competition**

Fall 2014

Selected as an Outstanding Oralist during competition rounds of an interschool moot court  
competition

**Nuremberg to The Hague, Omaha, Nebraska**

Fall 2014 – Summer 2015

Student Coordinator: After participating in Creighton's Nuremberg to The Hague Study Abroad  
program in the summer of 2014, I was hired as the Student Coordinator the following year.  
Doubling the Applicants from the previous years' applications, I was asked to be the first student  
coordinator to accompany the group during the program and assist students and faculty with the  
day-to-day operations of the program.

**Community Involvement:**

**High School Mock Trial:** Coaching high school students through a competition in which teams  
are given a legal case either criminal or civil in nature and prepare and present legal cases against  
opposing teams for local judges and attorneys.

**Odyssey of the Mind:** I serve as the regional problem captain for the spontaneous competition for  
Odyssey of the Mind. Odyssey of the Mind is a program for students from Kindergarten through  
College competing in a team problem solving competition.

**Southwestern Arizona Town Hall:** As a member of the committee I assist in organizing and  
running the plenary sessions as well as the foundational forums leading up to the plenary sessions.

**Yuma County Education Foundation Board:** As a board member, I assist in the management  
and operations of the endowment including fundraising and grant disbursements.

## PART SIX: References

<p>Joe Lau, Financial Services Professional          New York Life Insurance Company          1763 W. 24<sup>th</sup> St., Suite 100, Yuma, AZ          (928) 344-2450</p>	<p>Adli Kakish, President          Hyundai of Yuma          1125 E. 32<sup>nd</sup> St., Yuma, AZ          (928) 344-1100</p>
<p>Carol Smith, CPA          Frost, PLLC          680 W. 8<sup>th</sup> St., Yuma, AZ          (928) 782-9831</p>	<p>Robbie Woodhouse          3786 S. Ave 41E, Roll, AZ          (928) 941-1700</p>
<p>Jeanne Vatterott-Gale, Esq          Probate Consulting Services          1107 S. 5<sup>th</sup> Ave, Yuma, AZ          (928) 509-7539</p>	<p>Crystal Figueroa, Executive Director          Yuma Metropolitan Planning Organization          230 W. Morrison St., Yuma, AZ          (928) 783-8911</p>
<p>Leslie Kamman          5110 S. Ave 18E, Yuma, AZ          (928) 920-3656</p>	<p>Buna George, Executive Director          Greater Yuma Port Authority          PO Box 4601, Yuma, AZ          (928) 248-8546</p>
<p>Timothy Rooney, CEO          Datepac, LLC<sup>3</sup>          2515 S. Avenue 2½ E, Suite 1, Yuma, AZ          (928) 726-0901</p>	<p>Patrick Hodge, Vice-President          City of Yuma Industrial Development Authority          A.T. Pancrazi Real Estate Services, Inc.          350 W. 16<sup>th</sup> St., Yuma, AZ          (928) 782-0000</p>

### Representative Clients:

- Industrial Development Authority, City of Yuma
- Pilkington Commercial Construction
- Saguaro Foundation
- Yuma Commerce Center
- Yuma County Airport Authority<sup>4</sup>
- Yuma Metropolitan Planning Organization
- Yuma Private Industry Council<sup>5</sup>

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<sup>3</sup> Former Client

<sup>4</sup> Former Client

<sup>5</sup> Former Client

# **PART SEVEN: Modified Sample Agreement**

**YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY  
INDEPENDENT CONTRACTOR AGREEMENT  
FOR BENESCH, SHADLE & WHITE, PLC.**

This Independent Contractor Agreement (“Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY (“YCIPTA”), with its principal office located at 2715 East 14<sup>th</sup> Street, Yuma, Arizona, 85365, and Benesch, Shadle & White, PLC, (“Contractor”) with its principal office located at 833 E. Plaza Circle, Suite 100, Yuma, AZ 85365. YCIPTA and Contractor shall collectively be referred to throughout this Agreement as the “parties.”)

**WITNESSETH:**

WHEREAS YCIPTA is in need of the services of an independent contractor to perform legal counsel services;

WHEREAS Contractor is willing and able to provide these services related to YCIPTA as an independent contractor;

WHEREAS the parties desire to enter into an Independent Contractor Agreement for said services;

NOW, THEREFORE, YCIPTA and Contractor hereby agree to the following terms and conditions:

**SECTION ONE - DESCRIPTION OF WORK**

The work to be performed by Contractor includes all administrative services generally performed by Contractor in Contractor’s usual line of business, including, but not limited to, those services specified in Schedule A.

**SECTION TWO - PRICE AND PAYMENT**

YCIPTA agrees to pay Contractor in accordance with the price and payment terms set forth in Schedule B, attached to this Agreement, and Contractor agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as YCIPTA shall request in order to acknowledge payment. The not to exceed amount for this Agreement is specified in Schedule B.

**SECTION THREE - EXPENSES**

YCIPTA may reimburse Contractor for travel and other expenses paid or incurred by Contractor in the performance of services provided under this Agreement as specified in Schedule B.

## **SECTION FOUR - INDEPENDENT CONTRACTOR RELATIONSHIP**

Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of YCIPTA. YCIPTA shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by YCIPTA. YCIPTA is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes Contractor. Neither Contractor nor its employees shall be entitled to receive any benefits which employees of YCIPTA are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, retirement, or Social Security on account of their work for YCIPTA.

## **SECTION FIVE - TERM**

The Term of this Agreement shall begin July 1, 2026, and end June 30, 2029. YCIPTA and Contractor may jointly agree to extend the Agreement up to two (2) one (1) year extensions through June 30, 2030 and June 30, 2031.

## **SECTION SIX - EMPLOYEES OF CONTRACTOR**

Contractor shall be solely responsible for paying its employees. Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for Contractor and its employees, servants and agents.

## **SECTION SEVEN - INSURANCE**

Contractor shall furnish YCIPTA with current certificates of insurance coverage for general liability insurance, motor vehicle insurance, professional liability insurance and such other insurance as YCIPTA may require from time to time. Contractor shall maintain all such insurance coverage and shall furnish YCIPTA with certificates of renewal coverage and proofs of premium payments.

## **SECTION EIGHT - RISK; INDEMNIFICATION**

Contractor shall perform the work at its own risk. Contractor shall indemnify and hold harmless YCIPTA from any claim, demand, loss, liability, damage or expense arising in any way from Contractor's work.

## **SECTION NINE - ASSIGNMENT**

YCIPTA may assign any or all of its rights and duties under this Agreement at any time and from time to time to a successor in interest or related entity without the consent of Contractor. Contractor may not assign any of its rights or duties under this Agreement without the prior written consent of YCIPTA.

## **SECTION TEN - TERMINATION OF CONTRACT BY EITHER PARTY WITH OR WITHOUT CAUSE**

Either party to this Agreement may terminate this Agreement on thirty (30) days prior written notice to the other, with cause (as defined below), without cause or for convenience; provided, however, that if this Agreement is terminated without cause by YCIPTA, Contractor shall be entitled to the continuation of compensation for the period leading up to the date of termination. Termination for cause shall be effective immediately when given. For purposes of this Agreement, "cause" shall mean: (i) conviction of any crime (whether or not involving YCIPTA) constituting a felony in the jurisdiction involved; (ii) engaging in any substantiated act involving moral turpitude; (iii) engaging in any act which, in each case, subjects, or if generally known would subject, YCIPTA to public ridicule or embarrassment; (iv) gross neglect or misconduct in the performance of Contractor's duties under this Agreement; (v) willful failure or refusal to perform such duties as may reasonably be assigned to Contractor; or (vi) material breach of any provisions of this Agreement by Contractor.

## **SECTION ELEVEN – PROJECT MANAGER**

The Transit Director shall be representative of YCIPTA for all purposes under this Agreement. Shelly Kreger, Transit Director for YCIPTA, hereby is designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

The Contractor shall assign a single Project Manager to have overall responsibility for the progress and execution of this Agreement for Contractor. Elizabeth A. Punpayuk, Attorney is hereby designated as the Project Manager for Contractor. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Manager for any reason, the Project Manager designee shall be subject to the prior written acceptance and approval of the YCIPTA Project Manager.

## **SECTION TWELVE - NON-WAIVER**

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

## **SECTION THIRTEEN - NO AUTHORITY TO BIND CLIENT**

Contractor has no authority to enter into contracts on behalf of YCIPTA. This Agreement does not create a partnership between the parties.

## **SECTION FOURTEEN - COMPLIANCE WITH LAWS**

Contractor represents that it has complied with all federal, state and local laws and obtained any necessary business permits and licenses that may be required to carry out the work to be performed under this Agreement. The required Federal Transit Administration (FTA) third

party contract clauses are made a schedule to this Agreement (Schedule C). This Agreement is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by Contractor shall be performed in accordance and full compliance with all applicable federal laws and requirements as amended from time to time. Contractor shall also comply with requirements in the FTA Master Agreement, as amended which is available at <http://www.fta.dot.gov/documents/17-Master.pdf>. Required Federal Forms are made a schedule to this Agreement (Schedule D).

## SECTION FIFTEEN - NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested. If notice is delivered by mail, it shall be delivered to the address shown below, or substituted address acknowledged in writing by both parties. The following is the initial address selected by each party:

If to YCIPTA: Shelly Kreger, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, Arizona, 85365  
928.539.7076, ext 101 office  
928.783.0309 fax  
[skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov)

If to Contractor: Trevor T. White, Partner  
Benesch, Shadle & White, PLC  
833 E. Plaza Circle, Suite 100  
Yuma, AZ 85365  
928.783.8321 office  
928.783.4123 fax  
[lawoffice@yumalawyers.com](mailto:lawoffice@yumalawyers.com)

## SECTION SIXTEEN - ENTIRE AGREEMENT

This is the entire Agreement between the parties and any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

## SECTION SEVENTEEN - SEVERABILITY

If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision

hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

### **SECTION EIGHTEEN - ARBITRATION**

In the event that any difference or dispute shall arise as to the interpretation of this Agreement, or the respective rights and obligations of the parties hereunder, or if any matter touching upon YCIPTA's operations, or the management thereof is not conclusively dealt with hereunder, or if this Agreement or any part of it shall be void for uncertainty, then any such difference, dispute or uncertainty shall be referred to arbitration pursuant to The Commercial Arbitration Act of the State of Arizona.

### **SECTION NINETEEN - ATTORNEYS' FEES**

In the event suit is brought or an attorney is retained by any party to this Agreement to seek interpretation or construction of any term or provision of this Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees for representation in the court (including, without limitation, bankruptcy court), court costs, costs of investigation, and other related expenses.

### **SECTION TWENTY - COUNTERPARTS**

This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals.

### **SECTION TWENTY-ONE - GOVERNING LAW**

The parties agree this contract shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of proper jurisdiction in Yuma County, Arizona.

### **SECTION TWENTY-TWO - INTERPRETATION**

This Agreement is the result of negotiations between the parties, and accordingly the terms and provisions hereof shall be interpreted and construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

**SECTION TWENTY-THREE - CAPTIONS**

Captions and paragraph headings used in this agreement are for convenience only, and are not a part of this agreement, and shall not be deemed to limit or alter any provisions of this agreement, and shall not be deemed relevant in construing the agreement.

**IN WITNESS WHEREOF**, Contractor and YCIPTA have executed this Agreement, effective as of the meeting date above.

**Yuma County Intergovernmental Public  
Transportation Authority**

**Benesch, Shadle & White, PLC**

\_\_\_\_\_  
By: Shelly Kreger, Transit Director

\_\_\_\_\_  
By: Trevor T. White, Manager

## SCHEDULE A DESCRIPTION OF WORK

- A. Act as General Counsel to YCIPTA and the YCIPTA Board of Directors. Legal Counsel will provide advice and interpretation of Arizona Revised Statutes as it applies to YCIPTA. Such information may involve federal laws as well as state and local statutes and ordinances.
- B. Typical Duties (not exhaustive):
- Provide general legal advice.
  - Represent YCIPTA in litigation.
  - Maintain knowledge of issues facing YCIPTA and be prepared to offer legal opinions.
  - Contracts--as needed prepare, review, consult, and approve.
  - Board of Directors actions--review and approve legislative documents.
  - Purchasing--participate and recommend appropriate purchasing actions, as needed.
  - Grants--assist YCIPTA in federal and state grant process when requested.
  - Work with other assigned member agencies' Attorneys when requested.
  - Attend work sessions and meetings with Board and staff when requested.
- C. Specific Duties:
- Attend meetings of the YCIPTA Board of Directors upon request.
  - Monthly, review and approve agenda items that require legal counsel review to be considered by the YCIPTA Board of Directors at their subsequent meetings.
  - Report to and receive assignments from the Transit Director or her delegate. Board of Directors may also contact the Legal Counsel with their own inquiries and Legal Counsel is authorized to respond to those inquiries as well.
- D. Other:
- Provide prompt response to inquiries by YCIPTA. Establish reasonable completion dates for assignments and be accountable for adherence to such dates.
  - Time spent by administrative staff on copying, faxing, mailing etc should not be billed at the attorney rate, but at an appropriate administrative rate only.
  - Provide billing broken down by assignment.
  - Handle Tort Liability when requested.
  - Provide services on bond related matters when requested.
  - Provide services on labor related matters when requested.

YCIPTA reserves the right on a specific case basis to use alternate counsel.

**SCHEDULE B  
PRICE AND PAYMENT**

1. Contractor shall submit an invoice to YCIPTA monthly, based on the compensation provisions set forth in this Schedule:

The invoices shall be addressed to:

Shelly Kreger, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, Arizona, 85365

2. YCIPTA shall pay the invoices in full within thirty days of receipt. Payment shall be sent to:

Trevor T. White, Esq  
Benesch, Shadle & White, PLC  
833 E. Plaza Circle, Suite 100  
Yuma, AZ 85365

3. Payment shall be made to the Contractor monthly for the deliverables in Schedule A as defined below, and the Contractor shall submit monthly invoices and reports for same in the following categories as defined below:

	<b>FY' 26-27</b>	<b>FY' 27-28</b>	<b>FY' 28-29</b>	<b>FY' 29-30</b>	<b>FY' 30-31</b>
<b>Retainer Monthly Rate</b>	<b>\$1,200</b>	<b>\$1,200</b>	<b>\$1,200</b>	<b>\$1,400</b>	<b>\$1,400</b>

A) Retainer – This fee will cover the Contractor’s administrative supplies, phone calls, mailing, emailing, review of Agreements and providing legal advice to the Transit Director and YCIPTA Board of Directors. It is estimated that up to 4 hours of time would be required on a monthly basis for these tasks.

B) Hourly Rate – All work performed outside of the scope that is included in the retainer fee, shall be billed at an hourly rate. The charges will be reviewed by the Board of Directors and all reasonable charges, once approved, will be paid at the hourly rate quoted below:

		<b>FY' 26-27</b>	<b>FY' 27-28</b>	<b>FY' 28-29</b>	<b>FY' 29-30</b>	<b>FY' 30-31</b>
<b>Partner</b>	Trevor T. White	\$300.00	\$300.00	\$300.00	\$325.00	\$350.00
<b>Associate</b>	Elizabeth A. Punpayuk	\$250.00	\$250.00	\$250.00	\$275.00	\$300.00
<b>Paralegals</b>		\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

Incremental billing rates after minimum time – hourly rates of person performing service (upon approval by YCIPTA):

- Minimum time billed: One-tenth hour
  - Copy per sheet: 10 cents (only for exceptional requests)
  - Fax costs per sheet: 10 cents (only for exceptional requests)
  - Postage: Actual amount required by U.S. Postal Service
  - Court Costs: Actual amount required by Clerk of the Court
  - Services Fees: Actual amount charged by Process Server
  - Travel Time Costs – Local<sup>1</sup>: No charge
  - Travel Time Costs – Commercial: Actual costs (only as pre-approved by YCIPTA)
4. Invoices will be submitted by the Contractor to YCIPTA monthly for services performed and expenses incurred. YCIPTA does not pay sales taxes as a governmental agency providing mass transportation services. Payment of each invoice will be due within thirty (30) days of receipt. If YCIPTA fails to make any payment due the Contractor for services and expenses under this or any other agreement within thirty (30) days after the Contractor 's transmittal of its invoice therefore, the Contractor may, after giving notice to YCIPTA, suspend services under this Agreement until it has been paid in full all amounts due.
  5. If YCIPTA objects to any charge on an invoice, it shall so advise the Contractor in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.
  6. If the Contractor initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other court-authorized costs related to the proceedings.
  7. All extra work shall be approved in advance in writing by YCIPTA. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. **Unauthorized work shall be at the Contractor's expense.**

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<sup>1</sup> Local is defined as the YCIPTA transit service area (southwestern Yuma County).

## SCHEDULE C REQUIRED FTA THIRD PARTY CONTRACT CLAUSES

CONTRACTOR certifies that he/she shall operate the system in compliance with local, state, and Federal ordinances, laws and regulations applicable to this service. This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONTRACTOR shall be performed in accordance and full compliance with all applicable Federal laws and requirements.

### A. No Obligation by the Federal Government to Third Parties

1. YCIPTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. CONTRACTOR agrees to include the above clause in each subcontract financed in part or in whole with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

### B. Program Fraud and False or Fraudulent Statements or Related Acts

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.
2. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in part or in whole with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
3. CONTRACTOR agrees to include the above two clauses in each subcontract financed in part or in whole with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractors who will be subject to the provisions.

### C. Federal Changes

CONTRACTOR shall, at all times, comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or by reference, and as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

### D. Civil Rights

The following requirements apply to the underlying contract:

1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the

Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal-implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may, in the future, affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements that the FTA may issue.
  - b. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements that the FTA may issue.
  - c. Disabilities - In accordance with Section 102 of the Americans with Disabilities act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements that the FTA may issue.
3. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

E. Disadvantage Business Enterprise

CONTRACTOR, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by 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.

CONTRACTOR, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify to YCIPTA that it has complied with the requirements of section 49 CFR Part 26.49 (DBE certification).

F. Incorporation of FTA Terms

The preceding provisions include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA requests which would cause YCIPTA to be in violation of the FTA terms and conditions.

G. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

H. ADA Access

Access Requirements for Persons with Disabilities –YCIPTA agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended 42 U.S.C. § § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § § 4151 et. seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, CONTRACTOR agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

1. USDOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
2. USDOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/USDOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. USDOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
5. USDOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
6. U.S. General Services Administration (GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulation, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 67, Subpart F;
9. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
10. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
11. Any implementing requirements the FTA may issue.

I. Fly America Requirements (foreign transport or travel by air)

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

L. Termination

[Reserved]

K. Disputes, Breaches, or other Litigation

1. Disputes

CONTRACTOR and YCIPTA shall negotiate in good faith in an attempt to resolve any dispute that may arise under this contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, CONTRACTOR and YCIPTA shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, CONTRACTOR and YCIPTA may pursue their remedies as they choose. Nothing in this contract shall be deemed to prevent CONTRACTOR and YCIPTA from agreeing in the future to submit a dispute to arbitration.

2. Performance During Dispute

Unless otherwise directed by YCIPTA, CONTRACTOR shall continue performance under this contract while matters in dispute are being resolved.

3. Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the part or of any of his employees, agents, or other for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4. Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCIPTA and CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which YCIPTA is located.

5. Rights and Remedies

The duties and obligations imposed by the contract documents and rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YCIPTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

L. Clean Air

CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § § 7401 et seq. CONTRACTOR agrees to report each violation to the Purchaser

and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

M. Performance and Payment Bonding Requirements (Non-Construction)

[Not Applicable]

N. Buy America (Rolling Stock, Construction, or Materials & Supplies only)

CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA, or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty (60) percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

O. Charter Service Operations

CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients, sub recipients and contractors of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exception must be "incidental", i.e., it must not interfere with or detract from the provision of mass transportation.

P. Transit Employee Protective Provisions

1. CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements

To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract, and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and Department Of Labor (DOL) guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the DOL to FTA, applicable to YCIPTA's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that DOL letter. The requirements if this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

a. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5333(b) are necessary or appropriate for the state and public body sub recipient for which work is performed on the underlying contract, CONTRACTOR agrees to carry out the project in compliance with the terms and conditions determined by guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the DOL's

letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that DOL letter.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated may 31, 1979, and the procedures implemented by the U.S. DOL or any revision thereto.

CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Q. Drug and Alcohol Testing

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administration, the State Oversight Agency of Arizona, or YCIPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654, and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before August 1, 2008, and accordingly every contract year, to YCIPTA. To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

R. School Bus Requirements (U.S.C. § 5323(f), 49 CFR Part 605)

Pursuant to 49 U.S.C. § 5323(f) ad 49 CFR part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

S. Clean Water Requirements (33 U.S.C. § 1251)

1. CONTRACTOR agrees to comply with all applicable standard orders or regulations issued, pursuant to the Federal Water Pollution Control Act, as amended, 22 U.S.C. § 1251 et seq. CONTRACTOR agrees to report each violation to YCIPTA, and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
2. CONTRACTOR also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000) financed in whole or in part with Federal assistance provided by FTA.

T. Lobbying (31 U.S.C. § 1352, 49 CFR Part 20) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at U.S.C. § 1601, et. seq.)

Providers who apply or bid for an award of one hundred thousand dollars (\$100,000) or more, shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier, up to YCIPTA.

U. Recycled Products (42 U.S.C. § 6962, 40 CFR Part 247, Executive Order 12873)

Recovered Materials – CONTRACTOR agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6932), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 2417.

V. Program Fraud and False or Fraudulent Statement and Related Acts (31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. § 5307)

1. CONTRACTOR acknowledges that the provisions of the program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and the United States Department of Transportation regulations, “Program Fraud Civil Remedies”, 49 CFR Part 31, apply to its actions pertaining to the Agreement. Upon execution of an agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable.

CONTRACTOR further acknowledges that if it makes, or causes to be made, a false fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR, to the extent the Federal Government deems appropriate.

2. CONTRACTOR also acknowledges that it makes, or causes to be made, a false fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this Agreement that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on CONTRACTOR to the extent the Federal Government deems appropriate.
3. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub provider who will be subject to the provisions.

W. Privacy Act (5 U.S.C. § 552)

Contracts involving Federal Privacy Act Requirements

The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552 (the “Privacy Act”). Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of an agreement.
2. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system or records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

X. Access to Records and Report (49 U.S.C. 5325, 49 CFR 18.36(i), 49 CFR 633.17)

CONTRACTOR agrees to provide YCIPTA, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR’s

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his authorized representatives, including any Program Management Office Provider, access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CONTRACTOR agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than five (5) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until YCIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

**SCHEDULE D  
ADDITIONAL FORMS**

**PART EIGHT: Non-Collusion Affidavit,  
Certification of Eligibility; Certification  
Regarding Debarment; Lobby  
Restrictions Certification and DBE/EEO  
Certification Forms**

**NON-COLLUSION AFFIDAVIT FOR CONTRACTOR**

STATE OF ARIZONA

COUNTY OF YUMA

Trevor T. White declares and says:

1. That he/she is the (owner, partner, representative, or agent) of Benesch, Shadle & White, PLC, hereinafter referred to as (contractor) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Yuma County, State of Arizona.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against YCIPTA, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 22nd day of May, 2026, at Yuma, Arizona.


Signed:  \_\_\_\_\_

Title: Manager

**CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)**

The Benesch, Shadle & White, PLC (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

Signed:

  
\_\_\_\_\_

Title:

Manager  
\_\_\_\_\_

Date:

May 22, 2026  
\_\_\_\_\_

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant Benesch, Shadle & White, PLC (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.


**THE PRIMARY PARTICIPANT, Benesch, Shadle & White, PLC (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.**

Signature of Authorized Official:

 Title: Manager

The undersigned chief legal counsel (or corporate secretary) for the Benesch, Shadle & White, PLC hereby certifies that the Manager has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary:

 Date: May 22, 2026

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Trevor T. White, hereby certify on behalf of Benesch, Shadle & White, PLC that:

- a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

Executed this 22nd day of May, of 2026

Signature of Authorized Official: 

Title of Authorized Official: Manager

**CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/  
EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR: Benesch, Shadle & White, PLC

1. CONTRACTOR overall DBE participation rate: \_\_\_\_\_

2. Names/Locations of DBEs contacted by CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Names/Locations of DBEs selected by CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of May 22, 2026): 5

**JOB CATEGORIES**

**EMPLOYEES**

	<b>Male</b>					<b>Female</b>				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers:	1	0	0	0	0	0	0	0	0	0
Professional:	0	0	0	0	0	1	0	0	0	0
Technical:	0	0	0	0	0	0	0	0	0	0
Sales:	0	0	0	0	0	0	0	0	0	0
Office/Clerical:	0	0	0	0	0	2	0	1	0	0
Craftsmen:	0	0	0	0	0	0	0	0	0	0
Laborers:	0	0	0	0	0	0	0	0	0	0
Service:	0	0	0	0	0	0	0	0	0	0

Note: The above DBE/EEO Affidavit is part of CONTRACTOR Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By:  Title: Manager  
Date: May 22, 2026

## **PART NINE: Insurance**



POLICY NUMBER: LAW-15456-00  
EXPIRING POLICY NUMBER: N/A

## LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

INSURER	UNDERWRITING OFFICE	PRODUCER
QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596	QBE Insurance Corporation 55 Water Street 20th Floor New York, NY 10041	Freberg Environmental Insurance Trading as: LawyerGuard 3702 W. Spruce St, #1309 Tampa, FL 33607
<p><b>NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY AND SUBJECT TO ITS PROVISIONS APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE.</b></p> <p><b>DEFENSE WITHIN LIMITS: CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY CLAIM EXPENSES.</b></p> <p><b>PLEASE READ THE ENTIRE POLICY CAREFULLY.</b></p>		

Item 1: **Named Insured:** Benesch, Shadle & White, PLC  
Mailing Address: 833 E. Plaza Circle, Suite 100  
Yuma AZ 85365

Item 2: **Policy Period** From: August 31, 2025 To: August 31, 2026  
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: **Limit of Liability:**  
a. Each Claim \$500,000  
b. Aggregate \$1,000,000

Item 4: **Deductible Amount:**  
a. Each Claim \$10,000  
b. Aggregate None

Item 5: **Predecessor Firm(s):**

Item 6: **Premium:**  
Premium: \$4,747.00  
Surcharges and Taxes (if any) \$0.00  
Total Premium, Surcharges, and Taxes \$4,747.00

Item 7: **Retroactive Date:** NONE

Item 8: A. Notice to Insurer of a Claim or circumstance: B. All Other Notices to Insurer:

QBE Insurance Corporation Attn: The Claims Manager 55 Water Street New York, NY 10041 Telephone: (844) 723-2524 Email: <a href="mailto:professional.liability.claims@us.qbe.com">professional.liability.claims@us.qbe.com</a>	QBE Insurance Corporation Attn: Underwriting 55 Water Street New York, NY 10041 Telephone: (877) 772-6771 Email: <a href="mailto:MLPLadmin@us.qbe.com">MLPLadmin@us.qbe.com</a>
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Item 9: Endorsements Applicable to Coverage at Inception of Policy:  
See Schedule of Forms and Endorsements

**THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, ALL MATERIALS SUBMITTED THEREWITH OR MADE A PART THEREOF AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE POLICY.**

This Policy shall not be valid unless signed by a duly authorized representative of the Insurer.

Countersigned:

September 5, 2025

Date



Authorized Representative

## **PART TEN: Possible Conflicts of Interest**

Benesch, Shadle & White currently represents Yuma Metropolitan Planning Organization ("YMPO") and Saguaro Foundation, both of whom have contractual relationships with YCIPTA. While such representation could present a conflict of interest in the future, based upon discussions with the above clients, Benesch, Shadle & White respectively submits that there should be few if any conflicts in the future between the parties. While the nature of possible conflicts is acknowledged and understood, Benesch, Shadle & White has procedures in place to deal with any potential conflict, so that it would have minimal or no impact on the representation of YCIPTA.

With the exception of the foregoing, Benesch, Shadle & White is prepared to declare that it will represent YCIPTA to the exclusion of all other clients having potential conflicts with the interests of YCIPTA.

Benesch, Shadle & White, P.C. does not represent any labor unions or any public employee bargaining agents.

Benesch, Shadle & White does not represent any YCIPTA member governmental unit and no partner or associate of the firm serve on the council or other governing body of any member government.

# DICKINSON WRIGHT

Materials Prepared for:

## YCIPTA RFP for Legal Services

**Scott A. Holcomb**  
**Member**

602-285-5028

SHolcomb@dickinsonwright.com



Dickinson Wright PLLC | 1850 N. Central Ave., Suite 1400  
Phoenix, AZ 85004

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23 OFFICES ACROSS THE UNITED STATES & CANADA

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ATTORNEYS

**23**  
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**40+**  
PRACTICE AREAS

CURRENTLY  
REPRESENT

**90**  
COMPANIES ON THE

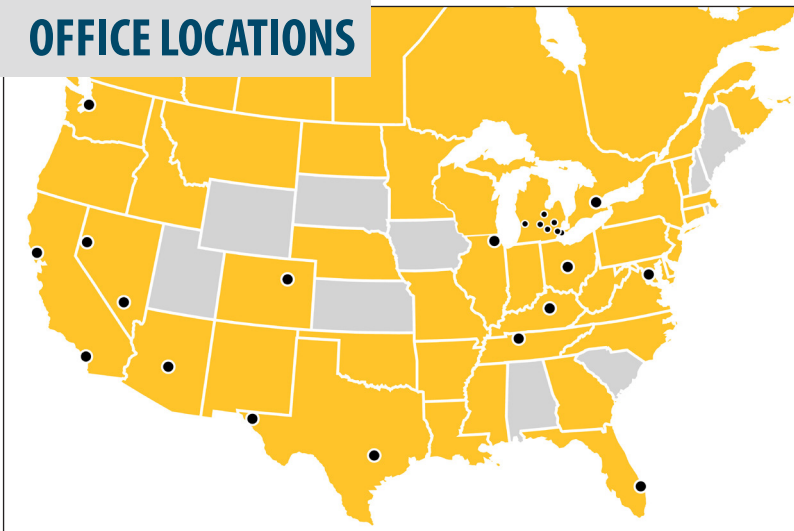
**FORTUNE**

**500** LIST



**TOP 200**  
LAW FIRM BY  
REVENUE

### OFFICE LOCATIONS



### AWARDS AND RECOGNITIONS

**68** LAWYERS **22** PRACTICES

RECOGNIZED BY CHAMBERS USA  
AND CHAMBERS CANADA

**200+** LAWYERS

RECOGNIZED BY THE  
BEST LAWYERS IN AMERICA AND  
THE BEST LAWYERS IN CANADA

**100+**

SUPER LAWYERS AND RISING STARS

**CHAMBERS USA** SAYS:

- "speed, substance, expertise and quality of work."
- "good service and good responsiveness, high-quality legal thinking and good execution on the transactions. The team showed commitment and attention to detail, and a good attitude to solving the problem at hand."
- "The firm serves us exceptionally well. They are knowledgeable, timely, patient and polite. They always look out for us and give us our options."

ONE OF THE **1<sup>ST</sup>** LAW FIRMS  
IN THE WORLD TO RECEIVE THE  
**ISO/IEC 27701:2019** PRIVACY  
MANAGEMENT CERTIFICATION.



### DIVERSITY EFFORTS



Scored a **PERFECT 100** in the Human Rights Campaign (HRC) Corporate Equality Index Survey 7 years running.

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May 21, 2026

**VIA EMAIL: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov)**

Ms. Shelly Kreger  
Transit Director, YCIPTA  
2715 East 14th Street  
Yuma, AZ 85365

Re: Dickinson Wright's Proposal for Yuma County Intergovernmental Public Transportation Authority (YCIPTA) RFP for Legal Services

Dear Ms. Kreger, YCIPTA Staff, Board of Directors, and Members of the Review Committee:

We are pleased to submit this proposal to YCIPTA. You will find that our firm is well-positioned and committed to meet and exceed YCIPTA's expectations. As the following information shows, Dickinson Wright PLLC has unmatched experience and expertise in serving public and municipal organizations, both in Arizona and across the country. Please see our full proposal, organized per your request.

Founded in 1878, Dickinson Wright PLLC is a full-service law firm, with over 550 lawyers serving clients out of 23 offices throughout the United States and Canada and offers more than 40 practice areas and industries. We have developed a reputation as a leader and innovator in client service, as proven by the longstanding relationships with our clients. Our Arizona office is the second largest office in the firm. Dickinson Wright (previously Mariscal Weeks in Arizona) has been serving Arizona for over 60 years, including myself for over 40 years.

Dickinson Wright has represented municipalities and government bodies in a variety of matters and contexts for decades, from general municipal and state governing matters to defense of a wide variety of litigation matters, particularly in Arizona. We have proven over time that our professional services in this area are of the highest caliber and set us apart from our competition.

Dickinson Wright affirms our willingness to comply with all work requirements and all other terms and conditions set forth in this RFP. The proposer's contact person is Scott A. Holcomb. Scott is a Member/Partner in the Phoenix office, the office where we envision any YCIPTA matters would be handled. Scott's telephone number is 602-285-5028 and his email address is [SHolcomb@dickinsonwright.com](mailto:SHolcomb@dickinsonwright.com).

Thank you for your consideration. If you have any questions, or require additional information, please do not hesitate to contact me.

Very Truly Yours,



Scott A. Holcomb, Member  
DICKINSON WRIGHT PLLC

We are grateful for the opportunity to submit this proposal to provide legal representation to Yuma County Intergovernmental Public Transportation Authority (YCIPTA). We believe Dickinson Wright's team provides an ideal combination of experience and cost-effective representation. Dickinson Wright's ability to pair exceptional client service with strong legal experience to advance client goals makes us well suited to serve YCIPTA. We are excited about this opportunity.

## 1. FINANCIAL PROPOSAL

Please see **Appendix A** at the end of this document for our Financial Proposal.

## 2. PROPOSAL CONTACT

This proposal is respectfully submitted and signed on the cover by Scott A. Holcomb, who is a Member/Partner of Dickinson Wright PLLC. In the United States, Dickinson Wright PLLC is a partnership, owned by our Members/Partners and governed by a governing board and management group. Dickinson Wright has over 350 Members/Partners serving clients out of 23 offices throughout the United States and Canada. The office addresses from which our Members/Partners practice law are listed below:

<b>Ann Arbor</b> 350 S. Main St., Ste. 300 Ann Arbor, MI 48104	<b>Grand Rapids</b> 200 Ottawa Ave., N.W., Ste. 1000 Grand Rapids, MI 49503	<b>San Diego</b> 3579 Valley Centre Dr., Ste. 100 San Diego, CA 92130
<b>Austin</b> 607 W. 3rd Street, Ste. 2500 Austin, TX 78701	<b>Lansing</b> 215 S. Washington Sq., Ste. 200 Lansing, MI 48933	<b>Seattle</b> 920 5th Ave., Ste. 3400 Seattle, WA 98104
<b>Chicago</b> 71 S. Wacker Drive, Ste. 2700 Chicago, IL 60606	<b>Las Vegas</b> 3883 Howard Hughes Parkway Ste. 800 Las Vegas, NV 89169	<b>Silicon Valley</b> 615 National Avenue, Ste.220 Mountain View, CA 94043
<b>Columbus</b> 180 E. Broad Street, Ste. 3400 Columbus, OH 43215	<b>Lexington</b> 300 West Vine St., Ste. 1700 Lexington, KY 40507	<b>Toronto</b> 199 Bay Street, Ste. 2200, P.O. Box 447 Commerce Court Postal Station Toronto, ONT Canada M5L 1G4
<b>Denver</b> 1125 17th St., Ste. 550 Denver, CO 80202	<b>Nashville</b> 424 Church St., Ste. 1401 Nashville, TN 37219	<b>Troy</b> 2600 W. Big Beaver Rd., Ste. 300 Troy, MI 48084
<b>Detroit</b> 500 Woodward Ave., Ste. 4000 Detroit, MI 48226	<b>Phoenix</b> 1850 North Central Ave., Ste. 1400 Phoenix, AZ 85004	<b>Washington, D.C.</b> 1875 I St., N.W., Ste. 1200 Washington, D.C. 20006
<b>El Paso</b> 221 N. Kansas St., Ste. 2000 El Paso, TX 79901	<b>Reno</b> 100 West Liberty, Ste. 940 Reno, NV 89501	<b>Windsor</b> 1801 Wyandotte Street East Unit #200 Windsor, ON N8Y 1E2
<b>Ft. Lauderdale</b> 350 East Las Olas Blvd., Ste. 1750 Ft. Lauderdale, FL 33301	<b>Saginaw</b> 4800 Fashion Square Blvd. Ste. 300 Saginaw, MI 48604	

### 3. DICKINSON WRIGHT'S PROFILE

Founded in 1878, Dickinson Wright PLLC is a full-service law firm, with over 550 lawyers serving clients out of 23 offices throughout the United States and Canada and offers more than 40 practice areas and industries. We have developed a reputation as a leader and innovator in client service, as proven by the longstanding relationships with our clients. We have a proud history of diversity and inclusion, client service, and a longstanding tradition of excellence. From our founding in Detroit to our expansion across North America, the firm has evolved and prospered by remaining focused on the core value of meeting and exceeding client needs, while staying on the leading edge of legislative and technological developments.

The office for any YCIPTA matters would be our Phoenix, Arizona office, which is the second largest office in the firm. Dickinson Wright (previously Mariscal Weeks in Arizona) has been serving Arizona communities for over 60 years and has over 50 attorneys. The location of the office is: 1850 North Central Avenue, Suite 1400, Phoenix, AZ 85004. The phone number of this office is (602) 285-5000.

Dickinson Wright is a professional limited liability company. Functionally, we are organized into five Divisions, each of which is led by a Director who both guides the strategic direction of the Division and encourages collaboration. Additionally, our attorneys are organized into smaller practice groups and industry teams, allowing for even more focused collaboration and sharing of knowledge and expertise.

Our organizational structure allows us to employ a unified team strategy to provide clients with individualized service, while drawing upon experience in a variety of areas. With each client, our objective is to match our attorneys' knowledge and strengths with the legal matter involved, and at the most economical rates possible. Accordingly, when a client engages us to provide legal services, the client is engaging not only the collective experience of all of our attorneys, but also the highly specialized concentrations we have developed in multiple practice areas.

#### **DICKINSON WRIGHT'S CAPABILITIES AND RESOURCES**

Dickinson Wright has both the human and physical resources to provide efficient representation and cost savings to our clients. All Dickinson Wright offices are fully supported by legal assistants, law clerks, summer clerks, administrative staff, meeting equipment, resource materials, a library, and conference rooms.

Dickinson Wright's practice of having sound technological infrastructure and adequate staffing has allowed us to provide clients with continued efficient and innovative legal services. This habit of utilizing some of the most advanced technology available is an integral part of the way we deliver legal services, and we are constantly searching for ways to improve upon the efficiencies we have achieved. As we look to the future and see that remote working will likely continue to be a part of our new normal, our clients have been able to count on Dickinson Wright to be consistent, thorough, accessible, and effective.

The firm uses a broad array of the industry's latest and leading information technology capabilities to facilitate highly efficient and collaborative attorney/client relationships. Our extensive technology-based information and sharing capabilities enable our attorneys to work with clients in an "anytime, anywhere" virtual environment. Some of the software and research tools our firm utilizes include:

**Computer Packages, Inc. (CPI) Web Portal:** A centralized docketing system that tracks legal and critical deadlines, ensuring data integrity through checks against public databases. It also provides bibliographic information, upcoming deadlines, and interactive charts.

**SharePoint:** Used for client collaboration and knowledge management, offering a secure platform for document sharing and project management.

**Deal Room:** An information management service used to enable firm lawyers and staff to communicate and collaborate with clients and other third parties. This service provides a secure platform for users to upload and download documents, manage projects, and add or remove authorized users from files and workspaces.

**Thomson Reuters 3E:** An accounting and budgeting tool that generates detailed reports, providing transparency on fees and time allocation for specific matters.

**Relativity:** Dickinson Wright's in-house eDiscovery software manages every aspect of a project, including account creation, database creation, data processing and loading, assistance with searches, exports, productions, etc.

**CoCounsel:** (through the Westlaw platform) Used for broad, general-purpose legal workflows, including supporting drafting and research activities, where appropriate.

Dickinson Wright became one of the first law firms in the world to achieve International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) ISO/IEC 27701:2019 certification, which demonstrates a commitment to innovation and efficiency as we continually improve information security management systems and processes, while streamlining efforts to provide additional security for clients when handling highly sensitive matters concerning their business. The firm has numerous data security policies aligned with the ISO 27001 standard.

#### 4. DICKINSON WRIGHT'S HISTORY AND EXPERIENCE

Dickinson Wright has a longstanding tradition of providing superior legal service to municipalities and governing entities throughout Arizona. Our team serves as general counsel to many governmental and quasi-public bodies. We regularly litigate disputes involving municipalities and other government bodies at all levels of court throughout the country. Our municipal practice group has experience in a variety of issues, ranging from corporate governance, contracts and operations, open meetings and public records, real estate and construction, financing, licensing and regulation, to defending and pursuing lawsuits, and other legal claims in superior, appellate and federal courts, as well as administrative agencies. Our extensive experience compliments the heart and vision behind many civil servant leaders, whether on large scale projects or day-to-day business issues. We also help our clients avoid costly mistakes and provide guidance through even the most challenging economic and business environments and circumstances. We pride ourselves in being more than just legal counsel – we are partners with our government clients in advancing their missions.

After reviewing the RFP and its objectives, scope of work, and requirements, we would like to highlight the following experience for your consideration.

Dickinson Wright has deep and direct experience with ordinances, policies, and opinions specific to the transit industry. We have written policies on transit advertising, first amendment considerations, and alternate modes of transportation. We have written municipal ordinances defining rights and obligations and operational partnership agreements between municipalities and transit systems. We have experience in dealing with and interpreting the federal laws as they relate to the United States Department of

Transportation, Federal Transit Administration (FTA), and Arizona Revised Statutes, including interpretation and application of the laws, advising various stakeholders affected by the laws (authorities, local entities, purchasers, vendors, taxing authorities, employers), advising on bond and finance issues, labor negotiation issues, personnel issues, condemnation issues, federal compliance issues, ADA issues, bidding issues, etc.

The proposed team for YCIPTA currently represents three transportation agencies in Arizona. We proudly serve as general counsel for the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA" or "Mountain Line") and have done so for over 25 years. We have worked closely with NAIPTA staff to develop and implement policies, practices, procedures, standardized contracts, and procurements. We have recently been engaged by Yavapai Plan ("YPlan" or "Yavaline") to represent them in relation to establishing their on-demand transportation program and related issues and have provided counsel on an as-needed basis for Valley Metro. We also serve as general counsel for Maricopa Association of Governments.

Across the firm, we act as general counsel for a variety of regional transportation authorities on projects including construction contracts and procurement utilizing FTA grants, service agreements, dealing with the various government entities, governance and compliance, intergovernmental agreements, internal procedures and policies, employment, litigation – everything that comes in.

Dickinson Wright represents public sector clients in a variety of matters and contexts, addressing the full panoply of municipal legal matters. From general city governing, to public finance issues, to large economic development projects, to the defense of litigation matters, we assist public entities across all practice areas. We have served as Town Attorney for the Town of Queen Creek, Arizona for many years and served as City Attorney for the City of Holbrook. In addition, we currently represent multiple other government entities, including the Towns of Gilbert and Cave Creek, City of Flagstaff, City of Scottsdale, City of San Luis, City of Mesa, City of Tempe, Maricopa Association of Governments, Peoria Public Safety Personnel Retirement System Board, and Pima Community College District.

We assisted the City of Chandler in negotiating and drafting development agreements for several new projects in its downtown area; and the City of Flagstaff in litigation regarding zoning and development issues, as well as negotiations with the railroad. We successfully defended the City of Sedona in connection with a defective Notice of Claim. In addition, Members/Partners of the firm have played a significant role in acquiring property for the City of Scottsdale's McDowell Mountain Preserve and have represented Scottsdale in negotiating the settlement of a sewer dispute with the Town of Paradise Valley, and in the settlement of a land matter with the Salt River Pima Maricopa Indian Community. We are currently representing the City of Scottsdale in connection with the defense of Section 1983 actions, and we have previously represented Scottsdale in defense of First Amendment actions challenging its sign ordinances, and in defense of an inverse condemnation action related to its primary wastewater treatment facility.

Because of the broad scope of our practice, Members/Partners of the firm are constantly dealing with, and appearing in front of, numerous other governmental agencies, including the Arizona Corporation Commission, the Arizona Department of Transportation, the Arizona Department of Revenue, the Arizona Department of Environmental Quality, the Registrar of Contractors, the Arizona Liquor Licensing Board, the Arizona State Procurement Office, the Arizona Real Estate Department, and various city and county agencies.

Whether working on a development agreement, an intergovernmental agreement, or a public-private partnership, Dickinson Wright attorneys have the experience to assist counties, cities, villages and townships in general municipal law issues, including: zoning, land use, planning and real estate; water and sewer contracts; municipal utilities; environmental; condemnation; economic development; tax increment financing; special assessments; ordinance and charter drafting; tax appeals; and general litigation.

We negotiate and document numerous intergovernmental agreements (IGAs) on a regular basis, handling consolidated transaction privilege tax cases, and documentation of tax-deferred property exchanges, including the preparation of multi-million dollar "Starker trust" agreements, joint development agreements for infrastructure and service, and IGAs of all scope and nature. We have also negotiated and drafted the intergovernmental and development agreements that brought the first Nordstrom store to Arizona, and the intergovernmental agreements that resulted in the preservation and establishment of the Spur Cross Ranch Conservation Area. Recent IGAs include IGAs with Pinal County, Maricopa County, Coconino County, City of Flagstaff, Northern Arizona University, City of Mesa, Town of Gilbert, Coconino County Community College, and the Arizona Departments of Revenue and Transportation, to name a few.

Dickinson Wright also serves as general counsel to the Maricopa Association of Governments (MAG). We attend meetings of the Executive Committee and Regional Council and provide the full range of general counsel services, including, without limitation: litigation, contract drafting and review, employment policies and practices, open meetings, and public records issues.

Our other government clients include the State of Arizona and many counties and municipalities, as previously mentioned. A representative sampling of our municipal experience includes:

- Engaged by state and municipal governmental agencies to represent their interests on various public works projects and also engaged to rewrite all the construction contracts for the Board of Regents of the three state universities. Moreover, as a consequence of our active involvement with construction claims, we have had the frequent opportunity to work closely with numerous local and national claims consultants.
- Represented clients in virtually all aspects of construction disputes (including matters involving bid bonds, performance and payment bonds, and license bonds) involving a broad range of public and private projects, including the construction of various waste treatment facilities, schools, auditoriums, prisons, jails, parking facilities, office buildings, apartments, hotels, motels and shopping centers throughout the states of Arizona, California and Nevada; the renovation and expansion of a major hotel in Tyson's Corner, Virginia; bid protests on numerous public works projects (with the State of Arizona, school districts, City of Scottsdale, City of Phoenix, City of Tempe, City of Mesa, City of Chandler, City of Tucson, and other political subdivisions), construction of schools, sewage treatment plants, highways, dams, sewer and water projects; construction of municipal buildings, including office buildings, prisons and jails; rehabilitation, expansion and converter modification at copper mines; design, construction and modification of petrochemical facilities; improvement and sanitary districts, Indian Land Development Bonds, Industrial Development Authority projects, Miller Act suits (and Arizona Little Miller Act suits), etc.
- Represented the State of Arizona (the Industrial Commission of Arizona, Special Fund) in connection with various aspects of the construction of the Industrial Commission Building and the various disputes with the design professionals and the prime contractor arising from the construction process. The firm also handled the condemnation of all land needed for the construction projects.

- Successfully defended the engineer for the City of Surprise in litigation involving a major highway construction project. The firm has also represented a prominent engineering company in litigation over their alleged negligence in performing environmental assessment services.
- Represented the Maricopa County Stadium District in connection with approximately 20 condemnation cases relating to acquisition of land for the Bank One Ballpark project.
- Represented the Arizona Industrial Commission in connection with condemnation actions instituted to acquire the two blocks of land on which the Commission's headquarters building is now located in downtown Phoenix.
- Served as legal advisor to a local municipality in connection with an action to overturn the annexation of approximately twenty thousand acres of land.
- Significant skill in negotiating and documenting complex settlements and transactional agreements. We have completed numerous negotiations, which include: a "business resolution" of multi-million dollar securities litigation involving consolidated class actions initially filed in three states; an advance acquisition agreement with ADOT involving redesign of a portion of the Outer Loop Highway System; negotiation for the acquisition and/or financing of new "power centers" (retail centers) or regional shopping centers (malls) located in Tempe, Mesa, Chandler, Coolidge, Casa Grande, Gilbert, Yuma and Scottsdale, Arizona, and in Superior, Aurora, and Broomfield, Colorado; and negotiation and documentation of the Jobing.com Arena Lease and Management Agreements between the City of Glendale (the firm's client) and affiliate of the new owners of the Phoenix Coyote NHL franchise.
- Assisted clients in connection with fulfilling the requirements for and obtaining the "assured water supply" certification necessary for development of real property located outside of a certificated service area.
- Represented a major Arizona city in the negotiation and documentation of an arena lease and management agreement.
- Represented governmental subdivisions and their employees in the defense of a range of Constitutional actions brought pursuant to Section 1983 and Section 1985, such as the Presiding Judge of the Maricopa County Superior Court, the Presiding Criminal Judge of the Maricopa County Superior Court, a deputy Attorney General, the Mayor and members of the Queen Creek City Council, the Mayor and members of the City of Scottsdale city council, and other employees of governmental subdivisions.

Through our representation of various Arizona municipalities, we are intimately involved in and advise on all aspects of local government laws and elections, including necessary notifications, knowledge of Roberts Rules of Order, resolutions, petitions, candidate qualifications and compliance, ballots, creating pamphlet materials, signature requirements, and objections. We also advise on compliance. We have been involved in representing Arizona municipalities in election litigation, including attacks upon petition signatures, annexations, and ballot questions.

Most of our clients have policies that default to Roberts Rules of Order in the event no other law or policy governs a particular issue, but apply a practical approach to getting the required business of the entity efficiently and expeditiously accomplished. Consequently, we are highly experienced on the text and the various editions that would have been in place when such policies were adopted if they do not default to the "current" edition of the rules. We routinely service board members and, particularly, board office holders on these rules and how to use them.

We frequently counsel clients regarding compliance with federal, state, and local laws, ensuring they remain aware of any new and proposed legislation. We also assist clients with internal and external investigations, provide representation during an enforcement action or audit, draft and implement internal policies and employment contracts, and litigate disputes when necessary. A representative sampling of this experience includes:

- Regularly attend city/town council meetings and advise municipal clients regarding elections, open meetings, public records, and conflicts of interest.
- Review notices and agendas for compliance with the Open Meeting Law and regularly provide advice regarding the law during council meetings.

Dickinson Wright attorneys handle all aspects of contract drafting and negotiation. We have extensive experience with standard contract documents, as well as the drafting of joint venture agreements, teaming agreements, subcontractor and material supplier agreements, and insurance provisions. Our work also includes the preparation of documents necessary to support the successful financing, negotiation, and closeout of all types and sizes of projects. Our litigators are results oriented problem solvers and are adept at providing creative solutions to tough problems – large and small. Our team has also advocated disputes before judges, juries, and industry arbitration panels. A representative sampling of our contract law experience includes:

- Representing clients in all aspects of contract negotiation, arbitration, litigation, and administrative proceedings, for both private and public projects.
- Advise clients regarding the validity of referendum petitions and represented clients in litigation challenging their actions in reviewing and filing or refusing to file referendum petitions.
- Review complex public records requests and assist our clients in responding to them.

Dickinson Wright attorneys also represent states, municipalities, and other governmental agencies in all aspects of the procurement of labor, materials, and services. Our representation involves not only the drafting of solicitations and contracts but also providing advice on the solicitation process and how to respond when unique situations arise. We also assist in the preparation of procurement rules and guidelines.

Our attorneys regularly represent the procuring agencies or governments, as well as bidders and proposers, involved in protests arising from public procurements. Because we have represented both the government procuring agencies and parties seeking to protest procurement decisions, our attorneys can provide a comprehensive analysis of any protest issue. We have been involved in the administrative resolution of protests, filing and defending protests in lower courts, and through the appeals process.

Dickinson Wright has decades of broad tort liability experience across business torts, product liability, personal injury, toxic torts, and other complex tort disputes. The firm has litigated, arbitrated, and tried hundreds of business tort cases, handled matters from investigation through appeal and judgment enforcement, and successfully defended clients in a range of high stakes tort and constitutional claims. The experienced team at Dickinson Wright brings efficient and creative representation to clients facing a wide range of issues. Clients benefit from our experience in successfully managing personal injury litigation, whether in the form of personal injury lawsuits, consolidated cases, mass litigation, or class actions.

Because our tort liability team includes commercial litigators who understand the business side of litigation, we appreciate the impact legal action can have on our clients, whether a single lawsuit, pattern litigation, or class action. We work closely with our clients to minimize their risks and achieve their business goals. Our clients benefit from Dickinson Wright's experience serving as national counsel, regional counsel, lead counsel, and special assignment counsel. We are proud to have served as counsel in some of the most significant appellate and trial court decisions that have established standards and defenses of product liability and personal injury law. A representative sampling of our tort liability experience includes:

- Served as lead trial counsel in successful defense of several national law firms sued for professional liability.
- Represented plaintiff in wrongful death product liability litigation against national retailer and toy manufacturer resulting in \$2.5 million settlement.
- Represented plaintiff in trial of wrongful death case, resulting in \$1.5 million verdict.

Dickinson Wright offers clear legal guidance to keep you focused on your goals and protect what matters most. With over 150 trial lawyers positioned across the United States, including many on the proposed team for YCIPTA, our team handles complex business disputes in courts, administrative tribunals, and arbitration forums. We bring together local knowledge and national perspective, combining regional familiarity with the scale and depth of a full-service firm. We handle cases in federal, state, and provincial courts. From early strategy through trial or resolution, we focus on protecting your interests and controlling risk. Many matters are resolved before trial or hearing, thanks to strategic motion practice and smart negotiation.

Dickinson Wright is a full-service litigation defense and prosecution firm and its litigators practice before all courts, federal and state, at all levels, and all tribunals and agencies at every level. Attorneys at our firm have appeared before the Arizona and U.S. Supreme Courts numerous times. Our reputation for courtroom excellence also is reflected in the fact that 14 former Dickinson Wright litigation attorneys presently serve as judicial officers. In addition, our litigators have held and currently hold offices at every level of every bar organization, national, and state. Many of our attorneys now serve on the bench or within agencies that hear claims. Our litigators are also qualified panel counsel for most of the major litigation defense insurers and risk pool administrators, and we are routinely appointed to defend our clients through these arrangements. A representative sampling of our litigation experience includes:

- Assisted in the successful defense of a special taxing district in connection with multiple litigation matters, including disputes regarding the extent of constitutional powers and defense of damages claims for over \$3 billion.
- Led the representation of a consumer product manufacturer in general corporate and employment matters.
- Assisted in the successful defense of an open meeting law challenge to certain acts of a special taxing district. The client obtained a favorable decision on the merits.
- Successfully defended and obtained jury verdict in favor of banking institution against executive alleging claims of breach of contract and breach of fiduciary duty.
- Successfully defended and obtained jury verdict in favor of construction company alleged to have engaged in gender discrimination.
- Obtained jury verdict in favor of real property purchaser alleging fraudulent practices against realtor.

- Obtained dismissal in the Arizona Superior Court, Court of Appeals and Supreme Court in favor of a construction company alleged to have defrauded prior partner.

Our public finance team has served as bond counsel across all facets of financing municipal projects and programs for states, cities, townships, villages, counties, building authorities, county road commissions, tax increment authorities, drainage districts, school districts, colleges and universities, public power agencies, and other public entities. As a nationally recognized bond counsel firm, Dickinson Wright has more than 60 years of experience serving as bond counsel in public finance transactions. When a client engages us to provide public finance advice, the client gains access not only to the collective experience of our public finance team, but also to the advanced concentrations we have developed across related areas. Our lawyers regularly collaborate with colleagues in real estate, mergers and acquisitions, bankruptcy, corporate finance, tax, securities, environmental, and health care to address every potential point of concern that may arise. A representative sampling of our bond counsel experience includes:

- Served as bond counsel to local units of government, including counties, cities, townships, villages, school districts, drainage districts, public power agencies, airports, water and sewer authorities, public school academies, community colleges, tax increment authorities and land bank authorities.
- Served as bond counsel to various state authorities, advising on such issues as cash flow borrowings, transportation, student loan, building authority, pooled financings, health care, housing, public universities, private colleges and tobacco securitizations.
- Served as bond counsel to municipality issuing special assessment debt for road and other infrastructure improvements.
- Served as bond counsel to various municipal electric utilities and independent power producers and financed large electric generating stations, transmission, and associated facilities.
- Served as bond counsel to municipalities issuing general obligation bonds (unlimited tax and limited tax) for capital improvements to buildings and other facilities.
- Served as bond counsel to community college issuing general obligation bonds for classroom and other college facilities.
- Served as bond counsel to school district issuing tax-advantaged bonds to build school facilities, including classrooms, athletic facilities and energy conservation improvements.
- Served as bond counsel to municipalities refunding outstanding debt.
- Served as bond counsel to home rule city issuing water and sewer revenue bonds for improvements to distribution and disposal systems.

Faced with complex federal and state statutes, administrative rules, and other court rulings, businesses need a solid legal partner with an in-depth understanding of the issues challenging employment relationships and transactions. Dickinson Wright's Labor and Employment practice group regularly advises on a full spectrum of employment and labor law issues, helping clients implement effective risk avoidance strategies and litigating disputes for our clients when necessary. Our team of labor and employment lawyers possess extensive knowledge of the laws governing employment relationships. We believe that effective legal advocacy goes beyond mere knowledge of the law and requires a thorough understanding of our clients' businesses. Working hand-in-hand with our clients, we assess their needs and goals in the context of their competitors and surroundings and then determine the best course of action.

We focus a large part of our Labor and Employment practice on preventative counseling. With vast experience helping clients work through a broad spectrum of issues, we regularly advise clients on day-to-

day issues, conduct compliance audits, and offer onsite training and offsite seminars. When the law changes, we make sure that our clients are immediately informed.

Our Labor and Employment lawyers make sure that our clients have the proper tools to effectively communicate with their employees. Many issues that arise at work can easily be avoided by having clear, user-friendly guidelines readily available for current and new employees. We help companies draft these documents, ensuring they are current and comprehensive.

We regularly handle claims in courts at all levels and before the Equal Employment Opportunity Commission (EEOC), the U.S. Department of Labor (DOL), state civil rights divisions, and other state and federal agencies. Understanding that litigation is costly and time-consuming, and may damage an organization's reputation, we proactively address issues and assist our clients with establishing effective risk-avoidance strategies to avoid the courtroom. But, when action is necessary, our clients benefit from our creative and efficient approach to single and multiple plaintiff lawsuits. A representative sampling of our labor and employment counsel experience includes:

- Successfully defended and obtained jury verdict in favor of construction company alleged to have engaged in gender discrimination.
- Obtained dismissal in the Arizona Superior Court, Court of Appeals and Supreme Court in favor of a construction company alleged to have defrauded prior partner.
- Counseled high-level executives on employment contracts and separation agreements.
- Counseled clients on plant closings, significant workforce reductions and the sale of plants including analysis of labor, WARN Act, employment and discrimination issues.
- Advised clients during union representation campaigns and elections as well as non-board recognition processes.
- Assisted a variety of clients in the development and drafting of employment policies and handbooks as well as employment contracts and non-competition agreements.
- Advised clients regarding application and interpretation of collective bargaining agreements and negotiated collective bargaining agreements.
- Successfully represented Fortune 500 companies in federal court, saving them millions in potential damages and defense costs.
- Achieved favorable results for one of the nation's largest medical staffing companies in Fair Labor Standards Act (FLSA) class/collective action in federal court.
- Represented companies in bargaining/negotiating Collective Bargaining Agreements and in litigation before the National Labor Relations Board (NLRB) and in court.
- Represented clients in single and multi-plaintiff actions alleging violations of federal and state civil rights laws, at both the trial court and appellate level.
- Successful defense of multiple attempted class actions, with each resulting in denial of class certification.
- Trial counsel for numerous companies on employment matters, including FLSA, Family and Medical Leave Act (FMLA), and OSHA.

As set forth in detail above, Dickinson Wright is regularly involved in representing a wide variety of government entities, including educating, drafting, interpreting and litigating the federal, state and local statutes and regulations that govern their powers and obligations as government entities. We also provide practical solutions for businesses navigating the regulations that govern their daily operations which give a good perspective on the flip side of regulations. Our attorneys regularly represent clients before agencies

and authorities at the federal, state, and local levels. We regularly counsel our clients to ensure they are compliant with the regulatory requirements that govern their daily operations. With a keen understanding of operations and objectives, Dickinson Wright attorneys assist agencies and authorities in meeting the complex, ongoing requirements of federal and state laws.

Our attorneys have assisted clients draft and complete various federal and state grants, including those for essential service operations such as water and sewer, park renovation, and various other public purposes.

Our attorneys regularly assist clients with:

- Compliance with tax-exempt status
- Conflicts of interest policies
- Transparency compliance, including public access to meeting and records
- Federal and State grants
- Recommend purchasing actions
- Fundraising, endowments, and planned giving
- Investments
- Counseling and litigating before local, county, state, and federal agencies, as well as interaction with various governmental officials and appeals from state tribunals
- Securing regulatory agency approvals, certificates of need, licenses, renewals, and transfers
- Representing clients in administrative or contested case hearings
- Counseling clients on insurance insolvency matters, company formation, form and rate approvals
- Providing customized assistance with regulatory compliance in advertising and promoting products and services, pre-market review, licensing of products, product safety, product liability, and product recalls
- Litigation and appeals as a result of administrative decisions or agency inaction

### **OUR APPROACH TO PROVIDING LEGAL SERVICES**

We understand the importance of providing legal services in a cost-effective and efficient manner. At the outset of each matter, we will make certain that we understand YCIPTA's legal needs and business objectives to effectively assist YCIPTA in furthering its goals. Dickinson Wright's organizational structure allows us to employ a unified team strategy to provide clients with individualized service, while drawing upon experience in a variety of areas. Our objective is to match our attorneys' knowledge and strengths with the legal matter involved, at the most economical rates possible. Accordingly, when a client engages us to provide legal services, the client is engaging not only the collective experience of all of our attorneys, but also the highly specialized concentrations we have developed in multiple practice areas.

Our firm has an unwavering focus on providing unmatched client service and the highest quality legal advice. We are proactive and accessible. We offer clear, concise, and proactive solutions. And always, we are mindful that we must deliver the absolute best value on every project, whether it's large or small.

Dickinson Wright's overall approach to client communication is: we are highly responsive and clear. Our policy is to return all telephone calls, voicemails, or emails within the same day (or immediately the following day for messages received very late in the day) either by the primary contact or another member of the team servicing your needs. All attorneys and staff are expected to take an active role in complying with this policy and upholding these high standards. In the event that Scott is not available, one of the

other team members will be available and sufficiently familiar with YCIPTA's needs to fill in on a temporary basis.

Our approach to litigation is to work with the client to ensure that our assessment of the case provides the client with sufficient information for it to make informed, appropriate decisions related to overall case strategy and tactics, and to ensure that our actions are in line with the client's goals and objectives. We recognize the incredible importance of not only working to provide the client with effective litigation strategies and intelligent representation, but of informing them realistically about potential pitfalls and guiding them in appropriate ways to address claims. We work to ensure that we communicate regularly with our clients about the status of litigation, providing them with regular updates on cases and new events as they arise, and constantly evaluating whether a particular strategy or opportunity is effective, needs to be emphasized in the litigation, or we need to reevaluate our overall strategy to accomplish the client's goals.

Dickinson Wright attorneys have the level of experience necessary to meet the needs of the most sophisticated clients. At the same time, the firm is small enough to take a personal approach, and to provide YCIPTA, the Transit Director, and the YCIPTA Board of Directors with immediate, direct service, carefully tailored to their individual needs. As set forth in our proposal, we take great pride in providing excellent responsiveness to our clients' needs. When we commit to the representation of a client, we assume the relationship will be a long one, and we work every day to earn that privilege. Dickinson Wright and the attorneys proposed for this engagement have the capacity to complete assignments in a timely fashion and engage in multiple projects simultaneously. We are available to begin work immediately.

Dickinson Wright will provide YCIPTA with timely advice on all significant developments either orally or in writing. We will review and approve agenda items requiring legal counsel review for consideration by the YCIPTA Board of Directors at subsequent meetings. We will attend meetings of the YCIPTA Board of Directors and work sessions, upon request, where we will provide timely updates on relevant issues, the status of litigation, significant case law, and other legal matters.

Our senior attorneys both lead and attend advanced briefings that review law-making bodies' latest legislation and pronouncements. Scott Holcomb is active in the Arizona League of Cities and Town's legal work groups and attends the League's legal training. This connection enables us to quickly inform YCIPTA on trends and developments. In addition, we get significant exposure to changes in the law through our representation of multiple government entities. We will provide training sessions on developing areas and refresher training on municipal law issues.

### **OUR ATTORNEYS ARE RESPONSIVE**

The proposed team members will be available and can be reached promptly by phone or email. We have developed an integrated, multilevel team with various areas of experience. Primary contact attorneys are available to YCIPTA 24 hours a day, 7 days a week, and 365 days a year, whenever needed. Dickinson Wright maintains continuity of staff throughout an engagement by using a stable, structured team model centered on a key contact attorney, Scott Holcomb, who ensures that the same attorneys directly handle or supervise the matter. When appropriate, an associate may perform research, but the key contact attorney remains in direct communication with the client and supervises the work, which helps preserve consistency and accountability. The firm also has multiple attorneys across every aspect of its full-service practice, so staffing is never an issue, and if another attorney is needed because of an exit, reassignment, or matter expansion, there is no interruption.

**5. KEY PERSONNEL | RESUMES**

Dickinson Wright attorneys are esteemed by both clients and peers for their knowledge and experience through significant appointments to bar associations and the judiciary. We are very pleased to present a team that will provide excellent service to YCIPTA, along with their relevant experience. Combined, we have decades of experience, are adept at working together as a team, and provide seamless service to our clients. Full resumes can be found by clicking on the **link** found on each team member’s name or at the end of this document in **Appendix B**.

<b>Dickinson Wright’s Team for YCIPTA</b>	
<b><u>Scott A. Holcomb</u></b>	<b>Member/Partner   AZ (9723) / NV (13150)</b>
Education	University of Iowa College of Law, J.D. Iowa State University, B.S., Speech
Role	Key Contact for YCIPTA / Primary Relationship Attorney
Current & Past Municipal Clients	Scott served as Queen Creek Town Attorney for many years and represented and/or currently represents multiple other government entities, including the Town of Gilbert, City of Flagstaff, City of San Luis, City of Mesa, Maricopa Association of Governments, Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line), Yavapai Plan (YavaLine) and Pima Community College District.
Practicing Law Public Sector	42 Years 30+ Years
Experience & Knowledge of AZ Municipal Law	<p>Scott’s practice focuses on representation of public entities, construction, and real estate documentation and claims, as well as commercial litigation, with emphasis on government contracts, real estate, and construction-related disputes; however, his practice spans nearly all aspects of government and commercial litigation. He has been involved in cases relating to public bid protests, public records requests, elections, annexations, property rights, contractor and real estate licensing, escrow agent and broker liability and claims, computer systems and software, insurance defense and coverage issues, bond claims, easements, enforcement of covenants, conditions, and restrictions (CC&amp;Rs), business partnerships, businesses aspects of domestic relations cases, constitutional rights, and title insurance, administrative proceedings (including Arizona Corporation Commission (ACC), Dept. of Real Estate (DRE), Registrar of Contractors) to name a few areas. Scott has also drafted bid packages, contracts, and contract templates for public and private construction, as well as for developers, contractors, municipalities, and other government entities. He has served as a hearing officer in various procurement protests and public hearings. Scott serves as lecturer and regularly provides training on Open Meetings Law and government procedures, procurement, contract drafting, and construction related issues. Scott continues to serve as an elected Board member on the Madison Elementary School Board, is an active member of the Arizona City Attorneys Association and the executive board of the Arizona Public Attorneys Section of the State Bar. Scott’s relevant experience includes:</p> <ul style="list-style-type: none"> <li>• Successfully defended, up through a petition for review the Arizona Supreme Court, Queen Creek’s annexation of the Encanterra subdivision in Pinal County, Arizona.</li> </ul>

	<ul style="list-style-type: none"> <li>• Successfully defended the Town of Queen Creek as a co-defendant with the Arizona Corporation Commission in a public records request lawsuit, up through a petition for review in the Arizona Supreme Court.</li> </ul>
<b><u>Bradley A. Burns</u></b>	<b>Member/Partner and Deputy CEO – Associate Management   AZ (30508)</b>
Education	Sandra Day O'Connor College of Law - Arizona State University, J.D. University of Arizona, B.A., Political Science
Current & Past Municipal Clients	Brad regularly litigates notice of claim issues on behalf of municipalities and has been counsel for municipalities in contested election matters.
Practicing Law Public Sector	13 Years 12 Years
Experience & Knowledge of AZ Municipal Law	<p>Brad focuses his practice on Commercial and Business Litigation. He has represented municipal corporations, product manufacturers and special-purpose governmental units in litigation claims, business and municipal matters, negotiation of contracts and general corporate and employment matters. Brad's relevant experience includes:</p> <ul style="list-style-type: none"> <li>• Assisted in the successful defense of a special taxing district in connection with multiple litigation matters, including disputes regarding the extent of constitutional powers and defense of damages claims for over \$3 billion.</li> <li>• Represented an Arizona governmental entity in a major Colorado River water litigation, focused on administrative challenges to a decision made by a Bureau of Department of the Interior.</li> <li>• Represented a municipal corporation in connection with the negotiation and documentation of a stadium lease and management agreement.</li> <li>• Assisted in the successful defense of an open meeting law challenge to certain acts of a special taxing district. The client obtained a favorable decision on the merits.</li> <li>• Advised multiple Arizona municipal corporations regarding the conduct of their business and municipal affairs.</li> </ul>
<b><u>Vail C. Cloar</u></b>	<b>Member/Partner   AZ (032011)</b>
Education	Sandra Day O'Connor College of Law - Arizona State University, J.D. Arizona State University, B.A., European History
Current & Past Municipal Clients	Cities of Scottsdale, Phoenix, Tempe, Flagstaff, and the Towns of Queen Creek, Cave Creek, and Gilbert
Practicing Law Public Sector	12 Years 11 Years
Experience & Knowledge of AZ Municipal Law	<p>Vail focuses his practice on a wide array of litigation matters including constitutional litigation, eminent domain matters, professional malpractice litigation, and appeals before both state and federal courts. He has represented all manner of both private and governmental clients in eminent domain matters across the state. Vail has litigated appeals before the Arizona Court of Appeals, the Arizona Supreme Court, and the Ninth Circuit Court of Appeals. He is also an adjunct faculty member at the Sandra Day O'Connor College of Law at Arizona State University where he teaches two classes, Private Property Rights and Business and Real Estate Valuation. Vail also regularly assisted Scott Holcomb while acting as the Town attorney for Queen Creek. Vail's relevant experience includes:</p>

	<ul style="list-style-type: none"> <li>• Assisted with the successful defense of a special taxing district in appellate litigation from a taxpayer challenge to a multi-billion-dollar municipal contract, including motion practice and briefing before the Arizona Supreme Court.</li> <li>• Assisted in the representation of a special taxing district in condemning a waterline easement and contractual water rights and with the defense of that district against a seven-figure severance damage claim.</li> <li>• Assisted in successful appellate litigation affirming a trial court judgment dismissing a multi-million-dollar damage claim against an Arizona municipality for breach of a development agreement.</li> <li>• Assisted in the representation of land owners in opposition to the creation of a special tax-levying improvement district, including representation before the Arizona Senate Subcommittee on Finance.</li> </ul>
<b>D. Samuel Coffman</b>	<b>Member/Partner   AZ (11428)</b>
Education	James E. Rogers College of Law, University of Arizona, J.D. Grand Canyon University, B.A., History
Current & Past Municipal Clients	Sam works frequently with municipalities, including the City of Tempe. He also serves as General Counsel to the Maricopa Association of Government and the Peoria Public Safety Personnel Retirement System Board. Sam is well-versed with Arizona’s Open Meetings and Public Records laws and is particularly experienced in dealing with sensitive employment matters.
Practicing Law Public Sector	39 Years 31 Years
Experience & Knowledge of AZ Municipal Law	<p>As leader of the Labor and Employment Practice Group in Dickinson Wright’s Phoenix office, Sam has experience counseling employers in all areas of employment law, including management and labor practices, hiring, discipline, terminations, terms of employment, and the review and drafting of employment policies, manuals and employee contracts. His strong employment-related litigation background includes representing clients in Title VII claims, breach of contract of employment, wrongful discharge, fraud, defamation and other employment-related torts, and restrictive covenants. Sam also focuses his practice on municipal law, commercial litigation, and tribal law. He has defended lawsuits brought against municipalities in development, employment, and commercial litigation matters. Sam has litigated development agreements, defended title claims, defended and prosecuted landlord tenant cases and has represented Indian tribes, tribal enterprises, and gaming operations. Sam’s relevant experience includes:</p> <ul style="list-style-type: none"> <li>• Successfully represented tribal agents sued by tribal developer in the Arizona Superior Court and on Appeal.</li> <li>• Successfully defended tribal gaming enterprise in tribal court in lawsuit brought by former casino executives.</li> <li>• Successfully defended and obtained jury verdict in favor of banking institution against executive alleging claims of breach of contract and breach of fiduciary duty.</li> <li>• Successfully defended and obtained jury verdict in favor of construction company alleged to have engaged in gender discrimination.</li> </ul>

	<ul style="list-style-type: none"> <li>• Obtained jury verdict in favor of real property purchaser alleging fraudulent practices against realtor.</li> <li>• Obtained dismissal in the Arizona Superior Court, Court of Appeals and Supreme Court in favor of a construction company alleged to have defrauded prior partner.</li> </ul>
<b>Eric McGlothlin</b>	<b>Member/Partner   AZ (026060) / MI (P79363)</b>
Education	Georgetown University Law Center, J.D. University of Michigan, B.A., Economics, B.A, Psychology
Practicing Law Public Sector	22 Years 22 Years
Experience & Knowledge of AZ Municipal Law	<ul style="list-style-type: none"> <li>• Bond Counsel to home rule city issuing water and sewer revenue bonds for improvements to distribution and disposal systems.</li> <li>• Bond Counsel to municipalities issuing general obligation bonds (unlimited tax and limited tax) for capital improvements to buildings and other facilities.</li> <li>• Bond Counsel to community college issuing general obligation bonds for classroom and other college facilities.</li> <li>• Bond Counsel to municipality issuing special assessment debt for road and other infrastructure improvements.</li> <li>• Bond Counsel to school district issuing tax-advantaged bonds to build school facilities, including classrooms, athletic facilities and energy conservation improvements.</li> <li>• Bond Counsel to municipalities refunding outstanding debt Underwriters' Counsel to investment bank underwriting issue of water and sewer revenue bonds for regional water pipeline project.</li> <li>• Underwriter's Counsel for numerous general obligation and revenue bond issues.</li> </ul>
<b>Cameron C. Stanley</b>	<b>Associate   AZ (036605)</b>
Education	Arizona State University, Sandra Day O'Connor College of Law, J.D. University of Exeter, M.A., Creative Writing University of Arizona, B.A., Creative Writing and Political Science
Practicing Law Public Sector	6 Years 5 Years
Experience & Knowledge of AZ Municipal Law	<p>Cameron has represented public and private entities and municipal corporations in a variety of commercial litigation matters including breach of contract, tort and fraud, consumer protection, and probate disputes. She also practices in the area of municipal law, with an emphasis on constitutional law issues, government contracts, statutory drafting and interpretation, and compliance with Arizona's public records and open meeting laws. Cameron's relevant experience includes:</p> <ul style="list-style-type: none"> <li>• Provided comprehensive support to our client in successfully defending a contract award granted by the State of Arizona and the Arizona Department of the Treasury for the development of Arizona's State Taxation Revenue and Accounting System, fostering trust and accountability in government partnerships.</li> </ul>

**Please note: Dickinson Wright does not plan to use any subcontractors for this engagement.**

## 6. REFERENCES

Dickinson Wright is very proud of its impressive roster of clients. Please feel free to contact any of these references below:

Reference 1	
Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line)	216 W. Phoenix Ave. Flagstaff, AZ 86001
Ms. Heather Dalmolin, CEO & General Manager	(928) 799-6624
<a href="mailto:hdalmolin@naipta.az.gov">hdalmolin@naipta.az.gov</a>	Dates of Service: Since creation in 2001
<b>Description of Services:</b> General counsel, employment, governance, procurement, contract drafting and negotiation, real estate, construction, federal grant compliance, litigation, all things legal.	
Reference 2	
Maricopa Association of Governments (MAG)	302 N. 1st Ave., Suite 200 Phoenix, AZ 85003
Ms. Audra Koester Thomas, Executive Director	(602) 254-6300
<a href="mailto:athomas@azmag.gov">athomas@azmag.gov</a>	Dates of Service: 2001 – current
<b>Description of Services:</b> Provide contract drafting and review, litigation, employment policies and practices, open meetings and public records issues, and attend meetings of the Executive Committee and Regional Council.	
Reference 3 – We are no longer the Town Attorney for the Town of Queen Creek; the Town of Queen Creek created their own in-house legal department.	
Town of Queen Creek	22350 S. Ellsworth Road Queen Creek, AZ 85142
Mr. Bruce Gardner, Town Manager	(480) 358-3000
<a href="mailto:bruce.gardner@queencreekaz.gov">bruce.gardner@queencreekaz.gov</a>	Dates of Service: 1987 to 2026
<b>Description of Services:</b> Former Town Attorney, employment, governance, procurement, contract drafting and negotiation, real estate, construction, federal grant compliance, litigation, all things legal.	
Reference 4	
City of Scottsdale	3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
Ms. Sherry Scott, City Attorney	(480) 312-2405
<a href="mailto:sscott@scottsdaleaz.gov">sscott@scottsdaleaz.gov</a>	Dates of Service: 2019 – current
<b>Description of Services:</b> Provide outside legal services in the area of litigation, including, but not limited to, disputes involving personal injury, constitutional claims, employment, construction, road design, police liability, general municipal liability, water and wastewater, civil appeals, fire services and worker's compensation.	
Reference 5	
Valleywise Health (Formerly Maricopa Integrated Health System)	2601 E Roosevelt St. Phoenix, AZ 85008
Ms. Ijana Harris, General Counsel	(602) 344-5011
<a href="mailto:ijana.harris@valleywisehealth.org">ijana.harris@valleywisehealth.org</a>	Dates of Service: 2003 – current
<b>Description of Services:</b> The firm was involved in creation of the organization and provides ongoing representation, including, but not limited to, litigation, procurement, construction, health care, regulatory, employment, real estate, trademark, and more.	

<b>Reference 6</b>	
Pima Community College District	4905 East Broadway Blvd. Tucson, AZ 85709
Mr. Jeff Silvyn, General Counsel and Vice Chancellor for Legal Affairs	(520) 206-4500
<a href="mailto:jsilvyn@pima.edu">jsilvyn@pima.edu</a>	Dates of Service: 2018 – current
<b>Description of Services:</b> Construction, contracting, Board governance, litigation, and trademark.	

## 7. SAMPLE AGREEMENT

Dickinson Wright does not have any exceptions or deviations to any of the terms, conditions, or specifications in the sample Agreement. Dickinson Wright agrees and certifies compliance with applicable state and federal regulations and requirements, including the "Substance Abuse Certifications."

## 8. CERTIFICATIONS

Please see **Appendix C** for the following certifications:

- Non-Collusion Affidavit for PROPOSER
- Certification of Eligibility (Labor Standards)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Lobby Restrictions Certification
- DBE/EEO Certification

## 9. INSURANCE

Please find Dickinson Wright’s Confirmation of Insurance included with our proposal under **Appendix D**. We provide a Certificate of Insurance as our standard practice and do not distribute full insurance policies to clients or prospective clients, in accordance with firm policy. The certificate outlines the key details of our coverage.

If additional information beyond the scope of the certificate is required, we would be happy to connect you with the appropriate insurance contacts who can provide further details.

## 10. CONFLICTS OF INTEREST

Dickinson Wright does not currently hold any contracts or agreements with any organizations or agencies that may present a conflict of interest with YCIPTA.

# **APPENDIX A**

**Billing Rate Summary in Fee Per Hour**  
**Contract Period: July 1, 2026 through June 30, 2029, plus option years ending**  
**June 30, 2030 and June 30, 2031**  
**Hourly Rates by Fiscal Year (FY)**

<b>TITLE</b>	<b>FY '26-27</b>	<b>FY '27-28</b>	<b>FY '28-29</b>	<b>FY '29-30</b>	<b>FY '30-31</b>
<b>Members/Partners</b>	<b>\$450</b>	<b>\$475</b>	<b>\$500</b>	<b>\$525</b>	<b>\$550</b>
<b>Members/Partners (Bond Work)</b>	<b>\$500</b>	<b>\$525</b>	<b>\$550</b>	<b>\$580</b>	<b>\$610</b>
<b>Associates</b>	<b>\$350</b>	<b>\$370</b>	<b>\$390</b>	<b>\$410</b>	<b>\$430</b>
<b>Legal Assistance</b>	<b>\$275</b>	<b>\$290</b>	<b>\$305</b>	<b>\$320</b>	<b>\$335</b>
<b>Clerical</b>	<b>\$275</b>	<b>\$290</b>	<b>\$305</b>	<b>\$320</b>	<b>\$335</b>

**Contract Period: July 1, 2026 through June 30, 2029, plus option years ending**  
**June 30, 2030 and June 30, 2031**  
**General Corporate Services**  
**Retainer Rate by Fiscal Year (FY)**

<b>RETAINER RATE</b>	<b>FY '26-27</b>	<b>FY '27-28</b>	<b>FY '28-29</b>	<b>FY '29-30</b>	<b>FY '30-31</b>
<b>Monthly Fee</b>	<b>\$1,800</b>	<b>\$1,900</b>	<b>\$2,000</b>	<b>\$2,100</b>	<b>\$2,200</b>

**Retainer Rate includes** attendance at the regular monthly Board meeting (upon request), review of the Board agenda and packet, administrative supplies, phone calls, mailing, emailing, review of Agreements, and providing legal advice to the Transit Director and YCIPTA Board of Directors.

**Periodic Review of Retainer Amount** – The proposed monthly fixed fee retainer will be reviewed periodically to confirm it remains appropriate for the level of services requested. The parties will conduct a review every six (6) months (or sooner upon written request if service demands materially change). If actual time and effort consistently exceed monthly needs, the parties will meet and confer in good faith to adjust the retainer amount and/or scope of services. Any change to the retainer will be made only by mutual written agreement.

**Incremental Billing Rates After Minimum Time: \$0**  
**Minimum Time Billed: \$1,800 – Monthly Retainer**  
**Copy Cost per Sheet: \$0.10**  
**Fax Costs per Sheet: \$0**  
**Travel Time Costs: 1/2 Hourly Rate**

# **APPENDIX B**



# Scott A. Holcomb

Member | PHOENIX | LAS VEGAS

Email: [SHolcomb@dickinsonwright.com](mailto:SHolcomb@dickinsonwright.com) Phone: 602-285-5028 Fax: 844-670-6009

Scott Holcomb's practice focuses on representation of public entities, construction and real estate documentation and claims, as well as commercial litigation, with emphasis on government contracts, real estate, and construction-related disputes; however, his practice spans nearly all aspects of commercial litigation. Mr. Holcomb has been involved in cases relating to public bid protests, public records requests, elections, annexations, property rights, contractor and real estate licensing, escrow agent and broker liability and claims, computer systems and software, insurance defense and coverage issues, bond claims, easements, enforcement of CC&Rs, business partnerships, businesses aspects of domestic relations cases, constitutional rights, and title insurance, to name a few areas. He has also drafted bid packages, contracts, and contract templates for public and private construction, as well as for developers, contractors, municipalities, and other government entities. As Town Attorney for Queen Creek, Mr. Holcomb has also overseen various litigation and administrative actions involving utilities, condemnation, zoning, water rights, and public records.

Mr. Holcomb has appeared as an advocate before the Arizona Superior Court, the Arizona Court of Appeals, the United States District Court for the Districts of Arizona and Nevada, the California Superior Court, the Nevada Superior Court, the Arizona Corporation Commission, the Arizona State Procurement Office, the Arizona State Liquor Licensing Board, the Arizona Department of Real Estate, the Arizona Registrar of Contractors, the Nevada Board of Contractors, the Arizona Department of Transportation Board, and various school districts and other regulatory bodies.

Mr. Holcomb has served for over 20 years on the Madison Elementary School Board and also provides training on Open Meetings Law and government procedures, procurement, and contract drafting. He has served as a hearing officer in various procurement protests.

## Prominent Assignments

- Serves as Town Attorney for the Town of Queen Creek on a variety of matters, including land use, elections, economic development, procurement, contract drafting, intergovernmental agreements, open meetings and public records.
- Represents Pima Community College, and serves as general counsel for the Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line).
- Involved in preparing programming, procurement, design and construction contracts for a multitude of private and government projects, including the Cub's Spring Training facilities in Mesa, a historic resort property in Phoenix, a suite and villa resort in Tempe, a 1.2 million square foot mixed-use project and parking structure in Scottsdale, and the new public Library, Fire Stations, and Law Enforcement/City Council Chambers center in Queen Creek.
- Serves as construction attorney for the Maricopa Integrated Health System (Valleywise) in implementing the \$900 million dollar Proposition 480 expansion and renovation program, which involves developing the programming agreement with the program manager; creating standardized solicitation and contract documents for all design and construction of multiple new community health clinics throughout Maricopa County and a new hospital and related support and parking structures on the existing main campus; and advising MIHS on the ongoing construction and design related issues which arise, all of which will be ongoing over a period of seven years.
- Successfully defended, up through a petition for review the Arizona Supreme Court, Queen Creek's annexation of the Encanterra subdivision in Pinal County, Arizona, and successfully defended the Town of Queen Creek as a co-defendant with the Arizona Corporation Commission in a public records request lawsuit, again up through a petition for review in the Arizona Supreme Court.
- Acting as construction counsel for a 1 billion dollar casino resort project in Las Vegas, the first new casino and resort built in downtown Las Vegas in over 40 years.

## Areas Of Practice

- Commercial & Business Litigation
- Construction
- Environmental Litigation
- Education Law
- Alternative Dispute Resolution for Construction Industry
- Commercial Construction
- Construction Contract Drafting and Negotiation
- Construction Lending
- Insurance and Bonding
- Mechanic's Liens
- Public Construction and Procurement
- Residential Construction

## Education & Credentials

### Education

#### University of Iowa College of Law

J.D., 1984

- High Honors
- Moot Court Program, Board Member and Student Judge
- Board Member, student-run Client Counseling Program

#### Iowa State University

B.S., Speech, 1981

### Bar Admissions

Arizona

Nevada

## Acknowledgements

- *The Legal 500 United States*
  - Real Estate Litigation, 2022
  - Real Estate Construction & Construction Litigation, 2024-2025
- *Best Lawyers in America®*
  - “Lawyer of the Year”, Litigation - Construction, 2023
  - Litigation - Construction, 2001-2026
  - Litigation - Municipal, 2024-2026
  - Construction Law, 2024-2026

## Professional Involvement

- Executive Council Member, State Bar of Arizona Public Lawyers Executive Council
- Fellow, Construction Lawyers Society of America
- Elected Member and President, Madison Elementary School District No. 38 Governing Board
- Director, Maricopa County, Arizona School Boards Association
- Past Member, State Bar of Arizona Construction Law Section Board and Electronic Bulletin Board Committee
- Member, Real Estate and Construction Sections of the Arizona State Bar and American Bar Association

## Community Involvement

- Serving over 20 years as an elected member of the Madison Elementary School District Governing Board, including terms as President and Clerk.
- Formed and serves as chairman of a nonprofit educational organization called CACTUS – Careers in Architecture, Construction and Trades Uplifting Students.
- Actively involved for over 28 years in the Camelback and Valley of the Sun Camelback Kiwanis, serving multiple terms as president.
- Has received numerous awards and recognition for his work in public education and with kids from Campfire of Arizona, Kiwanis, the Arizona School Boards Association and several public school districts.
- Acting as Camp Director for over 20 years for weekend kids' camps at Camp Wamatochick in the mountains of Arizona.
- Serves as Santa Claus for multiple churches, schools, clubs, park programs, homeless shelters, and retirement homes – over 1,000 people each year.

## Publications/Presentations

- Co-Author, [“Statutory Limitations on Public Records Requests: Lessons from Audit-USA v. Maricopa County.”](#) Dickinson Wright Client Alert, October 2023
- Presenter, ‘Zen and the Art of Contract Drafting,’ Association of Corporate Council AZ Chapter Meeting, September 2023
- Co-Author, “ACC’s Permissive Power Allows ACC to Appoint an Interim Manager to Remedy Threats to Public Health and Safety”, Dickinson Wright Client Alert, August 2020
- Presenter, “Procurement Simplified and Examined: Understanding Terms, Time and Thought Behind the Process,” 2019 Risk Management Summit, Mesa, Arizona, February 8, 2019
- Keynote Speaker, “Terms, Time and Thought: The Three T’s in Procurement and Protest,” 2018 AASBO Vendor/Buyer Conference, Phoenix, Arizona, January 30, 2018
- Presenter, “Solicitations (Invitations for Bids, Requests for Proposals, Requests for Qualification),” Construction Contract Workshop, Tempe, Arizona, January 24, 2018
- Presenter, “All About Construction: Solicitation, Contracts and Assurances,” Serving the Public Lawyer Seminar, February 2017



# Bradley A. Burns

Member and Deputy CEO – Associate Management | PHOENIX

Email: [BBurns@dickinsonwright.com](mailto:BBurns@dickinsonwright.com) Phone: 602-889-5357 Fax: 844-670-6009

Member and Deputy CEO – Associate Management in Dickinson Wright's Phoenix office, Bradley Burns focuses his practice on Commercial and Business Litigation. Mr. Burns has represented municipal corporations, product manufacturers and special-purpose governmental units in litigation claims, business and municipal matters, negotiation of contracts and general corporate and employment matters. He is admitted to practice before the Arizona Supreme Court, United States District Court for the District of Arizona, United States Circuit Court of Appeals for the Ninth Circuit and the United States Circuit Court of Appeals for the Second Circuit.

## Prominent Assignments

Assisted in the representation of a municipal corporation in connection with the negotiation and documentation of a stadium lease and management agreement.

Assisted in the successful defense of a special taxing district in connection with multiple litigation matters, including disputes regarding the extent of constitutional powers and defense of damages claims for over \$3 billion.

Led the representation of a consumer product manufacturer in general corporate and employment matters.

Assisted in the successful defense of an open meeting law challenge to certain acts of a special taxing district. The client obtained a favorable decision on the merits.

Assisted in advising multiple Arizona municipal corporations regarding the conduct of their business and municipal affairs.

### Representative Cases

*Coombs v. Maricopa County Special Health Care District*, 241 Ariz. 320, 387 P.3d 743 (App. 2016)

*Learning Annex Holdings, LLC v. Cashflow Technologies, Inc.*, 652 Fed. Appx. 67, 68 (2d Cir. 2016)

*Arizona Pub. Integrity Alliance, Inc. v. Maricopa County Special Health Care District*, 1 CA-CV 14-0604, 2015 WL 5882823, (App. Oct. 8, 2015), *review denied* (May 19, 2016)

*Romero v. Steinke*, 1 CA-CV 15-0862, 2017 WL 2189500 (Ariz. App. May 18, 2017)

*Yellow Jacket Drilling Services, LLC v. City of Sedona*, 1 CA-CV 15-0487, 2017 WL 1740287, at \*1 (Ariz. App. May 4, 2017)

## Areas Of Practice

- Commercial & Business Litigation
- Commercial Construction
- Residential Construction
- Insurance Litigation

## Education & Credentials

### Education

#### **Sandra Day O'Connor College of Law - Arizona State University**

J.D., 2013

- Pedrick Scholar
- Order of the Barristers
- *Arizona State Law Journal*, Associate Editor
- Executive Moot Court Board, Chair for Recruiting
- CALI Awards for Excellence in Academics
  - Legal Method and Writing (2010)
  - Torts (2010)
  - Constitutional Law (2011)
  - Election Law (2013)
- Jenckes Closing Argument Competition, Champion, 2010
- Spritzer Appellate Advocacy Competition, Champion, 2013
- Oplinger Closing Argument Competition, 2nd Place, 2011 and 2013

#### **University of Arizona**

B.A., Political Science, 2009

- Dean's List
- Student Body Senator

## Acknowledgements

- *Benchmark Litigation United States*
  - "40 and Under Hot List," 2023, 2026
- *Best Lawyers in America*®
  - "Ones to Watch," Commercial Litigation, 2022-2026
- *Southwest Super Lawyers*®
  - "Rising Star," Business Litigation, 2018-2025
- *The Legal 500 United States*
  - General Commercial Dispute Resolution, 2025

### Bar Admission

#### **Arizona**

## Professional Involvement

- State Bar of Arizona
- Maricopa County Bar Association
- Federal Bar Association
- American Bar Association

## Bar and Court Admissions

- State Bar of Arizona, 2013
- Arizona Supreme Court, 2013
- United States District Court, District of Arizona, 2013
- United States Circuit Court of Appeals, Ninth Circuit, 2014
- United States Circuit Court of Appeals, Second Circuit, 2015

## Publications/Presentations

- Presenter, "Best Practices for Written Documentation," Legal Issues in Design and Construction Conference hosted by Arizona State University and the Alliance for Construction Excellence, April 2017
- Presenter, "How to Lose Your Notice of Claim Defense," Serving the Public Lawyer Seminar, February 2017
- Co-author, "Presenting the Income Approach to Value -- Direct Capitalization Methodology," Arizona Condemnation Summit XV (October 10, 2014)



# Vail C. Cloar

Member | PHOENIX

Email: [VCloar@dickinsonwright.com](mailto:VCloar@dickinsonwright.com) Phone: 602-285-5092 Fax: 844-670-6009

Vail Cloar focuses his practice on a wide array of litigation matters including constitutional litigation, eminent domain matters, professional malpractice litigation, and appeals before both state and federal courts. Mr. Cloar has represented all manner of both private and governmental clients in eminent domain matters across the state. He has litigated appeals before the Arizona Court of Appeals, the Arizona Supreme Court, and the Ninth Circuit Court of Appeals. Mr. Cloar is also an adjunct faculty member at the Sandra Day O'Connor College of Law at Arizona State University where he teaches two classes, Private Property Rights and Business and Real Estate Valuation.

Prior to joining the Firm, Mr. Cloar served as a Judicial Law Clerk to the Honorable Robert M. Brutinel of the Arizona Supreme Court.

## Prominent Assignments

Assisted with the successful defense of a special taxing district in appellate litigation from a taxpayer challenge to a multi-billion dollar municipal contract, including motion practice and briefing before the Arizona Supreme Court.

Assisted in the representation of a special taxing district in condemning a waterline easement and contractual water rights and with the defense of that district against a seven-figure severance damage claim.

Assisted in the defense of a national drive-away trucking company against a class claim alleging violations of state and federal minimum wage statutes spanning ten years and four states.

Assisted in successful appellate litigation affirming a trial court judgment dismissing a multi-million dollar damage claim against an Arizona municipality for breach of a development agreement.

Assisted in the representation of land owners in opposition to the creation of a special tax-levying improvement district, including representation before the Arizona Senate Subcommittee on Finance.

## Areas Of Practice

- Commercial & Business Litigation
- Constitutional Law
- Insurance Litigation
- Appeals & Advocacy
- Professional Liability Defense

## Education & Credentials

### Education

#### **Sandra Day O'Connor College of Law - Arizona State University**

J.D., 2014

- *magna cum laude*
- Order of the Coif
- 2014 John S. Armstrong Award
- Pedrick Scholar
- Arizona State Law Journal, Managing Editor
- CALI Excellence for the Future Awards:
  - Contracts
  - Torts
  - Legal Advocacy
  - Professional Responsibility
  - Private Property Rights
  - Family Law
- Pro Bono Distinction

#### **Arizona State University**

B.A., European History, 2011

- *summa cum laude*
- Dean's List

### Bar Admission

#### **Arizona**

## Acknowledgements

- *Southwest Super Lawyers*
  - "Rising Star," Eminent Domain, 2024
  - "Rising Star," Business Litigation, 2025
- *Best Lawyers in America®*
  - "Ones to Watch," Commercial Litigation, 2021-2023
  - "Ones to Watch," Appellate Practice, Commercial Litigation, 2024-2026
- *Arizona Bar Exam*
  - Highest Score, 2014
- *The Legal 500 United States*
  - General Commercial Dispute Resolution, 2025

## Experience

- Law Clerk to the Honorable Robert M. Brutinel, Arizona Supreme Court

## Publications/Presentations

- *Speaker, "Table of Experts: Cybersecurity and digital privacy,"* Phoenix Business Journal, October 2022
- *How to Lose Your Notice of Claim Defense, Serving the Public Lawyer Seminar,* February 2017
- *Safely Subsidized: Derivative and Repo Financing Under the U.S. Bankruptcy Code,* 45 Ariz. St. L.J. 1663 (2013).
- Co-author, *Surviving Cross Exam: Tips for Expert Witnesses,* Journal of Accountancy (Oct. 2014)



# D. Samuel Coffman

Member | PHOENIX

Email: [SCoffman@dickinsonwright.com](mailto:SCoffman@dickinsonwright.com) Phone: 602-285-5029 Fax: 844-670-6009

As leader of the Labor and Employment Practice Group in Dickinson Wright's Phoenix office, Sam Coffman has over 30 years of experience counseling employers in all areas of employment law, including management and labor practices, hiring, discipline, terminations, terms of employment, and the review and drafting of employment policies, manuals and employee contracts. His strong employment-related litigation background includes representing clients in Title VII claims, breach of contract of employment, wrongful discharge, fraud, defamation and other employment-related torts, and restrictive covenants.

Mr. Coffman also focuses his practice on municipal law, commercial litigation, and tribal law. He serves as General Counsel for the Maricopa Association of Governments and has defended lawsuits brought against municipalities in development, employment and commercial litigation matters. He has litigated development agreements, defended title claims, defended and prosecuted landlord tenant cases and has represented Indian tribes, tribal enterprises, and gaming operations.

Mr. Coffman is admitted to practice before the state and federal courts in Arizona and the Ninth Circuit Court of Appeals.

## Prominent Assignments

- Successfully defended and obtained jury verdict in favor of banking institution against executive alleging claims of breach of contract and breach of fiduciary duty.
- Successfully defended and obtained jury verdict in favor of construction company alleged to have engaged in gender discrimination.
- Obtained jury verdict in favor of real property purchaser alleging fraudulent practices against realtor.
- Obtained dismissal in the Arizona Superior Court, Court of Appeals and Supreme Court in favor of a construction company alleged to have defrauded prior partner.
- Successfully represented tribal agents sued by tribal developer in the Arizona Superior Court and on Appeal.
- Successfully defended tribal gaming enterprise in tribal court in lawsuit brought by former casino executives.

## Areas Of Practice

- Commercial & Business Litigation
- Labor & Employment
- Government Contracts
- Public Finance
- Native American Law
- Native American Economic Development

## Education & Credentials

### Education

#### **James E. Rogers College of Law, University of Arizona**

J.D., 1987

- with distinction
- Editor, *Arizona Law Review* (1986-87)

#### **Grand Canyon University**

B.A., History , 1980

- with honors

### Bar Admission

**Arizona**

## Acknowledgements

- *The Legal 500 United States*
  - "Recommended Lawyer," 2020
- *Martindale-Hubbell® AV Preeminent® Peer Review Rating*
- *Best Lawyers in America®*
  - Arbitration, 2024-2026
  - Labor and Employment Law & Commercial Litigation, 2013-2026
  - Management, Litigation 2023-2025
  - Employment Law - Management, 2026
- *Grand Canyon University Hall of Fame*
  - Inducted, 2014
- *Arizona's Finest Lawyers*
  - Volunteer of the Year Award, 2017

## Professional Involvement

- Maricopa County Bar Association, Member
- State Bar of Arizona, Member
  - Employment Section
- American Bar Association, Member
  - Employment Section

## Publications/Presentations

- Co-Author, "[U.S. Supreme Court Splits the Baby as It Stays the Private Employer Vaccine or Test Mandate but Keeps the Healthcare Vaccine Mandate in Place.](#)" Dickinson Wright Industry Alert, January 2022
- Co-Author, "[Private Employer Vaccine Mandate Moves Forward as Sixth Circuit Dissolves Fifth Circuit's OSHA ETS Stay.](#)" Dickinson Wright Industry Alert, December 2021
- Presenter, "Proper Documentation: Doing It the Write Way," Serving the Public Lawyer Seminar, February 2017



# Eric McGlothlin

Member | TROY

Email: [EMcglathlin@dickinsonwright.com](mailto:EMcglathlin@dickinsonwright.com) Phone: 248-433-7566 Fax: 844-670-6009

Eric McGlothlin is an experienced public finance attorney in Michigan and Arizona. As bond counsel, he advises municipalities, schools and other governmental entities on the issuance of tax-exempt and taxable debt to finance all types of long and short-term capital needs. He helps his clients find the right legal structure, authorize financings and comply with federal and state tax and securities laws. Eric is instrumental as underwriter's counsel, where he guides underwriters through disclosure and related federal securities law matters, assists with due diligence, drafts bond purchase agreements and offering documents, and reviews transaction documentation to ensure the proper protections are in place for his clients.

Eric also has extensive experience advising municipal government and schools on all practical and legal matters affecting daily municipal operations including open meetings and public records, procurement law, elections, including millage, levy and other ballot proposals, and utility matters.

## Prominent Assignments

- Bond Counsel to home rule city issuing water and sewer revenue bonds for improvements to distribution and disposal systems
- Bond Counsel to municipalities issuing general obligation bonds (unlimited tax and limited tax) for capital improvements to buildings and other facilities
- Bond Counsel to community college issuing general obligation bonds for classroom and other college facilities
- Bond Counsel to municipality issuing special assessment debt for road and other infrastructure improvements
- Bond Counsel to school district issuing tax-advantaged bonds to build school facilities, including classrooms, athletic facilities and energy conservation improvements
- Bond Counsel to municipalities refunding outstanding debt
- Underwriters' Counsel to investment bank underwriting issue of water and sewer revenue bonds for regional water pipeline project
- Underwriter's Counsel for numerous general obligation and revenue bond issues

## Areas Of Practice

- Public Finance

## Education & Credentials

### Education

#### **Georgetown University Law Center**

J.D., 2008

#### **University of Michigan**

B.A., Economics, B.A, Psychology, 2002

### Bar Admissions

**Arizona**

**Michigan**

## Acknowledgements

- *Southwest Super Lawyers*®
  - "Rising Star," Government Finance Law, 2013-2021
- *Michigan Super Lawyers*®
  - "Rising Star," Government Finance Law, 2013, 2017-2020
- *DBusiness Magazine*
  - "Top Lawyer," Public Finance Law, 2025
- *Best Lawyers in America*®
  - Public Finance Law, 2024-2026

## Professional Involvement

- State Bar of Michigan
- State Bar of Arizona
- Michigan Government Finance Officers Association
- National Association of Bond Lawyers
- Michigan Municipal Executives
- Michigan Association of County Administrative Officers
- Michigan Association of County Treasurers

## Community Involvement

- Michigan Government Finance Officers Association (Board Nominations Committee, 2025; Board of Directors, 2023-2024; Chair, Legislative Committee, 2016-2023)
- Municipal Advisory Council of Michigan (Board of Directors, 2023-present)
- National Association of Bond Lawyers (Securities Law and Disclosure Committee, 2011-present; Governmental Affairs Committee, 2021-present)
- Esperança, Inc. (board member, 2008-2014; chair, Programs Committee; member, Internal Affairs Committee, 2011-2012; board president, 2013-2014)

## Publications/Presentations

- Co-Presenter, "Municipal Finance Update," Spring Conference, Michigan Association of County Administrative Officers, June 2024
- Presenter, "SEC Municipal Enforcement," Serving the Public Lawyer, Phoenix, Arizona, February 2017
- Presenter, "Enforcing Continuing Disclosure Compliance," Michigan Community College Business Officers Association Fall Workshop, November 2016
- Panelist, "Ethics: Risk – The Game of Reduction of Professional Exposure, Loss Prevention, and Bond Counsel Liability," National Association of Bond Lawyers Bond Attorneys' Workshop, 2015 - 2017
- Contributor, Federal Securities Laws of Municipal Bonds, 5th Ed. 2013, 6th Ed. 2014, and 7th Ed. 2017



# Cameron C. Stanley

Associate | PHOENIX

Email: [CStanley@dickinsonwright.com](mailto:CStanley@dickinsonwright.com) Phone: 602-285-5062 Fax: 844-670-6009

Cameron Stanley is an Associate in Dickinson Wright's Commercial and Business Litigation practice group and has represented public and private entities and municipal corporations in a variety of commercial litigation matters including breach of contract, tort and fraud, consumer protection, and probate disputes. She also practices in the area of municipal law, with an emphasis on constitutional law issues, government contracts, statutory drafting and interpretation, and compliance with Arizona's public records and open meeting laws. Prior to joining the firm, Ms. Stanley served as a Judicial Extern to the Honorable Douglas L. Rayes at the Arizona District Court and a Judicial Law Clerk to the Honorable James P. Beene at the Arizona Supreme Court.

## Prominent Assignments

- Advocated on behalf of a client in a complex case involving reimbursement claims concerning out-of-network patients, ensuring fair resolution and compliance with regulatory standards.
- Provided comprehensive support to our client in successfully defending a contract award granted by the State of Arizona and the Arizona Department of the Treasury for the development of Arizona's State Taxation Revenue and Accounting System, fostering trust and accountability in government partnerships.
- Acted as legal counsel for a prominent auto insurance company, effectively countering a putative class action lawsuit by thwarting the motion for class certification, thus safeguarding the company's interests and reputation.
- Vigorously defended a major insurance firm against allegations of breach of contract, bad faith fraud, and other improprieties pertaining to the handling of medical claims, employing strategic legal tactics to ensure a favorable outcome for our client while upholding ethical standards and professional integrity.

## Areas Of Practice

- Commercial & Business Litigation
- Insurance Litigation
- Public Sector Law
- Probate and Fiduciary Litigation

## Education & Credentials

### Education

#### **Arizona State University, Sandra Day O'Connor College of Law**

J.D., 2020

- Pedrick Scholar
- Arizona State Law Journal, Managing Editor
- CALI Excellence for the Future Awards:
  - Fourteenth Amendment
  - Government Relations
  - Criminal Procedure
- Teaching Assistant:
  - Legal Method and Writing
  - Torts
  - Constitutional Law

#### **University of Exeter**

M.A., Creative Writing, 2014

#### **University of Arizona**

B.A., Creative Writing and Political Science, 2013

- *magna cum laude* with honors
- Dean's List
- Delta Delta Delta, Secretary

### Bar Admission

#### **Arizona**

## Acknowledgements

- *Southwest Super Lawyers*
  - "Rising Stars," Business Litigation, 2024-2025
- *The Legal 500 United States*
  - General Commercial Dispute Resolution, 2025

## Professional Involvement

- Executive Board – Maricopa County Bar Association, Litigation division
- Federal Bar Association
- Maricopa County Bar Association
- Arizona Women Lawyers Association

## Publications/Presentations

- Co-Author, "[Statutory Limitations on Public Records Requests: Lessons from Audit-USA v. Maricopa County.](#)" Dickinson Wright Client Alert, October 2023

# **APPENDIX C**

**NON-COLLUSION AFFIDAVIT FOR CONTRACTOR**

STATE OF ARIZONA

COUNTY OF YUMA

\_\_\_\_\_ Scott A. Holcomb \_\_\_\_\_ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of \_\_\_\_\_ Dickinson Wright PLLC \_\_\_\_\_, hereinafter referred to as (contractor) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Yuma County, State of Arizona.
3. That his/her proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against YCIPTA, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 21 day of May, 2026, at Phoenix, Arizona.

Signed: 

Title: Member/Partner

**CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)**

The Dickinson Wright PLLC (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

Signed: 

Title: Member/Partner

Date: 05/21/2026

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant Dickinson Wright PLLC (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.


**THE PRIMARY PARTICIPANT, Dickinson Wright PLLC (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.**

Signature of Authorized Official:

 Title: Member/Partner

The undersigned chief legal counsel (or corporate secretary) for Dickinson Wright PLLC hereby certifies that Scott A. Holcomb has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary:

 Date: 05/20/2026

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Scott A. Holcomb, hereby certify on behalf of Dickinson Wright PLLC, that:

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

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

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

Executed this 21st day of May, of 2026

Signature of Authorized Official: 

Title of Authorized Official: Member/Partner

**CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/  
EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR: Dickinson Wright PLLC

1. CONTRACTOR overall DBE participation rate: N/A

2. Names/Locations of DBEs contacted by CONTRACTOR:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

3. Names/Locations of DBEs selected by CONTRACTOR:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of 05/01/2026): 1045

**JOB CATEGORIES**

**EMPLOYEES**

**Male**

**Female**

Wht Blk Hsp Asn Nat

Wht Blk Hsp Asn Nat

Officials & Managers:

Professional:

Technical:

Sales:

Office/Clerical:

Craftsmen:

Laborers:

Service:

**\*Please see the following page for the completed table**

Note: The above DBE/EEO Affidavit is part of CONTRACTOR Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By:  Title: Member/Partner

Date: 05/21/2026



Please note, as a federal contractor, Dickinson Wright follows DOL guidelines when asking for demographic data. The numbers below include categories for Native Hawaiian/Pacific Islander, Two or More Races, and Unspecified.

**Total Employees (as of 05/01/2026): 1045**

JOB CATEGORIES	EMPLOYEES															
	Male								Female							
	White	Black	Hispanic	Asian	Native American or Alaskan Native	Native Hawaiian/ Pacific Islander	Two or More Races	Unspecified	White	Black	Hispanic	Asian	Native American or Alaskan Native	Native Hawaiian/ Pacific Islander	Two or More Races	Unspecified
<b>Officials &amp; Managers (i.e., Members/ Partners):</b>	222	2	4	6	0	2	3	0	73	2	3	1	0	0	0	0
<b>Professional (i.e., Associates &amp; Of Counsel):</b>	72	2	2	3	0	0	6	0	54	4	6	4	0	0	4	0
<b>Technical:</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Sales:</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Office/Clerical (i.e., Non-Attorney Staff):</b>	67	15	5	4	0	1	5	2	241	38	31	14	6	2	18	8
<b>Craftsmen:</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Laborers:</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Service:</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

# **APPENDIX D**



December 18, 2025

Dickinson Wright PLLC  
500 Woodward Avenue  
Suite 4000  
Detroit, MI 48226-3425

To Whom It May Concern:

### **CONFIRMATION OF INSURANCE**

We hereby confirm that Dickinson Wright PLLC has Professional Liability Coverage under Policy LPL-1925-2026 with limits of liability not less than \$1,000,000 per claim and \$3,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP**

A handwritten signature in black ink that reads "Anne M. Mahoney". The signature is written in a cursive style.

By:  
Anne M. Mahoney  
Assistant Director of Underwriting

Date: 12/18/2025

10 South Riverside Plaza  
Suite 1100  
Chicago, IL 60606  
312.697.6900 tel  
312.697.6901 fax

[alas.com](http://alas.com)



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycat.az.gov](http://www.ycat.az.gov)

May 27, 2026

### Discussion and Action Item 3

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the Extension of Contract Term to the Agreement for the Provision of General Public Fixed-Route and Demand Response Services with RATP Dev. This is to extend the contracted period of services through the end of FY2026-2027, June 30, 2027.

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the Extension of Contract Term to the Agreement for the Provision of General Public Fixed-Route and Demand Response Services with RATP Dev. Such an Addendum is to extend the contracted period of services through the end of FY2026-2027. June 30, 2027.

**Background and Summary:** Yuma County Intergovernmental Public Transportation Authority (YCIPTA) and RATP Dev Yuma, LLC entered into a contract on May 16, 2018, for a base term of three (3) years commencing on July 1, 2018 through June 30, 2021 with options of seven (7) one-year extensions.

YCIPTA, at its sole discretion, may require the contractor to continue under the terms of this agreement for additional periods of one year. Both YCIPTA and RATP Dev Yuma, LLC mutually agree to continue services for an additional year commencing on July 1, 2026, through June 30, 2027. There will be one (1) additional options after this one.

Currently RATP Dev is requesting a rate increase in the contracted hourly operating costs. The request is for a total of 5% for the annual increase. The contract states that in no case shall the new base compensation exceed the preceding base compensation by 5%.

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**

Louie Galaviz – Chairman – City of Somerton, Arturo Durazo Sr. – Vice Chairman – Cocopah Tribe  
Czarina Gallegos – Sec/Treas – Arizona Western College, Jay Simonton – City of Yuma,  
Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe  
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

Financial Impacts: \$4,742,038 for Fixed Route and \$257,072 for Demand Response

Budgeted: Yes

Recommended Motion Staff recommends that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the Extension of Contract Term to the Agreement for the Provision of General Public Fixed-Route and Demand Response Services with RATP Dev. This is to extend the contracted period of services through the end of FY2026-2027, June 30, 2027.

Legal Counsel Review:

Attachments: Extension of Contract Term.

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger  
Transit Director

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Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe  
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

## **EXTENSION OF CONTRACT TERM**

This Extension of Contract Term (“Extension”), is made and entered into this   1st   day of June, 2026 by and between **YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY**, a political subdivision of the State of Arizona (“YCIPTA”), and **RATP DEV YUMA, LLC**, an Arizona limited liability company (“CONTRACTOR”).

### **WITNESSETH:**

**WHEREAS**, YCIPTA and CONTRACTOR entered into that certain Agreement for the Provision of General Public Fixed-Route and Demand Response Services, dated May 16, 2018 (“Agreement”), as amended; and

**WHEREAS**, Section 4(B) of the Agreement authorizes YCIPTA at YCIPTA’s sole discretion, to elect to extend the Agreement, under the same terms, for additional periods of one year each for the fiscal year ending June 30, 2024, June 30, 2025, June 30, 2026, June 30, 2027, and June 30, 2028;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises hereinafter given, YCIPTA and CONTRACTOR agree as follows:

1. YCIPTA hereby elects and notifies CONTRACTOR of an extension of the Agreement for one (1) year beginning July 1, 2026 and ending June 30, 2027 unless otherwise extended.
2. CONTRACTOR accepts YCIPTA’s notice of extension and agrees to the extension of the Agreement for an additional one (1) year.
3. All other terms of the Agreement remain in full force and effect in accordance with its terms. There are no modifications, express or implied, except as herein provided.
4. YCIPTA and CONTRACTOR each represent to the other that (i) the party signing this Extension on behalf thereof is duly authorized to do so, and (ii) this Extension is binding upon such party in accordance with its terms. This Extension may be executed in multiple counterparts and by facsimile signatures with the same effect of an original.

**---SIGNATURES ON THE NEXT PAGE---**

Rates in effect for this extension period are: Fixed route monthly fee \$220,272, Paratransit Monthly fee \$6,664, Per hour Fixed route fee \$59.62 and Per hour Paratransit Services fee \$44.28

Fixed Route		Paratransit Services	
<b>Year 9</b>			
07/01/2026- 06/30/2027			
Fixed	Variable	Fixed	Variable
\$ 2,643,267		\$ 79,968	
	\$ 2,098,772		\$ 177,105
	\$ 134.72		\$ 64.27
	\$ 4,742,038		\$ 257,072

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum for Commencement Date on the day and year first above written.

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Shelly Kreger, Transit Director

ATTEST:

By: \_\_\_\_\_  
Carol Perez, Assistant Director of Transit Services

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth A. Punpayuk, YCIPTA Legal Counsel

**RATP DEV YUMA, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_



## Yuma County Intergovernmental Public Transportation Authority

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May 27, 2026

Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the Request for Consent to  
Transaction from On Target Media

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the Request for Consent to Transaction from On Target Media.

**Background and Summary:** On Target Media (Lerner and Rowe), one of our current advertisers is requesting this letter to be executed as they are possibly transferring the advertising contract with On Target Media to Atticor Group.

Our legal has approved as to form the Assignment. Staff is requesting if the Board has any objections to the Assignment in order to have authorization to execute (since it is essentially an amendment to the Agreement).

**Financial Impacts:** N/A

**Budgeted:** Yes

**Recommended Motion** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the Request for Consent to Transaction from On Target Media.

**Legal Counsel Review:** Yes, legal has approved to form the Agreement, but the Board

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Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe  
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

Attachments: On Target Media letter to Request for Consent to Transaction.

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger  
Transit Director

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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director



April 28, 2026  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14th Street  
Yuma, Arizona 85365

Re: Request for Consent to Transaction (this "Notice").

To whom it may concern:

Reference is made to that certain Bus Advertising Agreement dated as of February 28, 2025 by and between On Target Media on behalf of Lerner and Rowe Injury Attorneys ("we" or the "Company"), and Yuma County Intergovernmental Public Transportation Authority ("you") (as amended, supplemented or modified from time to time, and together with all related documents and similar agreements currently in force and effect, the "Agreement").

We write to you regarding an agreement the Company expects to enter into with Atticor Group, LLC, a Delaware limited liability company ("Buyer"), and certain other parties party thereto (the "Purchase Agreement"), pursuant to which, among other things, Buyer or its affiliate will acquire, a controlling ownership interest of the Company and the Company's affiliate, Company Holdings MSO, LLC, a Delaware limited liability company ("Affiliate," and such transactions contemplated by the Purchase Agreement, the "Transaction"). As a prerequisite to the Transaction, the Company will implement an internal restructuring plan pursuant to which the Company will assign the Agreement to Affiliate (the "Internal Assignment").

Pursuant to the terms of the Agreement, your consent or the Company's notice to you may be required in connection with the Internal Assignment and the Transaction. As such, the Company hereby requests that you consent to the Internal Assignment and the Transaction and agree that neither the Internal Assignment nor the Transaction will constitute a breach of the Agreement or otherwise give rise to a right of termination or other right of any party due to or arising from the Internal Assignment or the Transaction.

We do not anticipate any material changes to the business relationship as a result of the Internal Assignment or the Transaction, and we look forward to working with you to provide for a seamless transition of the arrangements under the Agreement.

By executing this letter where indicated below, you acknowledge and agree that (i) you consent to the Internal Assignment and the Transaction, (ii) you waive any right to termination, default, breach, acceleration, recapture or notice under the Agreement that may arise in connection with or resulting from the Internal Assignment or the Transaction; (iii) the Agreement will continue in full force and effect pursuant to its terms from and after the effective date of the Internal Assignment and the closing of the Transaction, subject to your consent provided herein; and (iv) you have the requisite power and authority to execute this letter. Except as expressly set forth herein, this Notice does not modify or waive or impair any of the terms, provisions or conditions of the Agreement.

Please be advised that the Transaction has not been finalized and the Company does not provide any assurances that the Transaction will be completed. Importantly, please note that the Transaction has not been announced publicly and all matters contained herein should be treated as confidential. Accordingly, by execution of this Notice, you agree to not disclose to any third party any facts regarding

the Internal Assignment or the Transaction, or the existence of the Internal Assignment, the Transaction, or this Notice.

Please return an executed copy of this letter to Brian Prezgay via email at [brian@ontargetmediainc.com](mailto:brian@ontargetmediainc.com) at your earliest convenience. **We would very much appreciate receiving your signed consent as soon as possible.** Your consent will remain in full force and effect, without regard to when the Internal Assignment or the closing of the Transaction occurs. If you have any questions, please do not hesitate to contact Brian Prezgay at the email address above or via phone at (702) 354-0493. This Notice may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

*[Remainder of page intentionally left blank; signature page follows]*

Your prompt attention to this matter is much appreciated and we look forward to continuing our successful relationship.

Sincerely,

ON TARGET MEDIA  
on behalf of Lerner and Rowe Injury Attorneys

By: *Brian Prezgay*  
Name: Brian Prezgay  
Title: President

**Acknowledged and Agreed:**

Yuma County Intergovernmental Public Transportation Authority

By: \_\_\_\_\_  
Name:  
Title:  
Date:



## Yuma County Intergovernmental Public Transportation Authority

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May 27, 2026

### Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the FY23-25 Transportation  
Development Act (TDA) Triennial Performance Audits for the  
Quechan Tribe and YCAT(YCIPTA).

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Requested Action: N/A

Background and Summary: Since there is Transportation Development Act funds used for the turquoise Route 10 and the Blue Route 5, there is a Triennial Performance Audit.

In late 2025, the Imperial County Transportation Commission (ICTC) selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates State of California Transportation Development Act funding.

The California Public Utilities Code requires all recipients of Transit Development Act (TDA) Article 4 funding to undergo an independent performance audit on a three-year cycle in order to maintain funding eligibility. While not required, audits of Article 8 funding recipients are encouraged.

As it receives no funding under Article 4, the Fort Yuma Quechan Indian Tribe is not statutorily required to undergo a Triennial Performance Audit, nor has it traditionally been held to the requirements of the TDA. However, in 2025, the ICTC, as the RTPA, requested the Tribe's transit program be audited to provide a comprehensive and objective review to offer beneficial insights into program performance.

The Triennial Performance Audit is designed to be an independent and objective evaluation of the Fort Yuma Quechan Indian Tribe as a public transit operator,

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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three fiscal years. In addition to assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to whom it allocates funds.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the Tribe's TDA-funded public transit program for the period:

- Fiscal Year 2022/23,
- Fiscal Year 2023/24, and
- Fiscal Year 2024/25.

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) operates the Yuma County Area Transit (YCAT) service in Yuma, Arizona. In partnership with the Quechan Tribe, which is located in California and receives TDA funding, YCAT operates two routes serving Imperial County. The Blue Route (Route 5) originates in Yuma and serves the Quechan Casino Resort in California, with limited service to the Andrade Port of Entry. The Turquoise Route (Route 10) originates in Yuma and travels to El Centro via Interstate 8.

### **Recommendation 1: YCIPTA should explore expanding its staffing to better accommodate increasing reporting requirements.**

**Discussion:** YCIPTA features a very small staff. A Transit Director oversees a staff of six, and these seven individuals handle all of the administrative responsibilities for Yuma's public transit service. While YCIPTA is an FTA Section 5307 recipient given Yuma's status as an urbanized area, it is a subrecipient to the Arizona Department of Transportation (ADOT). Despite its limited staff, YCIPTA is responsible for much of the same reporting and administrative requirements as much larger agencies, including procurement and NTD reporting.

**Contributing Factor(s):** For a number of years, the size of YCIPTA's staff was constrained to some degree by the office space available. With YCIPTA sharing its location with YCAT contractor staff, adding staff can be difficult. However, with the development of an operations facility at the Hotel Del Sol site on the horizon, and a growing need for greater staff capacity, the upcoming audit period appears to be the optimal time to consider adding at least one full-time employee. This position would either need to have the flexibility to support several different roles, or would need to relieve existing staff of some of their duties to enable the existing staff to focus on activities such as grant administration, procurement, and NTD reporting.

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Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

**Recommended Action:** During the next audit period, YCIPTA should look at its needs to determine how best to expand its staffing. Based on the discussion during the site visit, the greatest need is to support overall reporting and administrative functions, enabling the workload to be spread more effectively among existing staff.

**Timeline:** FY 2027/28.

**Anticipated Cost:** Dependent upon compensation for the new position

Financial Impacts: TBD

Budgeted: N/A

Recommended Motion N/A

Legal Counsel Review: N/A

Attachments: FY23-25 Transportation Development Act (TDA) Triennial Performance Audits for the Quechan Tribe and YCAT(YCIPTA).

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger  
Transit Director

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Shelly Kreger, Transit Director

# Fort Yuma Quechan Indian Tribe/YCIPTA



## Transportation Development Act (TDA) Triennial Performance Audit for FY 2022-23, FY 2023-24 and FY 2024-25



FINAL REPORT  
MAY 2026





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## Chapter 1 | Executive Summary

In late 2025, the Imperial County Transportation Commission (ICTC) selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates State of California Transportation Development Act funding.

The California Public Utilities Code requires all recipients of Transit Development Act (TDA) Article 4 funding to undergo an independent performance audit on a three-year cycle in order to maintain funding eligibility. While not required, audits of Article 8 funding recipients are encouraged.

As it receives no funding under Article 4, the Fort Yuma Quechan Indian Tribe is not statutorily required to undergo a Triennial Performance Audit, nor has it traditionally been held to the requirements of the TDA. However, in 2025, the ICTC, as the RTPA, requested the Tribe's transit program be audited to provide a comprehensive and objective review to offer beneficial insights into program performance.

The Triennial Performance Audit is designed to be an independent and objective evaluation of the Fort Yuma Quechan Indian Tribe as a public transit operator, providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three fiscal years. In addition to assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to whom it allocates funds.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the Tribe's TDA-funded public transit program for the period:

- Fiscal Year 2022/23,
- Fiscal Year 2023/24, and
- Fiscal Year 2024/25.

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) operates the Yuma County Area Transit (YCAT) service in Yuma, Arizona. In partnership with the Quechan Tribe, which is located in California and receives TDA funding, YCAT operates two routes serving Imperial County. The Blue Route (Route 5) originates in Yuma and serves the Quechan Casino Resort in California, with limited service to the Andrade Port of Entry. The Turquoise Route (Route 10) originates in Yuma and travels to El Centro via Interstate 8.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. Moore & Associates, Inc. believes the evidence obtained provides a reasonable basis for its findings and conclusions.



This audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

- Compliance requirements,
- Prior recommendations,
- Analysis of program data reporting,
- Performance Audit, and
- Functional review.

### Test of Compliance

Based on discussions with Fort Yuma Quechan Indian Tribe and Yuma County Intergovernmental Public Transportation Authority (YCIPTA) staff, analysis of program performance, and an audit of program compliance and function, the audit team presents one compliance finding.

- The FY 2023/24 State Controller Transit Operator Financial Transaction Reports was submitted on February 14, 2025, after the designated deadline.

### Status of Prior Recommendations

The prior audit – completed in June 2023 by Moore & Associates, Inc. for the three fiscal years ending June 30, 2022 – included no recommendations.

### Findings and Recommendations

Based on discussions with Fort Yuma Quechan Indian Tribe and YCIPTA staff, analysis of program performance, and a review of program compliance and function, the audit team submits the aforementioned compliance finding for YCIPTA.

- The FY 2023/24 State Controller Transit Operator Financial Transaction Reports was submitted on February 14, 2025, after the designated deadline. Given the subsequent report was submitted on time, no remedial action is required provided the on-time submittals continue in future years. As such, there is no recommendation tied to this finding.

Recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA as well as address non-compliance-related issues, challenges, or opportunities observed during the site visit and functional review. The following recommendation is presented for the Fort Yuma Quechan Indian Tribe.

Exhibit 1.1 Summary of Audit Recommendations

Recommendations	Importance	Timeline
1 YCIPTA should explore expanding its staffing to better accommodate increasing reporting requirements.	Medium	FY 2027/28



## Chapter 2 | Audit Scope and Methodology

The Triennial Performance Audit (TPA) of the Fort Yuma Quechan Indian Tribe’s public transit program covers the three-year period ending June 30, 202. The California Public Utilities Code requires all recipients of Transit Development Act (TDA) funding to complete an independent review on a three-year cycle in order to maintain funding eligibility.

In late 2025, the Imperial County Transportation Commission selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the five transit operators to which it allocates TDA funding. Moore & Associates, Inc. is a consulting firm specializing in public transportation, including audits of non-TDA Article 4 recipients. Selection of Moore & Associates, Inc. followed a competitive procurement process.

The Triennial Performance Audit is designed to be an independent and objective evaluation of the Fort Yuma Quechan Indian Tribe as a public transit operator. Direct benefits of a Triennial Performance Audit include providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three years; helpful insight for use in future planning; and assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized. Finally, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to which it allocates funds.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. The auditors believe the evidence obtained provides a reasonable basis for its findings and conclusions.

The audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Auditing Standards* published by the U.S. Comptroller General.

### Objectives

A Triennial Performance Audit (TPA) has four primary objectives:

1. Assess compliance with TDA regulations;
2. Review improvements subsequently implemented as well as progress toward adopted goals;
3. Evaluate the efficiency and effectiveness of the transit operator; and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the transit operator.



## Scope

The TPA is a systematic review of performance evaluating the efficiency, economy, and effectiveness of the transit operator. The audit of the Fort Yuma Quechan Indian Tribe included six tasks:

1. A review of compliance with TDA requirements and regulations.
2. A review of the status of recommendations included in the prior Triennial Performance Audit.
3. A verification of the methodology for calculating performance indicators including the following activities:
  - Assessment of internal controls,
  - Test of data collection methods,
  - Calculation of performance indicators, and
  - Evaluation of performance.
4. Comparison of data reporting practices:
  - Internal reports,
  - State Controller Reports, and
  - National Transit Database.
5. Examination of the following functions:
  - General management and organization;
  - Service planning;
  - Administration;
  - Marketing and public information;
  - Scheduling, dispatching, and operations;
  - Personnel management and training; and
  - Maintenance.
6. Conclusions and recommendations to address opportunities for improvement based upon analysis of the information collected and the audit of the transit operator's major functions.

## Methodology

The methodology for the Triennial Performance Audit of the Fort Yuma Quechan Indian Tribe included thorough review of documents relevant to the scope of the audit, as well as information contained on YCIPTA's website. The documents reviewed included the following (spanning the full three-year period):

- Monthly performance reports;
- State Controller Reports;
- Annual budgets;
- TDA fiscal audits;
- Transit marketing collateral;
- TDA claims;
- Fleet inventory;
- Preventive maintenance schedules and forms;
- Accident/road call logs; and
- Organizational chart.



The methodology for this audit included a virtual site visit with Fort Yuma Quechan Indian Tribe and Yuma County Intergovernmental Public Transportation Authority (YCIPTA) representatives on March 5, 2026. The audit team met with Brian Golding (Economic Development Administration Director, Fort Yuma Quechan Indian Tribe) and Shelly Kreger (Transit Director, YCIPTA), and reviewed materials germane to the triennial audit.

This report is comprised of eight chapters divided into three sections:

1. Executive Summary: A summary of the key findings and recommendations developed during the Triennial Performance Audit process.
2. TPA Scope and Methodology: Methodology of the review and pertinent background information.
3. TPA Results: In-depth discussion of findings surrounding each of the subsequent elements of the audit:
  - Compliance with statutory and regulatory requirements,
  - Status of prior recommendations,
  - Consistency among reported data,
  - Performance measures and trends,
  - Functional review, and
  - Findings and recommendations.



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## Chapter 3 | Program Compliance

This section examines the Fort Yuma Quechan Indian Tribe’s compliance with the Transportation Development Act as well as relevant sections of the California Code of Regulations. An annual certified fiscal audit confirms TDA funds were apportioned in conformance with applicable laws, rules, and regulations. The Tribe considers full use of funds under California Code of Regulations (CCR) 6754(a) as referring to operating funds but not capital funds. The TPA findings and related comments are delineated in Exhibit 3.1.

The Fort Yuma Quechan Indian Tribe does not use any TDA Article 4 funding for transit and is not statutorily required to be audited, nor has it traditionally been held to the requirements of the TDA. However, the Imperial County Transportation Commission, as the RTPA, requested the Tribe be audited to support a comprehensive and objective review to provide beneficial insights into program performance.

Status of compliance items was determined through discussions with Fort Yuma Quechan Indian Tribe and YCIPTA staff as well as an inspection of relevant documents including the fiscal audits for each year of the triennium, State Controller annual filings, year-end performance reports, and other compliance-related documentation.

One compliance issue was identified for the Fort Yuma Quechan Indian Tribe:

- The FY 2023/24 State Controller Transit Operator Financial Transaction Reports was submitted on February 14, 2025, after the designated deadline.

### Developments Occurring During the Audit Period

For many transit operators in California, recent years have reflected both the acute impacts of and recovery from the COVID-19 pandemic. By the end of FY 2024/25 – even earlier in some cases – most operators had exhausted federal relief funds, even though penalties for non-compliance with farebox recovery ratios continued to be waived. However, the receipt of federal relief funds complicated matters, as they impacted the amount of TDA funding operators were eligible to receive and, in some cases, resulted in over-payments that had to be resolved after the funds were spent. Many operators, even more than five years after the onset of the pandemic, still struggle with ridership that has yet to return to pre-pandemic levels.

California Assembly Bill 90, signed into law on June 29, 2020, provided temporary regulatory relief for transit operators required to conform with Transportation Development Act (TDA) farebox recovery ratio thresholds in FY 2019/20 and FY 2020/21. California Assembly Bill 149, signed into law on July 16, 2021, provided additional regulatory relief by extending the provisions of AB 90 through FY 2022/23 and adjusting definitions of eligible revenues and operating costs. Most recently, California Senate Bill 125, signed into law on July 10, 2023, extended protections provided via earlier legislation through FY 2025/26. While this means the audit period covered by this audit is fully exempt from penalties for non-compliance with the farebox recovery ratio, for example, it also means that transit operators may need to be in compliance by the second year of the next audit period.



While the ability to maintain state mandates and performance measures is important, these measures enabled transit operators to adjust to the impacts of the COVID-19 pandemic while continuing to receive their full allocations of funding under the TDA.

Together, these three pieces of legislation include the following additional provisions specific to transit operator TDA funding under Article 4:

- Prohibits the imposition of the TDA revenue penalty on an operator that did not maintain the required ratio of fare revenues to operating cost from FY 2019/20 through FY 2025/26.
- Expands the definition of “local funds” to enable the use of federal funding to supplement fare revenues and allows operators to calculate free and reduced fares at their actual value.
- Adjusts the definition of operating cost to exclude the cost of ADA paratransit services, demand-response and micro-transit services designed to extend access to service, ticketing/payment systems, security, some pension costs, and some planning costs.
- Allows operators to use STA funds as needed to keep transit service levels from being reduced or eliminated through FY 2025/26.

SB 125 also called for the establishment of the Transit Transformation Task Force to develop policy recommendations aimed at increasing transit ridership and improving the customer experience statewide. In the more than 50 years since the adoption of the Transportation Development Act (TDA), California’s public transportation landscape has evolved significantly. Many transit operators have struggled to meet the farebox recovery ratio requirement, raising questions about whether it remains an appropriate or effective measure of TDA compliance.

In 2018, the chairs of California’s legislative transportation committees asked the California Transit Association to convene a policy task force to examine the TDA. That effort produced a draft framework for reform in early 2020, just prior to the COVID-19 pandemic. The Transit Transformation Task Force released its report in December 2025. While the report includes several recommendations to modernize the TDA – including identifying the farebox recovery ratio and operating cost per hour requirements as outdated and recommending that farebox recovery and cost-inflation penalties be replaced – these proposals represent an initial step rather than immediate policy changes. Achieving the necessary funding and statutory reforms will require sustained advocacy over the coming years.



Exhibit 3.1 Transit Development Act Compliance Requirements

Compliance Element	Reference	Compliance	Comments
State Controller Reports submitted on time.	PUC 99243	Not in compliance	FY 2022/23: January 18, 2024 FY 2023/24: February 14, 2025 FY 2024/25: January 29, 2026
Fiscal and compliance audits submitted within 180 days following the end of the fiscal year (or with up to 90-day extension).	PUC 99245	In compliance	FY 2022/23: November 10, 2023 FY 2023/24: January 27, 2025 FY 2024/25: January 12, 2026
Operator’s terminal rated as satisfactory by CHP within the 13 months prior to each TDA claim.	PUC 99251 B	Not applicable	YCIPTA, as an Arizona-based public transit operator, does not participate in the CHP Transit Operator Compliance Program, in which the CHP conducts inspections within the 13 months prior to each TDA claim.  In lieu of the CHP inspections, YCIPTA has a biennial maintenance audit performed in January and July.
Operator’s claim for TDA funds submitted in compliance with rules and regulations adopted by the RTPA.	PUC 99261	In compliance	
If operator serves urbanized and non-urbanized areas, it has maintained a ratio of fare revenues to operating costs at least equal to the ratio determined by the rules and regulations adopted by the RTPA.	PUC 99270.1	In compliance	Turquoise Route 10 (12%) FY 2022/23: 12.0% FY 2023/24: 12.23% FY 2024/25: 12..0% <i>Source: TDA fiscal audits</i>
Except as otherwise provided, the allocation for any purpose specified under Article 8 may in no year exceed 50% of the amount required to meet the total planning expenditures for that purpose.	PUC 99405	Not applicable	
An operator receiving allocations under Article 8(c) may be subject to regional, countywide, or subarea performance criteria, local match requirements, or fare recovery ratios adopted by resolution of the RTPA.	PUC 99405	Not applicable	
The operator’s definitions of performance measures are consistent with the Public Utilities Code Section 99247.	PUC 99247	In compliance	
The operator does not routinely staff with two or more persons a vehicle for public transportation purposes designed to be operated by one person.	PUC 99264	In compliance	



Compliance Element	Reference	Compliance	Comments
The operator’s operating budget has not increased by more than 15% over the preceding year, nor is there a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities unless the operator has reasonably supported and substantiated the change(s).	PUC 99266	In compliance	FY 2022/23: 17.83% FY 2023/24: 7.04% FY 2024/25: 1.13% <i>Source: SCO reports. The increase in FY 2023 was tied to a renegotiation of the collective bargaining agreement that included a wage increase.</i>
If the operator serves an urbanized area, it has maintained a ratio of fare revenues to operating cost at least equal to one-fifth (20 percent).	PUC 99268.2, 99268.4, 99268.1	Not applicable	
If the operator serves a rural area, it has maintained a ratio of fare revenues to operating cost at least equal to one-tenth (10 percent).	PUC 99268.2, 99268.4, 99268.5	In compliance	Blue Route 5 (10%): FY 2022/23: 10.01% FY 2023/24: 10.0% FY 2024/25: 10.01% <i>Source: TDA fiscal audits</i>
For a claimant that provides only services to elderly and handicapped persons, the ratio of fare revenues to operating cost shall be at least 10 percent.	PUC 99268.5, CCR 6633.5	Not applicable	
The current cost of the operator’s retirement system is fully funded with respect to the officers and employees of its public transportation system, or the operator is implementing a plan approved by the RTPA, which will fully fund the retirement system for 40 years.	PUC 99271	In compliance	YCIPTA contracts with a private provider for operations, while YCIPTA contributes to a cost-sharing multiple-employer defined benefit pension administered by the Arizona State Retirement System. The Quechan Indian Tribe contributes to its employees’ retirement through its own designated plans.
If the operator receives State Transit Assistance funds, the operator makes full use of funds available to it under the Urban Mass Transportation Act of 1964 before TDA claims are granted.	CCR 6754 (a) (3)	Not applicable	YCIPTA and the Quechan Indian Tribe do not receive State Transit Assistance funds.
In order to use State Transit Assistance funds for operating assistance, the operator’s total operating cost per revenue hour does not exceed the sum of the preceding year’s total plus an amount equal to the product of the percentage change in the CPI for the same period multiplied by the preceding year’s total operating cost per revenue hour. An operator may qualify based on the preceding year’s operating cost per revenue hour or the average of the three prior years. If an operator does not meet these qualifying tests, the operator may only use STA funds for operating purposes according to a sliding scale.	PUC 99314.6	Not applicable	YCIPTA and the Quechan Indian Tribe do not receive State Transit Assistance funds.



Compliance Element	Reference	Compliance	Comments
<p>For an operator qualifying under PUC 99268.1, the funds received from the local transportation fund under Article 4 shall not exceed 50 percent of the amount that is the sum of the operator's operating cost, capital requirements, and debt service requirements less the sum of the operator's revenues from federal grants and the state transit assistance fund.</p> <p>The operator may receive from the local transportation fund up to 100 percent, rather than 50 percent, of the amount representing the operating cost of an extension of its public transportation system if the extension is within the definition of Section 6619.1 and if all the conditions of Section 6633.8 are met.</p>	CCR 6633.1	Not applicable	
<p>A transit claimant is precluded from receiving monies from the Local Transportation Fund and the State Transit Assistance Fund in an amount which exceeds the claimant's capital and operating costs less the actual amount of fares received, the amount of local support required to meet the fare ratio, the amount of federal operating assistance, and the amount received during the year from a city or county to which the operator has provided services beyond its boundaries.</p>	CCR 6634	In compliance	



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## Chapter 4 | Prior Recommendations

This section reviews and evaluates the implementation of prior Triennial Performance Audit recommendations. This objective assessment provides assurance the Fort Yuma Quechan Indian Tribe has made quantifiable progress toward improving both the efficiency and effectiveness of its public transit program.

The prior audit – completed in June 2023 by Moore & Associates, Inc. for the three fiscal years ending June 30, 2022 – included no recommendations.



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## Chapter 5 | Data Reporting Analysis

An important aspect of the Triennial Performance Audit process is assessing how effectively and consistently the transit operator reports performance statistics to local, state, and federal agencies. Often as a condition of receipt of funding, an operator must collect, manage, and report data to different entities. Ensuring such data are consistent can be challenging given the differing definitions employed by different agencies as well as the varying reporting timeframes. This chapter examines the consistency of performance data reported by the Fort Yuma Quechan Indian Tribe, YCIPTA, and YCAT internally as well as to outside entities during the audit period.

Overall, data reported in the various reports examined during this audit were very consistent. No issues were identified.

Exhibit 5.1 Data Reporting Comparison

Performance Measure	System-Wide		
	FY 2022/23	FY 2023/24	FY 2024/25
<b>Operating Cost (Actual \$)</b>			
<i>TDA fiscal audit</i>	\$579,182	\$646,156	\$635,387
<i>Monthly Performance Reports</i>	\$579,182	\$629,532	\$635,388
<i>State Controller Report</i>	\$579,182	\$646,156	\$635,387
<b>Fare Revenue (Actual \$)</b>			
<i>TDA fiscal audit</i>	\$16,892	\$22,114	\$21,028
<i>Monthly Performance Reports</i>	\$16,892	\$22,114	\$21,028
<i>State Controller Report</i>	\$16,892	\$22,114	\$21,028
<b>Vehicle Service Hours (VSH)</b>			
<i>Monthly Performance Reports</i>	3,948	3,937	3,975
<i>State Controller Report</i>	3,947	4,301	3,976
<b>Vehicle Service Miles (VSM)</b>			
<i>Monthly Performance Reports</i>	112,247	111,724	112,613
<i>State Controller Report</i>	112,247	111,724	112,613
<b>Passengers</b>			
<i>Monthly Performance Reports</i>	16,022	18,459	17,695
<i>State Controller Report</i>	16,032	18,459	17,695
<b>Full-Time Equivalent Employees</b>			
<i>State Controller Report</i>	2	2	2
<i>Per TDA methodology</i>	2	2	2



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## Chapter 6 | Performance Analysis

Performance indicators are typically employed to quantify and assess the efficiency of a transit operator's activities. Such indicators provide insight into current operations as well as trend analysis of operator performance. Through a review of indicators, relative performance as well as possible inter-relationships between major functions is revealed.

The Transportation Development Act (TDA) requires recipients of TDA funding to track and report five performance indicators:

- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile, and
- Vehicle Service Hours/Employee.

To assess the validity and use of performance indicators, the audit team performed the following activities:

- Assessed internal controls in place for the collection of performance-related information,
- Validated collection methods of key data,
- Calculated performance indicators, and
- Evaluated performance indicators.

The procedures used to calculate TDA-required performance measures for the current triennium were verified and compared with indicators included in similar reports to external entities (i.e., State Controller and Federal Transit Administration).

### Operating Cost

The Transportation Development Act requires an operator to track and report transit-related costs reflective of the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation. The most common method for ensuring this occurs is through a compliance audit report prepared by an independent auditor in accordance with California Code of Regulations Section 6667<sup>1</sup>. The annual independent financial audit should confirm the use of the Uniform System of Accounts and Records. *Operating cost* – as defined by PUC Section 99247(a) – excluded the following during the audit period<sup>2</sup>:

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<sup>1</sup> CCR Section 6667 outlines the minimum tasks which must be performed by an independent auditor in conducting the annual fiscal and compliance audit of the transit operator.

<sup>2</sup> Given the passage of AB 149, the list of excluded costs will be expanded beginning with FY 2021/22.



- Cost in the depreciation and amortization expense object class adopted by the State Controller pursuant to PUC Section 99243,
- Subsidies for commuter rail services operated under the jurisdiction of the Interstate Commerce Commission,
- Direct costs of providing charter service, and
- Vehicle lease costs.

### Vehicle Service Hours and Miles

*Vehicle Service Hours* (VSH) and *Miles* (VSM) are defined as the time/distance during which a revenue vehicle is available to carry fare-paying passengers, and which includes only those times/miles between the time or scheduled time of the first passenger pickup and the time or scheduled time of the last passenger drop-off during a period of the vehicle's continuous availability.<sup>3</sup> For example, demand-response service hours include those hours when a vehicle has dropped off a passenger and is traveling to pick up another passenger, but not those hours when the vehicle is unavailable for service due to driver breaks or lunch. For both demand-response and fixed-route services, service hours will exclude hours of "deadhead" travel to the first scheduled pick-up, and will also exclude hours of "deadhead" travel from the last scheduled drop-off back to the terminal. For fixed-route service, a vehicle is in service from first scheduled stop to last scheduled stop, whether or not passengers board or exit at those points (i.e., subtracting driver lunch and breaks but including scheduled layovers).

### Passenger Counts

According to the Transportation Development Act, *total passengers* is equal to the total number of unlinked trips (i.e., those trips that are made by a passenger that involve a single boarding and departure), whether revenue-producing or not.

### Employees

*Employee hours* is defined as the total number of hours (regular or overtime) which all employees have worked, and for which they have been paid a wage or salary. The hours must include transportation system-related hours worked by persons employed in connection with the system (whether or not the person is employed directly by the operator). Full-Time Equivalent (FTE) is calculated by dividing the number of person-hours by 2,000.

### Fare Revenue

*Fare revenue* is defined by California Code of Regulations Section 6611.2 as revenue collected from the farebox plus sales of fare media. Given other revenues may be added to fare revenue for the calculation of the farebox recovery ratio, the Farebox Recovery cited within this section is not necessarily consistent with the farebox recovery ratio used for compliance determination in Chapter 4.

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<sup>3</sup> A vehicle is considered to be in revenue service despite a no-show or late cancellation if the vehicle remains available for passenger use.



### TDA Required Indicators

To calculate the TDA indicators for transit services funded by the Fort Yuma Quechan Indian Tribe, the following sources were employed:

- Operating Cost was not independently calculated as part of this audit. Operating Cost data were obtained via State Controller Reports for each fiscal year covered by this audit. Operating Cost from the reports was compared against that reported in the Quechan Tribe’s audited financial reports and appeared to be consistent with TDA guidelines. In accordance with PUC Section 99247(a), the reported costs excluded depreciation and other allowable expenses.
- Fare Revenue was not independently calculated as part of this audit. Fare revenue data were obtained via State Controller Reports for each fiscal year covered by this audit. This appears to be consistent with TDA guidelines as well as the uniform system of accounts.
- Vehicle Service Hours (VSH) data were obtained via monthly performance reports for each fiscal year covered by this audit. The calculation methodology is consistent with PUC guidelines.
- Vehicle Service Miles (VSM) data were obtained via monthly performance reports for each fiscal year covered by this audit. The calculation methodology is consistent with PUC guidelines.
- Unlinked trip data were obtained via monthly performance reports for each fiscal year covered by this audit. The calculation methodology is consistent with PUC guidelines.
- Full-Time Equivalent (FTE) data were obtained from State Controller Reports for each fiscal year covered by this review. Use of the TDA definition regarding FTE calculation was confirmed.

### System Performance Trends

System-wide, operating cost experienced a net 9.7 percent increase during the audit period, and a 41.2 percent net increase across the last six years. Fare revenue fluctuated during the six-year period, with most of the decline (92.2 percent) occurring in FY 2020/21. This resulted in a net 24.5 percent increase during the audit period and a 21 percent increase across the past six years.

Vehicle service hours (VSH) increased every year with the exceptions of slight decreases in FY 2020/21 and FY 2023/24. This resulted in a net 0.7 percent increase during the audit period and a net 8.5 percent increase during the six-year period. Vehicle service miles (VSM) experienced an overall net increase of 0.3 percent during the audit period and 12.2 percent over the six-year period. Ridership increased two years of the three-year audit period, with significant declines occurring during the prior audit period. Ridership experienced a 10.4 percent increase during the audit period, and a 6.4 percent net decrease across the six-year period.

Cost-related metrics typically provide an indicator of a system’s efficiency, while passenger-related metrics offer insight into its productivity. Improvements are characterized by increases in passenger-related metrics and decreases in cost-related metrics. With the exception of operating cost per passenger, cost-related metrics increased during the audit period. Passenger-related metrics rose during the audit period, with passengers per VSH increasing 9.7 percent and passengers per VSM increasing 10.1 percent.



Exhibit 6.1 System Performance Indicators

Performance Measure	System-wide					
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
<b>Operating Cost (Actual \$)</b>	\$450,096	\$443,965	\$474,438	\$579,182	\$629,532	\$635,388
<i>Annual Change</i>		-1.4%	6.9%	22.1%	8.7%	0.9%
<b>Fare Revenue (Actual \$)</b>	\$17,381	\$1,348	\$15,257	\$16,892	\$22,114	\$21,028
<i>Annual Change</i>		-92.2%	1031.8%	10.7%	30.9%	-4.9%
<b>Vehicle Service Hours (VSH)</b>	3,663	3,327	3,930	3,948	3,937	3,975
<i>Annual Change</i>		-9.2%	18.1%	0.5%	-0.3%	1.0%
<b>Vehicle Service Miles (VSM)</b>	100,332	96,463	111,321	112,247	111,724	112,613
<i>Annual Change</i>		-3.9%	15.4%	0.8%	-0.5%	0.8%
<b>Passengers</b>	18,904	15,301	13,448	16,022	18,459	17,695
<i>Annual Change</i>		-19.1%	-12.1%	19.1%	15.2%	-4.1%
<b>Employees</b>	2	2	2	2	2	2
<i>Annual Change</i>		0.0%	0.0%	0.0%	0.0%	0.0%
<b>Performance Indicators</b>						
<b>Operating Cost/VSH (Actual \$)</b>	\$122.89	\$133.43	\$120.73	\$146.71	\$159.89	\$159.83
<i>Annual Change</i>		8.6%	-9.5%	21.5%	9.0%	0.0%
<b>Operating Cost/Passenger (Actual \$)</b>	\$23.81	\$29.02	\$35.28	\$36.15	\$34.10	\$35.91
<i>Annual Change</i>		21.9%	21.6%	2.5%	-5.7%	5.3%
<b>Passengers/VSH</b>	5.16	4.60	3.42	4.06	4.69	4.45
<i>Annual Change</i>		-10.9%	-25.6%	18.6%	15.5%	-5.1%
<b>Passengers/VSM</b>	0.19	0.16	0.12	0.14	0.17	0.16
<i>Annual Change</i>		-15.8%	-23.8%	18.2%	15.7%	-4.9%
<b>Farebox Recovery</b>	3.9%	0.3%	3.2%	2.9%	3.5%	3.3%
<i>Annual Change</i>		-92.1%	959.1%	-9.3%	20.4%	-5.8%
<b>Hours/Employee</b>	1,831.3	1,663.6	1,964.9	1,973.9	1,968.7	1,987.7
<i>Annual Change</i>		-9.2%	18.1%	0.5%	-0.3%	1.0%
<b>TDA Non-Required Indicators</b>						
<b>Operating Cost/VSM</b>	\$4.49	\$4.60	\$4.26	\$5.16	\$5.63	\$5.64
<i>Annual Change</i>		2.6%	-7.4%	21.1%	9.2%	0.1%
<b>VSM/VSH</b>	27.39	28.99	28.33	28.43	28.38	28.33
<i>Annual Change</i>		5.8%	-2.3%	0.4%	-0.2%	-0.2%
<b>Fare/Passenger</b>	\$0.92	\$0.09	\$1.13	\$1.05	\$1.20	\$1.19
<i>Annual Change</i>		-90.4%	1187.8%	-7.1%	13.6%	-0.8%

Sources: FY 2019/20 – FY 2021/22 data from prior Triennial Performance Audit; FY 2022/23 - FY 2024/25 data from Monthly Performance Reports; and FTE data from State Controller Reports.



Exhibit 6.2 System Ridership

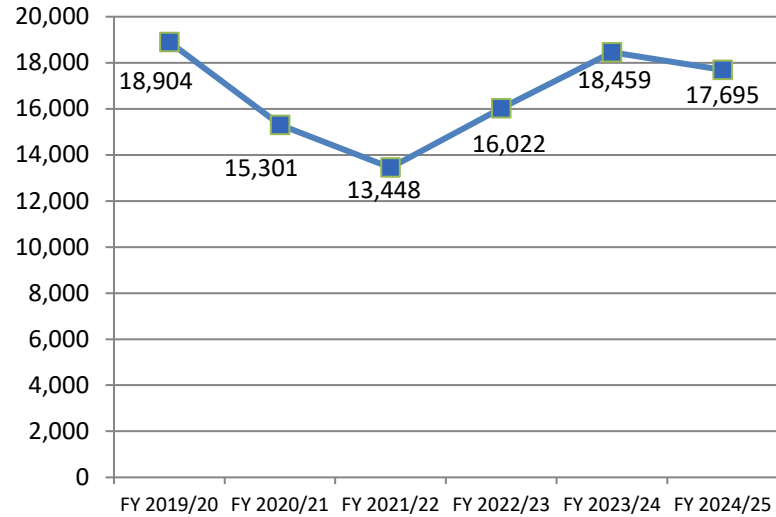


Exhibit 6.3 System Operating Cost/VS<sub>H</sub>

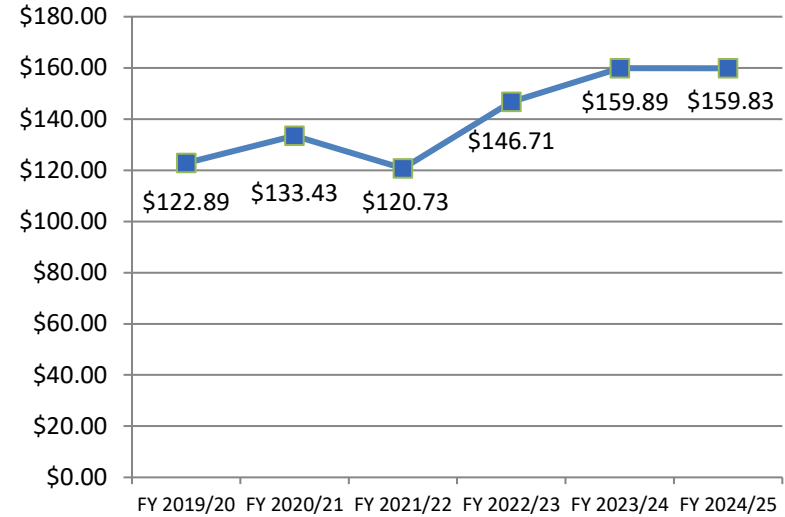


Exhibit 6.4 System Operating Cost/VSM

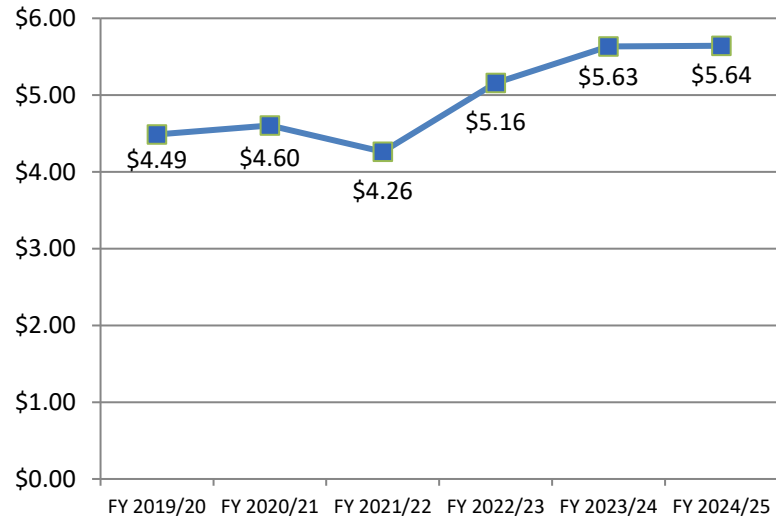


Exhibit 6.5 System VSM/VS<sub>H</sub>

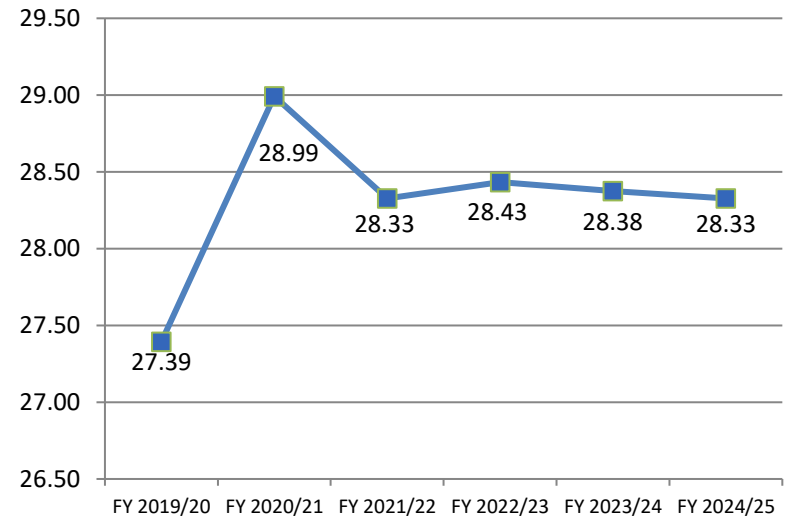




Exhibit 6.6 System Operating Cost/Passenger

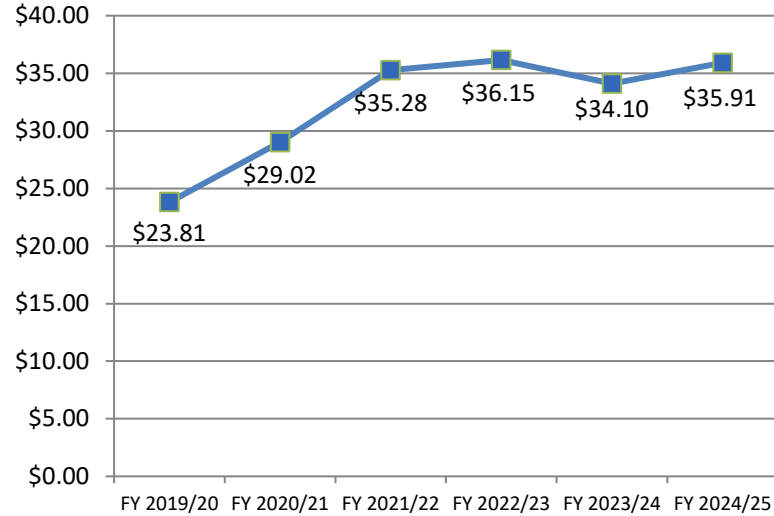


Exhibit 6.7 System Passengers/VSH

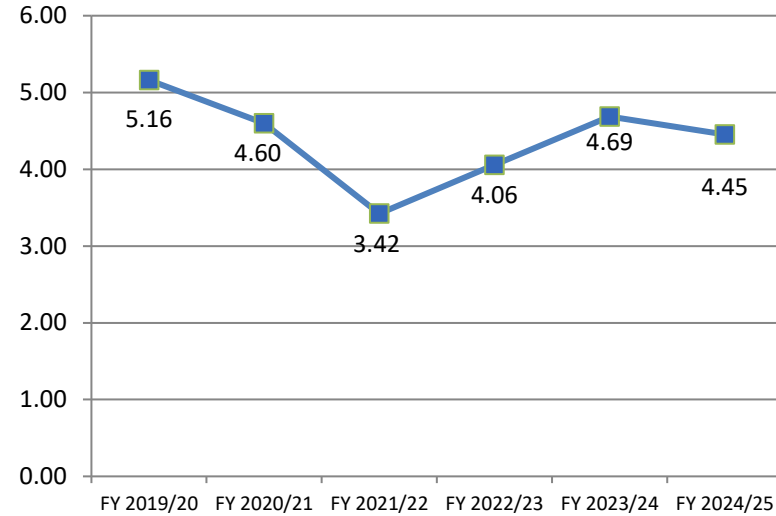


Exhibit 6.8 System Passengers/VSM

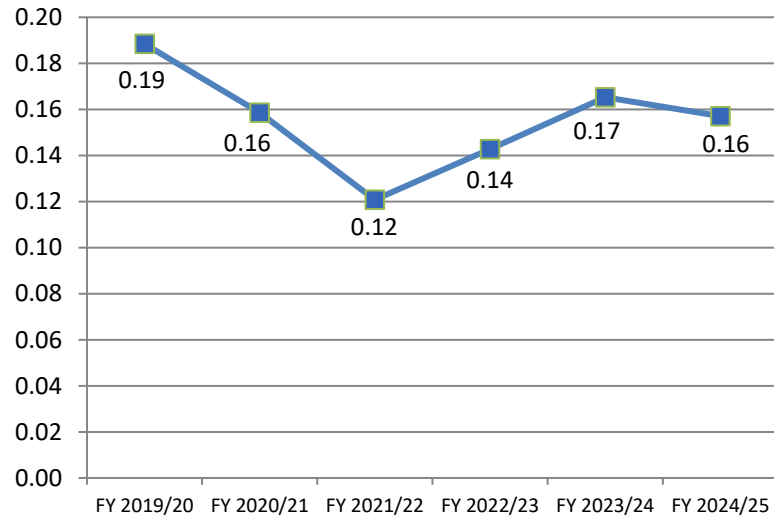


Exhibit 6.9 System VSH/FTE

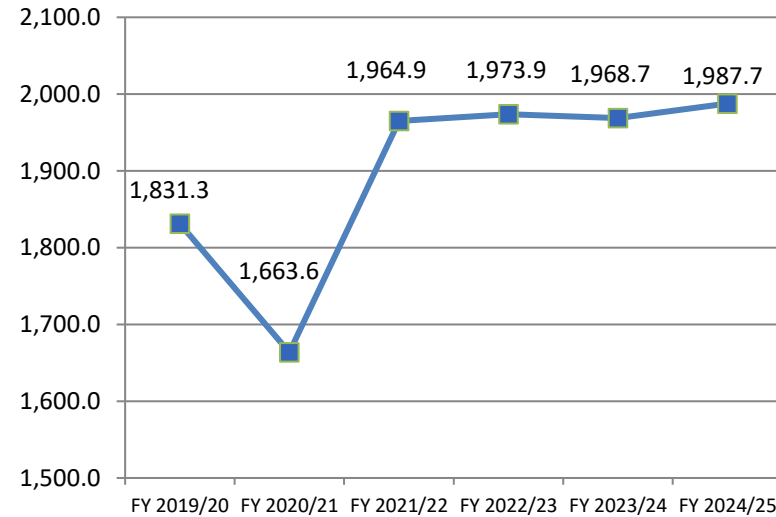




Exhibit 6.10 System Farebox Recovery

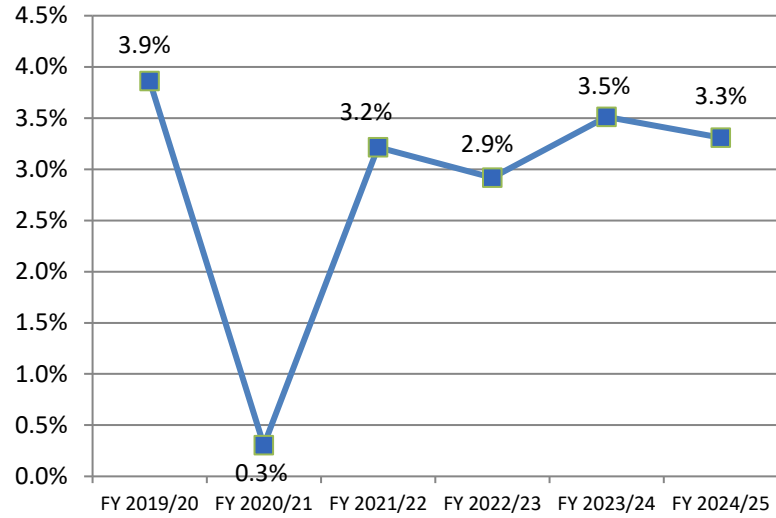
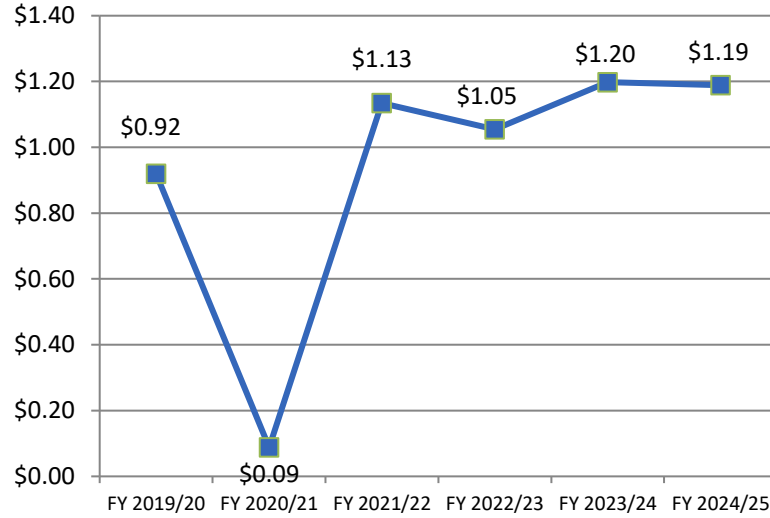


Exhibit 6.11 System Fare/Passenger





### Route 5 Performance Trends

Route 5 operating costs increased every year of the audit period, resulting in a 10.4 percent increase during the audit period and a net 41.8 percent increase across the past six years. Fare revenue increased every year after FY 2020/21 until FY 2024/25. This resulted in a net 19 percent net increase during the audit period, and a 15.1 percent net increase over the six-year period.

Route 5 vehicle service hours increased every year with the exceptions of FY 2020/21 and FY 2023/24. This resulted in a net 10.7 percent increase across the six-year period, and a net 0.3 percent increase during the audit period. Vehicle service miles followed a similar pattern, resulting in a 17.5 percent net increase during the six-year period and virtually no change across the audit period. Ridership declined every year except FY 2022/23 and FY 2023/24. The most significant decrease occurring in FY 2020/21 (20.7 percent). Ultimately ridership experienced a net increase of 6.0 percent during the audit period, but a net 9.8 percent decrease across the six-year period.

Cost-related metrics increased during the audit period. Passenger-related productivity metrics (passengers per VSH and passengers per VSM) saw increases of 5.7 percent and 5.9 percent, respectively.



Exhibit 6.12 Route 5 Performance Indicators

Performance Measure	Route 5					
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
<b>Operating Cost (Actual \$)</b>	\$351,057	\$345,514	\$342,934	\$450,889	\$492,634	\$497,972
<i>Annual Change</i>		-1.6%	-0.7%	31.5%	9.3%	1.1%
<b>Fare Revenue (Actual \$)</b>	\$13,723	\$1,013	\$12,164	\$13,268	\$17,138	\$15,795
<i>Annual Change</i>		-92.6%	1100.8%	9.1%	29.2%	-7.8%
<b>Vehicle Service Hours (VSH)</b>	2,810	2,490	3,085	3,102	3,097	3,110
<i>Annual Change</i>		-11.4%	23.9%	0.6%	-0.2%	0.4%
<b>Vehicle Service Miles (VSM)</b>	64,091	59,612	74,410	75,280	75,096	75,304
<i>Annual Change</i>		-7.0%	24.8%	1.2%	-0.2%	0.3%
<b>Passengers</b>	16,665	13,211	11,849	14,184	15,971	15,032
<i>Annual Change</i>		-20.7%	-10.3%	19.7%	12.6%	-5.9%
<b>Performance Indicators</b>						
<b>Operating Cost/VSH (Actual \$)</b>	\$124.94	\$138.74	\$111.16	\$145.35	\$159.09	\$160.12
<i>Annual Change</i>		11.0%	-19.9%	30.8%	9.5%	0.6%
<b>Operating Cost/Passenger (Actual \$)</b>	\$21.07	\$26.15	\$28.94	\$31.79	\$30.85	\$33.13
<i>Annual Change</i>		24.2%	10.7%	9.8%	-3.0%	7.4%
<b>Passengers/VSH</b>	5.93	5.30	3.84	4.57	5.16	4.83
<i>Annual Change</i>		-10.6%	-27.6%	19.0%	12.8%	-6.3%
<b>Passengers/VSM</b>	0.26	0.22	0.16	0.19	0.21	0.20
<i>Annual Change</i>		-14.8%	-28.1%	18.3%	12.9%	-6.1%
<b>Farebox Recovery</b>	3.9%	0.3%	3.5%	2.9%	3.5%	3.2%
<i>Annual Change</i>		-92.5%	1109.8%	-17.0%	18.2%	-8.8%
<b>TDA Non-Required Indicators</b>						
<b>Operating Cost/VSM</b>	\$5.48	\$5.80	\$4.61	\$5.99	\$6.56	\$6.61
<i>Annual Change</i>		5.8%	-20.5%	30.0%	9.5%	0.8%
<b>VSM/VSH</b>	22.81	23.94	24.12	24.27	24.25	24.21
<i>Annual Change</i>		4.9%	0.8%	0.6%	-0.1%	-0.2%
<b>Fare/Passenger</b>	\$0.82	\$0.08	\$1.03	\$0.94	\$1.07	\$1.05
<i>Annual Change</i>		-90.7%	1238.8%	-8.9%	14.7%	-2.1%

Sources: FY 2019/20 – FY 2021/22 data from prior Triennial Performance Audit; FY 2022/23 - FY 2024/25 data from Monthly Performance Reports; and FTE data from State Controller Reports.



Exhibit 6.13 Route 5 Ridership

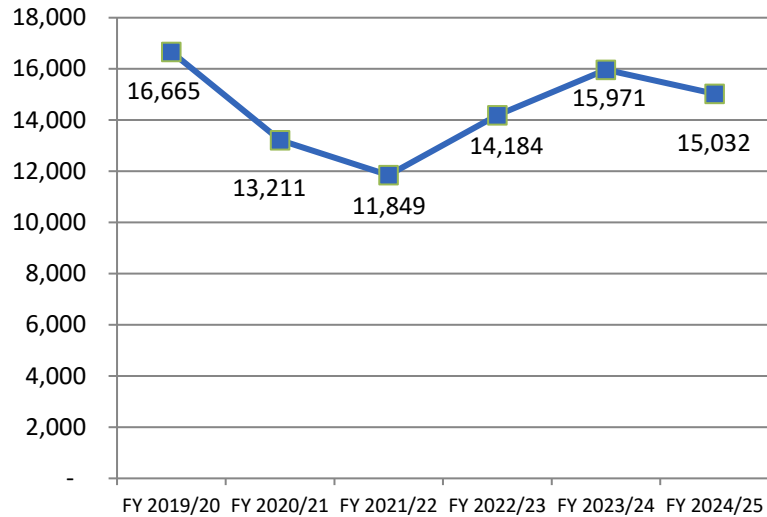


Exhibit 6.14 Route 5 Operating Cost/VSH

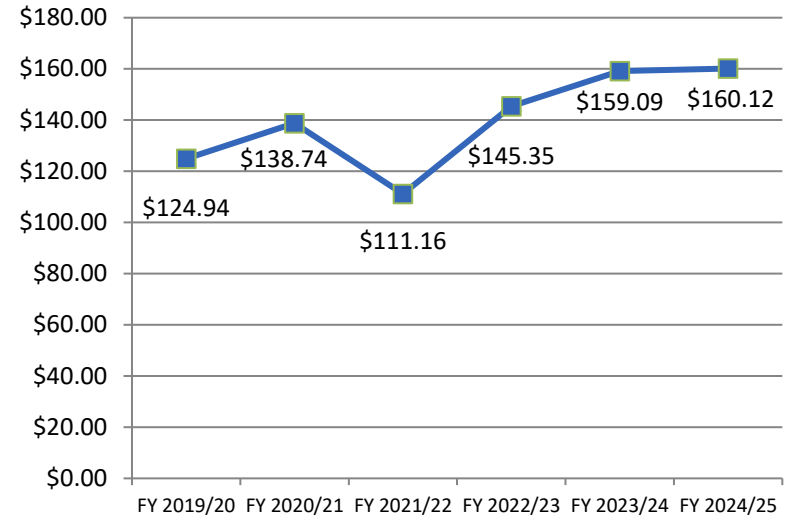


Exhibit 6.15 Route 5 Operating Cost/VSM

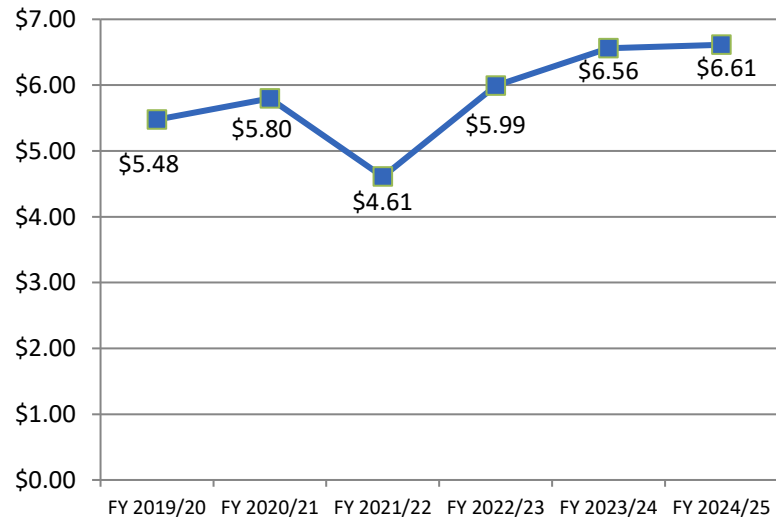


Exhibit 6.16 Route 5 VSM/VSH

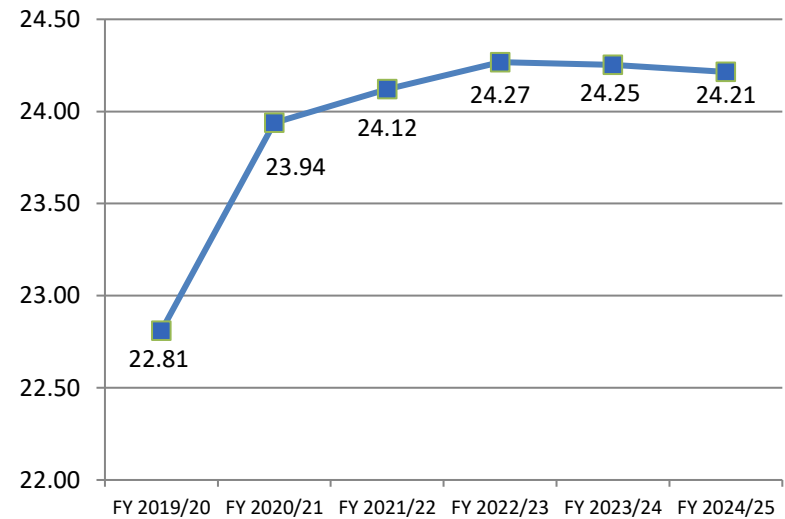




Exhibit 6.17 Route 5 Operating Cost/Passenger

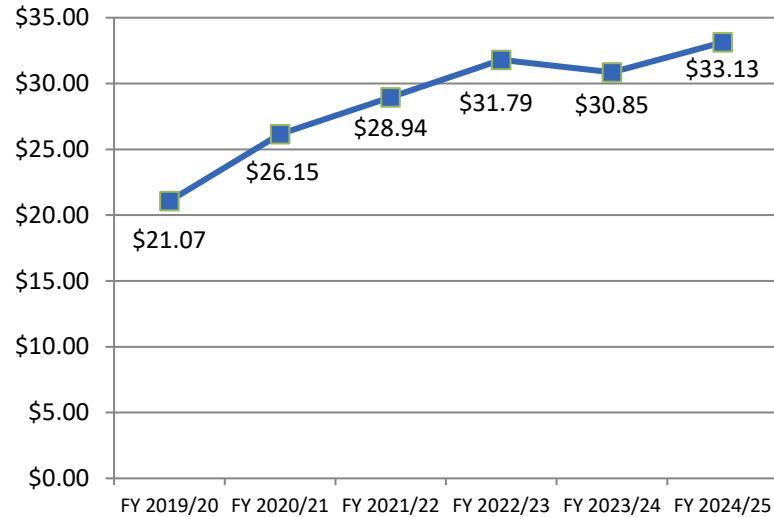


Exhibit 6.18 Route 5 Passengers/VSH

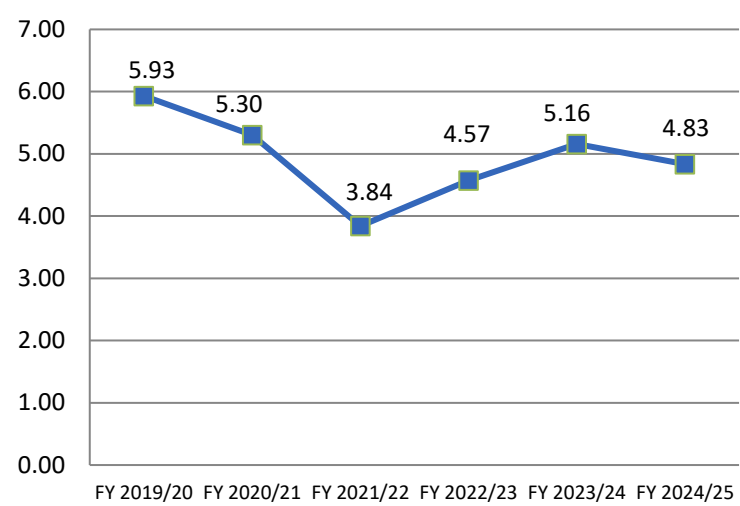


Exhibit 6.19 Route 5 Passengers/VSM

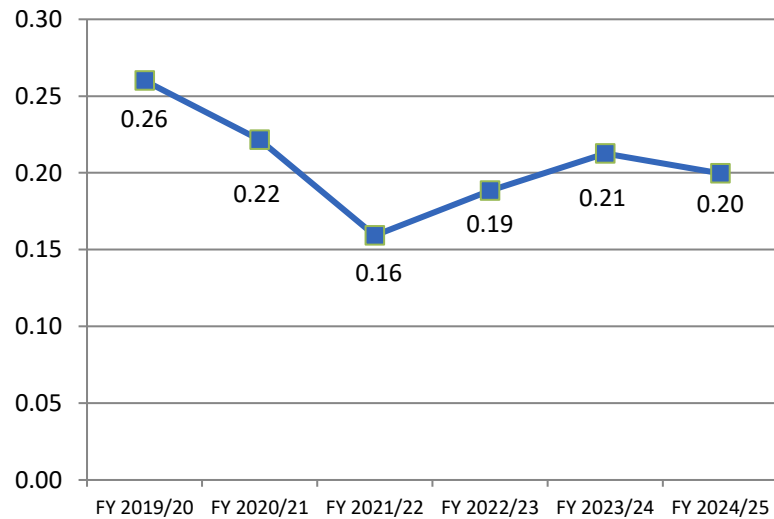


Exhibit 6.20 Route 5 Farebox Recovery

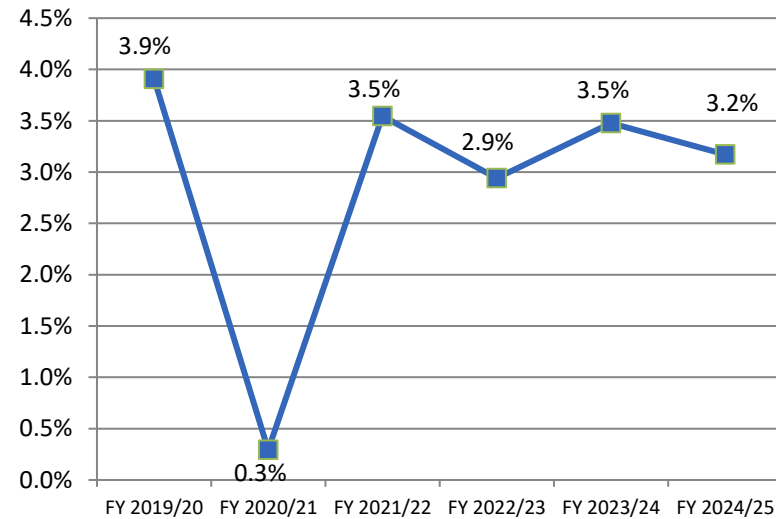
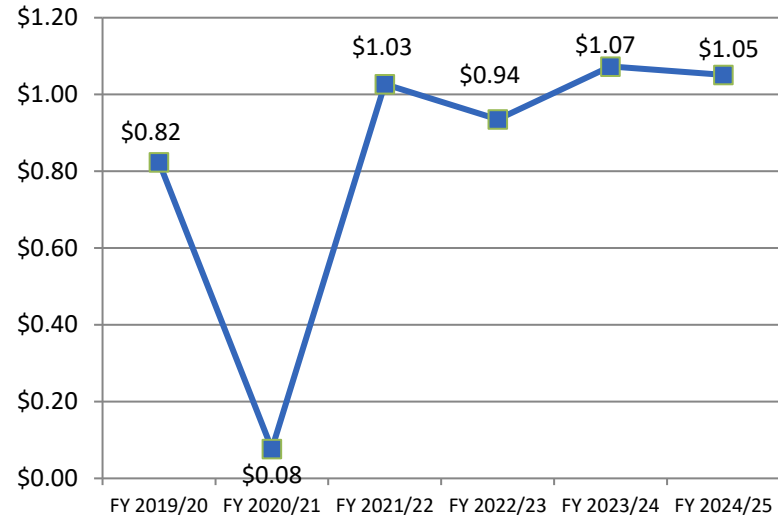




Exhibit 6.21 Route 5 Fare/Passenger





### Route 10 Performance Trends

Route 10 operating cost experienced a net 7.1 percent increase during the audit period, and a net 38.7 percent increase across the last six years. Fare revenue increased every year during the six-year period, with the exception of FY 2020/21. This resulted in a 44.4 increase during the audit period.

Route 10 vehicle service hours (VSH) increased slightly during the audit period, resulting in a 2.3 percent net increase during the audit period and a 1.5 percent increase during the past six years. Vehicle service miles (VSM) increased every year except FY 2023/24, resulting in a net 0.9 percent increase during the audit period and a net 2.9 percent increase during the six-year period. Ridership decreased the FY 2020/21 and FY 2021/22 before increasing every year of the audit period. Ridership experienced a net 44.9 percent increase during the audit period.

Cost-related metrics with the exception of operating cost per passenger rose during the audit period, with operating cost per VSH increasing 4.7 percent and operating cost per VSM increasing 6.1 percent during the audit period. Operating cost per passenger decreased 26.1 percent. Passenger-related metrics rose during the audit period, with passengers per VSH increasing by 41.6 percent and passengers per VSM increasing by 43.6 percent.



Exhibit 6.22 Route 10 Performance Indicators

Performance Measure	Route 10					
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
<b>Operating Cost (Actual \$)</b>	\$99,039	\$98,450	\$131,504	\$128,293	\$136,898	\$137,415
<i>Annual Change</i>		-0.6%	33.6%	-2.4%	6.7%	0.4%
<b>Fare Revenue (Actual \$)</b>	\$3,658	\$335	\$3,093	\$3,624	\$4,976	\$5,233
<i>Annual Change</i>		-90.8%	823.3%	17.2%	37.3%	5.2%
<b>Vehicle Service Hours (VSH)</b>	853	837	845	846	841	866
<i>Annual Change</i>		-1.9%	0.9%	0.1%	-0.6%	2.9%
<b>Vehicle Service Miles (VSM)</b>	36,241	36,851	36,911	36,967	36,628	37,309
<i>Annual Change</i>		1.7%	0.2%	0.2%	-0.9%	1.9%
<b>Passengers</b>	2,239	2,090	1,599	1,838	2,488	2,663
<i>Annual Change</i>		-6.7%	-23.5%	14.9%	35.4%	7.0%
<b>Performance Indicators</b>						
<b>Operating Cost/VSH (Actual \$)</b>	\$116.13	\$117.64	\$155.66	\$151.70	\$162.80	\$158.77
<i>Annual Change</i>		1.3%	32.3%	-2.5%	7.3%	-2.5%
<b>Operating Cost/Passenger (Actual \$)</b>	\$44.23	\$47.11	\$82.24	\$69.80	\$55.02	\$51.60
<i>Annual Change</i>		6.5%	74.6%	-15.1%	-21.2%	-6.2%
<b>Passengers/VSH</b>	2.63	2.50	1.89	2.17	2.96	3.08
<i>Annual Change</i>		-4.9%	-24.2%	14.8%	36.1%	4.0%
<b>Passengers/VSM</b>	0.06	0.06	0.04	0.05	0.07	0.07
<i>Annual Change</i>		-8.2%	-23.6%	14.8%	36.6%	5.1%
<b>Farebox Recovery</b>	3.7%	0.3%	2.4%	2.8%	3.6%	3.8%
<i>Annual Change</i>		-90.8%	591.2%	20.1%	28.7%	4.8%
<b>TDA Non-Required Indicators</b>						
<b>Operating Cost/VSM</b>	\$2.73	\$2.67	\$3.56	\$3.47	\$3.74	\$3.68
<i>Annual Change</i>		-2.2%	33.4%	-2.6%	7.7%	-1.5%
<b>VSM/VSH</b>	42.50	44.03	43.69	43.71	43.56	43.11
<i>Annual Change</i>		3.6%	-0.8%	0.0%	-0.4%	-1.0%
<b>Fare/Passenger</b>	\$1.63	\$0.16	\$1.93	\$1.97	\$2.00	\$1.97
<i>Annual Change</i>		-90.2%	1106.8%	1.9%	1.4%	-1.7%

Sources: FY 2019/20 – FY 2021/22 data from prior Triennial Performance Audit; FY 2022/23 - FY 2024/25 data from Monthly Performance Reports; and FTE data from State Controller Reports.



Exhibit 6.23 Route 10 Ridership

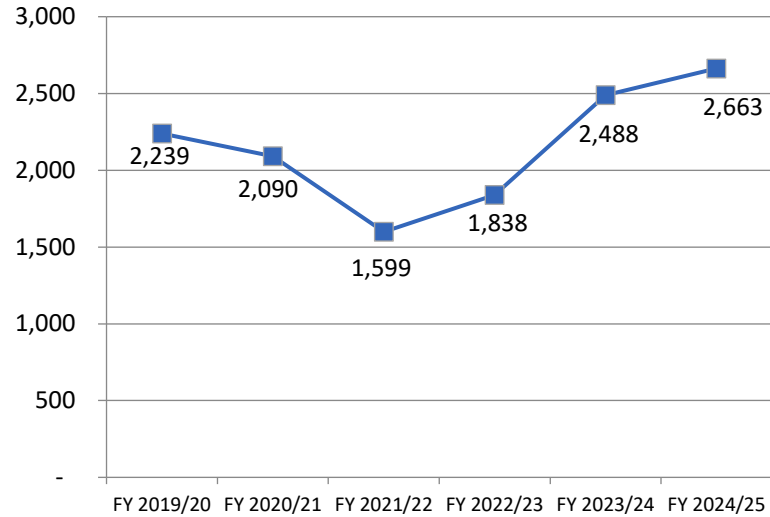


Exhibit 6.24 Route 10 Operating Cost/VSH

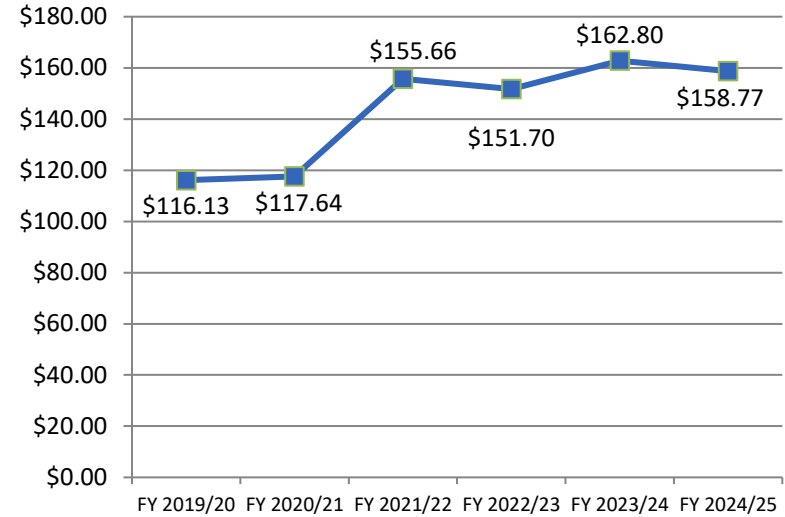


Exhibit 6.25 Route 10 Operating Cost/VSM

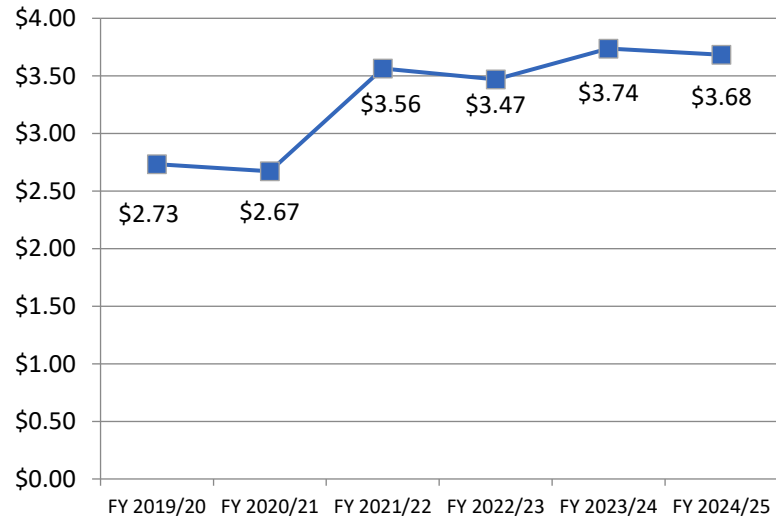


Exhibit 6.26 Route 10 VSM/VSH

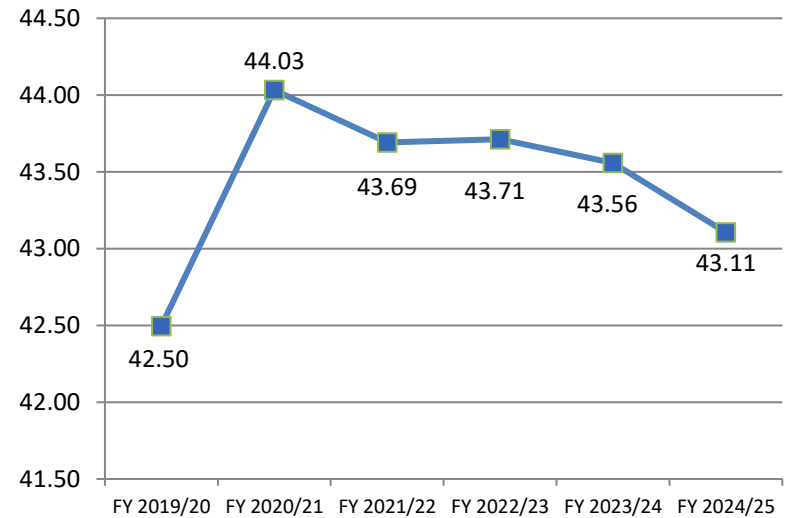




Exhibit 6.27 Route 10 Operating Cost/Passenger

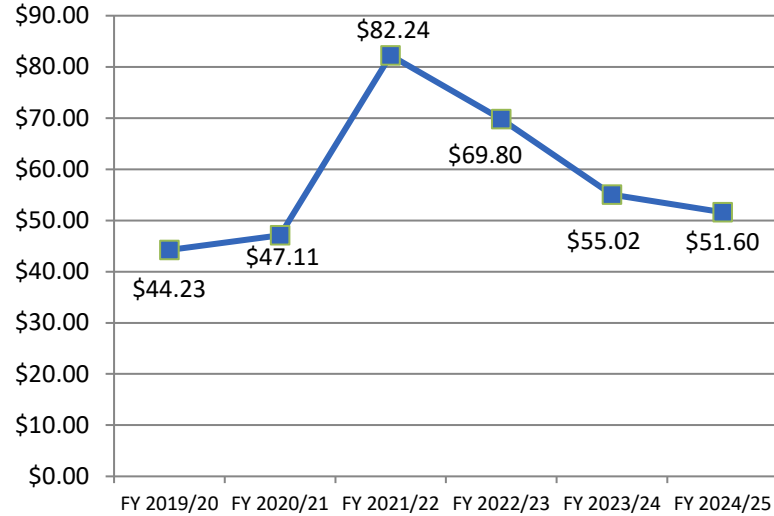


Exhibit 6.28 Route 10 Passengers/VSH

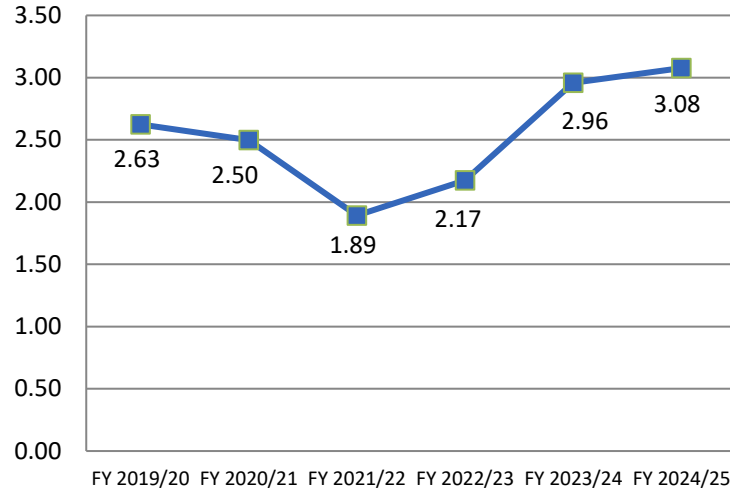


Exhibit 6.29 Route 10 Passengers/VSM

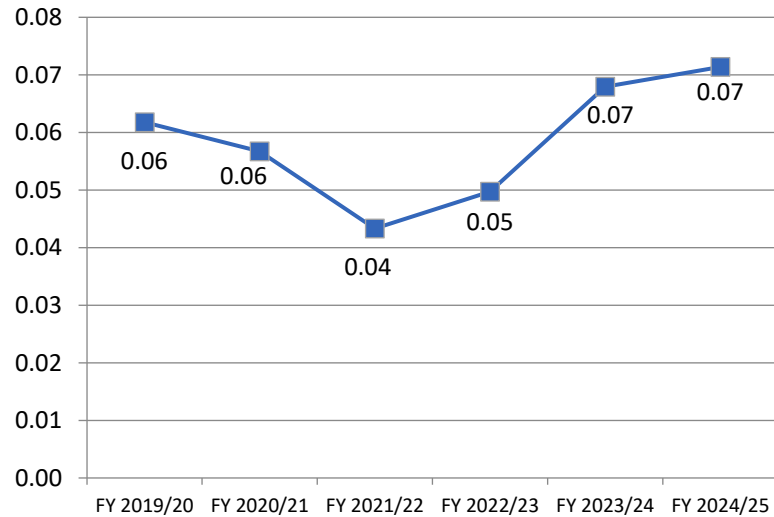


Exhibit 6.30 Route 10 Farebox Recovery

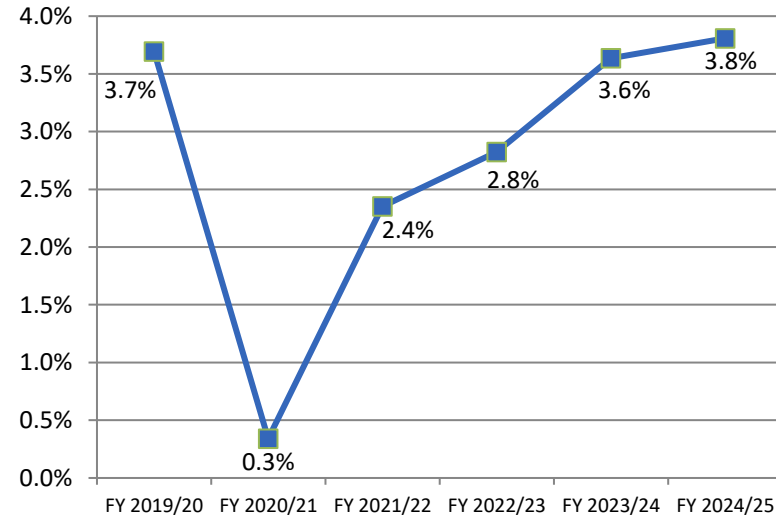
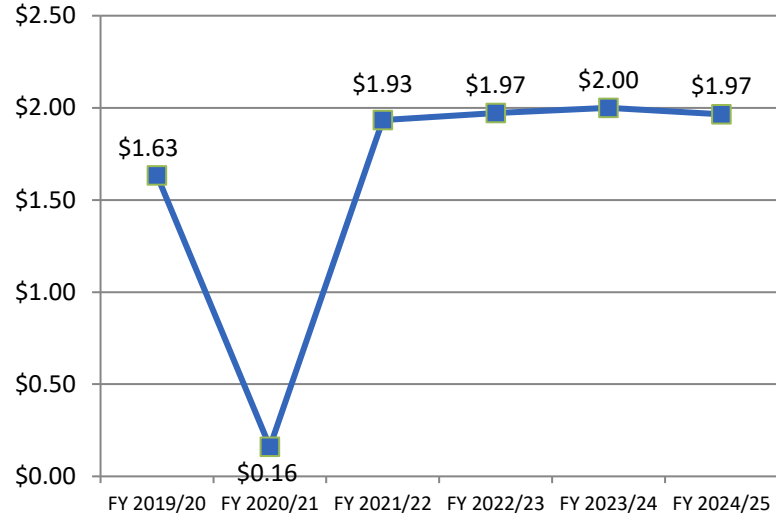




Exhibit 6.31 Route 10 Fare/Passenger





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## Chapter 7 | Functional Review

A functional review of the Fort Yuma Quechan Indian Tribe’s public transit program is intended to assess the effectiveness and efficiency of the operator. Following a general summary of the transit services funded by the Tribe, this chapter addresses seven functional areas. The list, taken from Section III of the *Performance Audit Guidebook* published by Caltrans, reflects those transit services provided by the Tribe through its partnership with YCIPTA:

- General management and organization;
- Service planning;
- Administration;
- Marketing and public information;
- Scheduling, dispatch, and operations;
- Personnel management and training; and
- Maintenance.

### Service Overview

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) operates the Yuma County Area Transit (YCAT) service in Yuma, Arizona. In partnership with the Fort Yuma Quechan Indian Tribe, which is located in California and receives TDA funding, YCAT operates two routes serving Imperial County. The Blue Route (Route 5) originates in Yuma and serves the Quechan Casino Resort in California, with limited service to the Andrade Port of Entry. The Turquoise Route (Route 10) originates in Yuma and travels to El Centro via Interstate 8.

Exhibit 7.1 YCAT Blue Route 5 – Quechan Shuttle



Exhibit 7.2 YCAT Turquoise Route 10 – Interstate 8/El Centro/Yuma





Service on the Blue Route operates hourly between 7:25 a.m. and 6:17 p.m., Monday through Friday. Saturday service operates from 9:25 a.m. to 4:17 p.m. Service on the Turquoise Route operates on Monday, Wednesday, and Friday only. In the winter, it departs Yuma at 8:30 a.m. and 2:30 p.m., with the return trips departing El Centro at 8:59 a.m. and 2:59 p.m. In the summer, the service departs Yuma at 7:30 a.m. and 1:30 p.m., with the return trips departing El Centro at 8:59 a.m. and 2:59 p.m. This is to accommodate the time change associated with Daylight Savings Time, as Arizona does not observe Daylight Savings Time while California does.

The YCAT fare schedule is shown in Exhibit 7.3. No transfers are offered. YCAT passes and discounts may be used on Route 5. Children under five ride free (for the first four children); additional children pay the reduced fare. Students and employees of several local high schools and colleges, as well as members of the Cocopah Tribe, also ride for free with an identification card. Route 10 accepts cash only and offers no discounted fares.

Exhibit 7.3 Fare Structure

Fare Type	Full Fare	Reduced Fare*
One-way (Route 5)	\$2.00	\$1.00
1-Day YCATPass	\$5.00	\$2.50
10-Ride YCATPass	\$17.50	\$7.50
31-Day YCATPass	\$60.00	\$30.00
Route Deviation Fare (Route 5)	\$2.00	\$2.00
One-way (Route 10)	\$2.00 (cash only)	N/A

### General Management and Organization

Representatives of the Fort Yuma Quechan Indian Tribe meet with YCIPTA and ICTC representatives on a quarterly basis to review the prior quarter’s performance and any planned service changes; discuss challenges, problems, and trends; and determine whether any adjustments need to be made. At that time, YCIPTA staff shares any issues with the operations contractor and addresses any concerns.

As billing for each month comes in, the Tribe’s review process is to look back at the operating plan and budget and confirm the numbers are in line with what is budgeted. The Tribe is primary point of contact for riders within the reservation, and Tribal riders who need to complain typically bring issues to their attention. As they receive those complaints, the Tribe looks into them and communicates with YCIPTA.

The Quechan Tribe’s Economic Development Administration (EDA) Director oversees transit on behalf of the Tribe.

YCIPTA’s Transit Director monitors the operations contractor (currently RATP Dev) on a daily basis, as they are located within the same facility. More formal biweekly and monthly meetings are held with the contractor as well. YCIPTA staff also receive notifications through the tracking software and monitor maintenance activities.

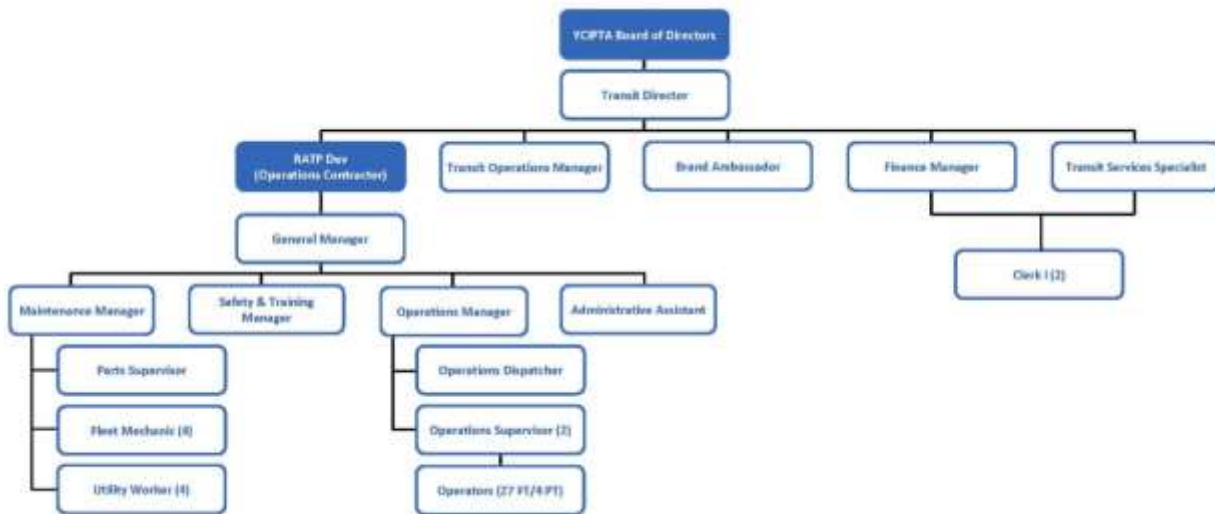


YCIPTA currently has seven staff members supporting the transit program, led by the Transit Director, Finance Manager, Transit Services Specialist, and Transit Operations Manager. During the audit period, YCIPTA added a Brand Ambassador position to handle marketing and public relations. Lines of reporting are clearly defined. Additional YCIPTA staff would be beneficial to better support current operational demands. Despite being a smaller agency, YCIPTA is required to complete the same reporting and administrative functions as larger agencies, including procurement and NTD reporting. Increasing staffing levels would help distribute this workload more effectively.

Operation of the YCAT service is contracted to RATP Dev, which assumed the contract in July 2018 and extends through June 2028 with all option years exercised. The program is staffed appropriately.

The YCIPTA/YCAT organizational chart is illustrated in Exhibit 7.4. While not reflected in the organizational chart, both the ICTC and the Fort Yuma Quechan Indian Tribe are funding partners for Routes 5 and 10. Along with YCIPTA, both participate in the Eastern Imperial County Transit Services (EICTS) Operations and Implementation Business Plan.

Exhibit 7.4 YCIPTA/YCAT Organizational Chart



Transit information for Routes 5 and 10 is reported to the Tribal Council at least three times per year: When it approves the annual update to the Memorandum of Understanding (MOU), when the annual budget for TDA funds is prepared, and to approve the annual TDA claim. The EDA Director shares updates about the operation at these times. The Tribal Council has expressed interest in ridership trends, particularly year-over-year comparisons. Currently, there is no reliable method to distinguish or quantify tribal riders versus non-tribal riders. Another tribe within YCIPTA’s service area (the Cocopah Tribe) has established an MOU that allows its members to ride fare-free with a tribal ID. The Quechan Tribe has elected not to implement a similar arrangement.

Additional governance is provided by the YCIPTA Board, which oversees the entire YCAT program. A member of the Quechan Tribe serves on the YCIPTA Board of Directors. YCIPTA shares system-wide performance data with its Board on a monthly basis. Overall, the Board has been pleased with how Routes



5 and 10 have been performing. The Quechan Tribal Council also monitors the service, and is primarily interested in year-over-year ridership.

The Fort Yuma Quechan Indian Tribe and YCIPTA have good relationships with the ICTC as the RTPA. Payments are made in a timely manner and the agency is good to work with. The Tribe also has a solid relationship with Caltrans.

### Service Planning

Service planning for Routes 5 and 10 is primarily done as part of the YCAT Short Range Transit Plan prepared by YCIPTA. The most recent SRTP was prepared in June 2021. At the time of the site visit, staff were preparing a Request for Proposals (RFP) for an updated Short Range Transit Plan (assisted by the Yuma Metropolitan Planning Organization), with release anticipated by the end of March 2026.

The Tribe's last Long-Range Transportation Plan was completed in 2010. An update of the plan was expected to occur during the audit period; however, staffing challenges caused delays. A previously vacant position has now been filled, and at the time of the site visit, staff were preparing a Request for Proposals (RFP), with release anticipated by the end of May 2026. The Tribe hopes to launch the Long-Range Transportation Plan update and road inventory by the end of the calendar year.

An updated Eastern Imperial County Transit Services (EICTS) Business Plan is prepared annually. The document provides an overview of the service, defines partner roles and responsibilities, forecasts costs and revenues for the upcoming year, confirms performance standards, details marketing and outreach activities, and provides additional operating information.

The Tribe conducts periodic information sharing about transit. This is conducted primarily by the EDA Specialist via the Tribe's website and all-hands emails to staff. Additional outreach activities conducted by YCIPTA include grassroots, door-to-door surveys in local communities, such as the Foothills and San Luis, to better understand transit needs. Similar outreach efforts are conducted throughout the year across different communities. In addition, online engagement is used to gather input from community members and stakeholders. The Brand Ambassador also plays a key role in supporting outreach and engagement efforts.

### Administration

Budgeting is done at quarterly EICTS meetings. It is a joint process between YCIPTA, ICTC, and the Fort Yuma Quechan Indian Tribe. The YCIPTA's Transit Director prepares the proposed budget, taking into account allocated cost per hour and revenue hours for each route, which is then shared among the partners. This provides an opportunity for the partners to respond to the proposed budget and adjust the amounts. The Tribe then prepares its budget for the ICTC and the updated MOU amendment, and shares these with ICTC so it can go through ICTC's budget process. The MOU documents between the Tribe and YCIPTA are also updated at this time.

The responsibility for grants management is shared. YCIPTA's Finance Manager handles grants for YCIPTA, while the Quechan Tribe's EDA Director handles grants for the Tribe. The Tribe receives FTA formula funding as well as some federal tribal transit discretionary funding. The EDA Specialist handles FTA grants, while the EDA Director manages grants through the Bureau of Indian Affairs (BIA). YCIPTA typically pursues



grants on an as-needed basis, primarily applying for competitive funding through ADOT when vehicles are required. At times, FTA funds have had to be returned due to insufficient local match, with those funds subsequently reverting to ADOT for redistribution through competitive programs.

To address local match requirements, YCIPTA has implemented advertising on buses, generating approximately \$500,000 in additional local match funding. However, rising contractor costs continue to present challenges. Staff have engaged with larger employers to explore potential partnerships, though these efforts have yielded limited results. While the organization has explored creative funding approaches, increasing local contributions remains difficult, as member entities are generally reluctant to provide additional funding.

RATP Dev carries sufficient insurance and handles accident and injury claims. The contractor has a Safety & Training Manager on its staff, and YCIPTA monitors safety as well. RATP Dev conducts regular safety monitoring activities on a monthly basis, with some oversight occurring daily. This includes monthly inspections of the maintenance facility and yard, as well as on-road observations. Road Supervisor reports are used to monitor bus operations, including wheelchair loading procedures. Overall, there is a strong emphasis on maintaining safety across all aspects of operations. YCIPTA also participates in the local emergency management planning committee, and has an agreement with them to provide YCAT service and/or vehicles when needed.

YCIPTA is proud of its focus on safety and its safety record. The organization takes a lot of pride that the public recognizes the cleanliness of the vehicles and high-quality service. YCIPTA has also made considerable efforts to remain very connected to the Yuma community.

YCIPTA's procurement manual is in compliance with ADOT and federal requirements. YCIPTA pays for bus stop installation and contractor utility workers maintain the bus stops.

### Marketing and Public Information

YCAT's system rider guide includes Routes 5 and 10. At the time of the site visit, a temporary rider guide was available online while route maps were being updated. Advertising and promotion activities include social media, television commercials, scrolling information on the YCAT website, newspaper advertisements, Yuma County map advertisement, and inclusion in the City of Yuma Parks and Recreation brochure. Staff work with a third-party vendor to handle Facebook, newspaper, and local advertising. Take-one brochures are stocked onboard the buses to advertise events and service changes. Brochures are also provided to libraries and any other location that requests them.

A Brand Ambassador position was created to oversee marketing and public relations activities. While a marketing plan is in place, the Brand Ambassador is responsible for updating the plan. YCIPTA partners with Arizona Western College to support job fairs by providing free transportation to and from events. It also conducts ongoing community outreach to increase awareness of available transit services. Additional activities include training exercises involving service animals to ensure accessibility and preparedness. In the past year, the organization hosted an outreach event at Walmart, where advertising partners contributed a \$3,000 donation in support of a local food bank and food drive.



In addition to YCIPTA's efforts, the Fort Yuma Quechan Indian Tribe posts transit notices on its website as well as provides information directly to its departments that provide services to clients. Those departments are encouraged to post informational flyers in their offices or on their webpages.

YCIPTA handles customer service calls; however, it is up to RATP Dev to respond to complaints within a designated timeframe. Complaints are logged through the Solutions for Transit system. The Tribe responds to issues from Tribal members and communicates with the Transit Director. The EDA Director is satisfied with the two-way communication between the Tribe and YCIPTA.

Public perception of the transportation program is generally positive with emphasis on the cleanliness of vehicles and the quality of service. Tribal members appreciate being able to travel where they need to go. There has also been good reception for YCIPTA's Brand Ambassador.

### Scheduling, Dispatch, and Operations

Routes 5 and 10 are included in YCAT's regular service bid process. Any driver can bid on these routes. Driver bids take place four times per year and are based on seniority. Maintenance personnel bid on shifts by seniority every six months. Staff are unionized (Amalgamated Transit Union/ATU Local 1433) and all bids are governed by a collective bargaining agreement (CBA). At the time of the site visit there were 47 full-time drivers and five part-time drivers for the entire YCAT system. Operation of Routes 5 and 10 requires two drivers. All drivers are certified to drive all routes.

Coverage for scheduled absences (such as vacations) is handled by the extra board or volunteers based on seniority. The same process is used for unscheduled absences (call-outs), though in these cases a dispatcher or road supervisor may have to cover a route.

The Solutions for Transit platform is used for dispatching. While dispatcher is a dedicated position, all dispatchers are required to maintain a commercial driver's license.

Vehicles are assigned to routes on the vehicle run sheet. Assignments are based on vehicle size and route ridership. Nine- and 14-passenger cutaways are typically used on Routes 5 and 10, with a total of one vehicle needed per route per day. Vehicles are rotated to accrue mileage equally. Maintenance provides dispatch with a list of downed vehicles twice per day (mid-day and in the evening).

All YCAT buses feature GFI Genfare Odyssey fareboxes. When a vehicle pulls into the yard, it is probed, farebox information is downloaded, and the farebox unlocks. The farebox is then removed from the vehicle and dumped into the vault. This takes place daily. At no time does the driver or utility worker have access to the fare revenue. Each morning, a dispatcher and road supervisor get money bags, empty the vault, run a report, put the report in with the cash, seal the bags, and put the bags in the safe in the money room, which is equipped with cameras. Later in the day, two other staff members will recount the money and match it to the GenFare reports. Two staff members deposit the cash every other day. Non-cash fare media is allocated to Route 5. Cash is then deposited in YCIPTA's account.

Non-cash fare media (which may be used on Route 5) is sold onboard the bus (day passes), at Food City and other grocery stores, at the YCIPTA office, at ticket vending machines, and by mail. YCIPTA is working on a new online purchasing option. There are no non-cash options for Route 10.



### Personnel Management and Training

At the time of the site visit, the operations contractor had sufficient staffing to operate the service, though the Tribe felt the contractor would benefit from one or two additional drivers. Recruiting is handled by RATP Dev at both the local and corporate levels. Open positions are also posted on the YCIPTA/YCAT websites, Facebook, and Indeed. RATP Dev is constantly recruiting. The contractor prefers recruits who already have a commercial license, but is willing to train a really good candidate through licensing.

Incentive programs include safe driving and attendance recognition as well as safety awards. Drivers with no safety incidences may receive incentives such as gift cards. Commendations received from riders are shared with drivers.

Turnover, which is relatively low, mostly occurs with respect to newer drivers. RATP Dev has some very long-term drivers who have been with the program for years.

RATP Dev offers a full training program, but utilizes the local DMV for commercial license testing. RATP Dev offers a dedicated TSI-certified Safety & Training Manager. Only rarely does driver staffing affect the contractor's ability to provide the service (driver illness, etc.). All employees are subject to a 90-day probation period. Performance reviews occur twice annually and the results are shared with YCIPTA.

RATP Dev conducts monthly safety meetings and participates in required drug and alcohol testing. RATP Dev has a zero tolerance policy with respect to drug and alcohol use.

The CBA governs seniority, leave, attendance, discipline and discharge, the safety point system, accident/incident reporting and response, vacation time, holidays, sick time, wages, and grievance and arbitration. It includes a progressive discipline policy. Mechanics qualify for a wage premium for ASE certifications in Medium/Heavy Duty Truck, School Bus, and/or Transit Bus, as well as for ASE Master Technician Certification.

RATP Dev provides benefits to full-time employees as detailed in the CBA. Benefits include health, dental, and vision insurance; short- and long-term disability plans; and life insurance. Employees may also participate in RATP Dev's 401(k) plan.

### Maintenance

YCAT utilizes Solutions for Transit software, which is also used for maintenance tracking. The Transit Director has access to maintenance reports (preventive maintenance due, work orders, etc.) on a daily basis.

YCIPTA currently leases the YCIPTA/YCAT facility. Both YCIPTA and YCAT are located within a single small building, making for very close quarters for administrative staff. YCIPTA has also initiated demolition of the Hotel Del Sol site for development of a new depot and is planning for a future operations facility.

No other RATP Dev contracts are serviced at the YCAT facility, nor are any of RATP Dev's vehicles maintained there. There are currently four maintenance bays; however, five are desired. The number of lifts is sufficient to maintain the fleet; however, more sophisticated lifts are desired as well as central air conditioning to replace portable AC units.



Most repair work is done in-house. Major repairs (transmission rebuilds, engine replacements, etc.) used to be sent out, but RATP Dev has several maintenance staff who are capable of doing such heavy repairs. As a result, more work is done in-house. Body work is sent to a local vendor.

At the time of the site visit, RATP Dev's maintenance staff was fully staffed with the addition of a Maintenance Manager in mid-March 2026. Maintenance was understaffed several times during the audit period, but not for long periods of time. When fully staffed, the number of mechanics is appropriate for the amount of work available.

Maintenance does not usually conflict with regular vehicle use. However, there have been a few occasions when it has been close. This primarily occurs during the summer as the result of air conditioning units becoming inoperable.

The parts room is secure with access limited to maintenance personnel. The parts inventory is maintained in the Solutions for Transit platform. Inventory is conducted twice annually. While most maintenance work is conducted in-house, body work is typically sent out for repairs.

Maintenance has effective communications with dispatch regarding out-of-service vehicles. Maintenance staff review the Daily Vehicle Inspection Reports (DVIRs) and look for anything that would be a safety issue. When drivers report a safety issue, maintenance does a lock out/tag out until it can be inspected. YCIPTA also performs checks on buses after preventive maintenance inspections and can pull a bus out of service if needed.

There is currently a maintenance backlog associated with the Arboc vehicle fleet. Replacement parts for these vehicles are no longer readily available, contributing to their increasing obsolescence. The most significant challenges have been finding parts for older vehicles, the time required to get the parts in, and air conditioner issues. Currently, YCAT is able to provide sufficient vehicles for pullout.

The YCAT fleet list is provided in Exhibit 7.5. This represents the entire YCAT fleet, as vehicles used on Routes 5 and 10 are not designated but drawn from the fixed-route fleet.



Exhibit 7.5 YCAT Transit Fleet

Quantity	Year	Make & Model	PAX	Fuel Type	Usage
2	2010	ENC Aeroline	6 + 2	Gas	Demand-response
4	2016	Arboc Freightliner	34	Diesel	Fixed-route
2	2016	Gillig Low-Floor	38	Diesel	Fixed-route
5	2019	Gillig Low-Floor	38	Diesel	Fixed-route
1	2020	Gillig Low-Floor	31	Diesel	Fixed-route
7	2022	Gillig Low-Floor	34	Diesel	Fixed-route
3	2019	Starcraft Allstar	14 + 2	Gas	Fixed-route, Demand-response
2	2020	Starcraft Allstar	21 + 2	Gas	Fixed-route
1	2020	Starcraft Allstar	11 + 2	Gas	Demand-response
1	2023	Starcraft Allstar	10 + 2	Gas	Demand-response



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## Chapter 8 | Findings and Recommendations

### Conclusions

With one exception, Moore & Associates, Inc. concludes the Fort Yuma Quechan Indian Tribe is found to be in compliance with the Transportation Development Act (TDA). One recommendation intended to improve the effectiveness and efficiency of the operator is detailed below.

### Findings

Based on discussions with Fort Yuma Quechan Indian Tribe and YCIPTA staff, analysis of program performance, and an audit of program compliance and function, the audit team presents the following finding related to compliance with the TDA.

- The FY 2023/24 State Controller Transit Operator Financial Transaction Report was submitted on February 14, 2025, after the designated deadline. This was due to the resignation of the Tribe's Economic Development Specialist. Given the subsequent report was submitted on time, no remedial action is required provided the on-time submittals continue in future years. As such, there is no recommendation tied to this finding.

### Program Recommendations

Recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA as well as address non-compliance-related issues, challenges, or opportunities observed during the site visit and functional review. The following recommendation is presented for the Fort Yuma Quechan Indian Tribe and YCIPTA.

#### Recommendation 1: YCIPTA should explore expanding its staffing to better accommodate increasing reporting requirements.

**Discussion:** YCIPTA features a very small staff. A Transit Director oversees a staff of six, and these seven individuals handle all of the administrative responsibilities for Yuma's public transit service. While YCIPTA is an FTA Section 5307 recipient given Yuma's status as an urbanized area, it is a subrecipient to the Arizona Department of Transportation (ADOT). Despite its limited staff, YCIPTA is responsible for much of the same reporting and administrative requirements as much larger agencies, including procurement and NTD reporting.

**Contributing Factor(s):** For a number of years, the size of YCIPTA's staff was constrained to some degree by the office space available. With YCIPTA sharing its location with YCAT contractor staff, adding staff can be difficult. However, with the development of an operations facility at the Hotel Del Sol site on the horizon, and a growing need for greater staff capacity, the upcoming audit period appears to be the optimal time to consider adding at least one full-time employee. This position would either need to have the flexibility to support several different roles, or would need to relieve existing staff of some of their duties to enable the existing staff to focus on activities such as grant administration, procurement, and NTD reporting.



**Recommended Action:** During the next audit period, YCIPTA should look at its needs to determine how best to expand its staffing. Based on the discussion during the site visit, the greatest need is to support overall reporting and administrative functions, enabling the workload to be spread more effectively among existing staff.

**Timeline:** FY 2027/28.

**Anticipated Cost:** Dependent upon compensation for the new position.

Exhibit 8.1 Audit Recommendations

	Recommendations	Importance	Timeline
1	YCIPTA should explore expanding its staffing to better accommodate increasing reporting requirements.	Medium	FY 2027/28



## Monthly YCIPTA Board Meeting Report RATP Dev

Anabel Teran GM RATP Dev USA  
May 15, 2026

This monthly report summarizes operations, maintenance, management, finance, or other actions outside of normal YCAT public transit operations.

- **Safety Update:** We have not had at-fault accidents for 50 days as of 5/15/2026
  - 16 out of 28 drivers received a certificate for practicing “Safe Driving Behaviors” in March & April.
  - Transitioning from Lytx to Motive (telematics).
- **Operations update:** No missed routes since April 9<sup>th</sup>, 2026
- **Staffing level update:** Made an offer to 2 bus driver candidates, one full-time and one part-time.
  - Interviewing for one mechanic
- **Maintenance Update: Maintenance Manager Matthew Richardson**
  - April Preventive Maintenance (PM) – 95%
  - Long-Term Out-of-Service Vehicles:
    - 300 – Was sent back to Ford – will be needing another engine (6<sup>th</sup>)
    - 251 – At Rush, parts arrived. Should return to service by 5/22/26.



# March 2026 - YCAT

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The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of March 2026.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on April 15, 2026.

## **OPERATIONS**

### **Fixed Route**

Following are the actual miles and hours reported by the contractor vs. scheduled:

	Reported	Scheduled	Difference
Revenue Hours	<b>3,081.5</b>	<b>3,039.7</b>	<b>41.8</b>
Total Hours	<b>3,433.7</b>	<b>3,400.6</b>	<b>33.1</b>
Revenue Miles	<b>64,480</b>	<b>65,426</b>	<b>(946)</b>
Total Miles	<b>72,711</b>	<b>74,393</b>	<b>(1,682)</b>
Passengers per Revenue Hour		<b>11.4</b>	
Passengers per Revenue Mile		<b>0.5</b>	

63.5 hours of special service run.

### **Demand Response**

Following are the actual miles and hours reported by contractor:

Revenue Hours	<b>289.3</b>
Total Hours	<b>376.0</b>
Revenue Miles	<b>4,137</b>
Total Miles	<b>6,077</b>
Average Weekday Revenue Hours	<b>11.9</b>
Passengers per Revenue Hour	<b>2.1</b>
Passengers per Revenue Mile	<b>0.1</b>

**OPERATIONS DATABASE**

**Analysis of Contractor Invoice Data for Accuracy:** Solutions for Transit reviewed the entries using a 5% tolerance to determine if the entries need to be corrected or commented. The Over/Under Report represents the **148** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected. There were **2** unreported roadcalls.

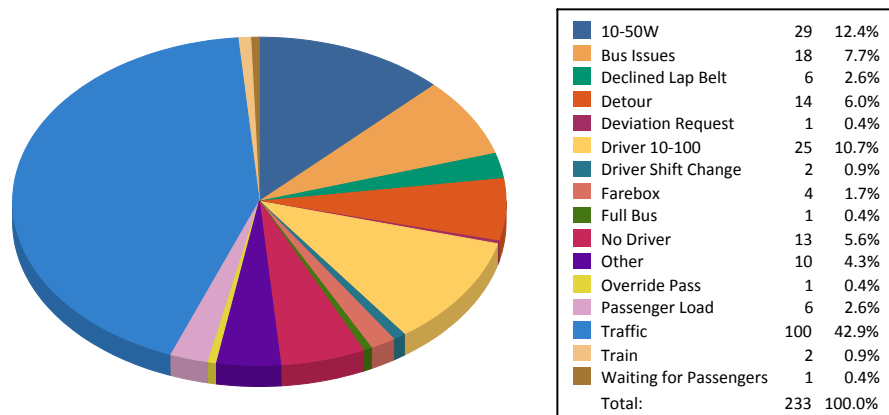
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

**Late to First Stop:** There were **120** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in delayed service.

**Logging Out Early:** There were **9** occurrences where the operator logged off before the end of revenue service.

**Delays:** During the month of March, **233** delays were reported by the contractor. The average delay was **20** minutes. The delays are broken down as follows:

**Delays by Category**



**Customer Comments:** During the month of March, **11** complaints were called in. Of these the contractor followed up on **8**. In addition, **0** commendations were called in.

**MAINTENANCE**

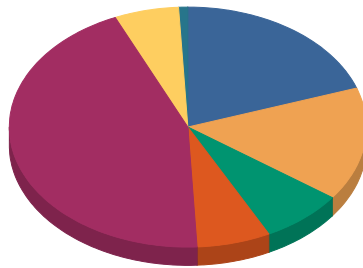
**PMIs Completed:** There were **16** PMIs completed during the month of March. Of these, **8** were completed late based on the information entered into The Reporting Solution.

**Roadcalls:** There were 47 roadcalls/bus exchanges for the month of March.

- o 26 of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o 3,366 miles between roadcalls as defined by NTD
- o The industry standard for miles between roadcalls is 6,000 miles

**Work Orders Created:**

**Work Orders by Type**



DVIR Defect	\$21	19.8%
PMI	\$16	15.1%
PMI Defect	\$8	7.5%
Pullout Complaint	\$7	6.6%
Roadcall	\$47	44.3%
Safety Inspection	\$6	5.7%
Safety Inspection Defect	\$1	0.9%
<b>Total:</b>	<b>\$106</b>	<b>100.0%</b>

**Open Work Orders:**

There were 146 open work orders.

**REPORTS**

**Monthly Reports:** The following Monthly Reports are attached:

- o Fixed Route Operating Summary - Systemwide
- o Ridership and Fares
- o Miles and Hours by Route
- o On Call Operating Summary
- o PMIs Completed

**IT SUPPORT**

Back-up: Solutions for Transit is backing up the data entered into The Reporting Solution daily. It is being placed on the Solutions for Transit home server in Lodi.



## OPERATING SUMMARY - Systemwide Fiscal Year 2026

### Systemwide

	Quarter				Quarter				Quarter				YTD
	Jul-25	Aug-25	Sep-25	Qtr Total	Oct-25	Nov-25	Dec-25	Qtr Total	Jan-26	Feb-26	Mar-26	Qtr Total	
Weekday Ridership	23,174	29,319	31,992	84,484	35,465	27,099	29,486	92,050	29,941	30,294	32,461	92,697	269,231
Saturday Ridership	1,906	2,622	2,036	6,564	2,487	2,903	2,958	8,348	4,258	2,923	7,692	14,873	29,785
<b>Total Ridership</b>	<b>25,080</b>	<b>31,941</b>	<b>34,028</b>	<b>91,048</b>	<b>37,952</b>	<b>30,002</b>	<b>32,444</b>	<b>100,398</b>	<b>34,199</b>	<b>33,217</b>	<b>40,153</b>	<b>107,570</b>	<b>299,016</b>
Weekday Revenue Hours	2,785.2	2,695.9	2,736.0	8,217.1	3,010.1	2,293.0	2,718.0	8,021.1	2,636.2	2,495.9	2,874.6	8,006.7	24,244.9
Saturday Revenue Hours	203.5	257.4	204.8	665.6	225.3	260.4	209.0	694.8	272.3	207.7	270.4	750.3	2,110.8
<b>Total Revenue Hours</b>	<b>2,988.7</b>	<b>2,953.3</b>	<b>2,940.7</b>	<b>8,882.8</b>	<b>3,235.4</b>	<b>2,553.4</b>	<b>2,927.1</b>	<b>8,715.9</b>	<b>2,908.5</b>	<b>2,703.5</b>	<b>3,145.0</b>	<b>8,757.0</b>	<b>26,355.6</b>
Weekday Total Hours	3,041.1	2,956.2	3,041.8	9,039.1	3,338.5	2,544.6	3,002.0	8,885.1	2,935.3	2,776.4	3,202.7	8,914.4	26,838.6
Saturday Total Hours	228.6	288.0	230.4	747.0	256.0	291.2	233.3	780.5	304.6	231.5	304.1	840.2	2,367.7
<b>Total Hours</b>	<b>3,269.7</b>	<b>3,244.2</b>	<b>3,272.2</b>	<b>9,786.0</b>	<b>3,594.4</b>	<b>2,835.8</b>	<b>3,235.3</b>	<b>9,665.6</b>	<b>3,240.0</b>	<b>3,007.9</b>	<b>3,506.8</b>	<b>9,754.6</b>	<b>29,206.3</b>
Weekday Revenue Miles	58,743	56,855	58,081	173,679	63,878	48,698	56,595	169,171	55,175	52,347	60,363	167,885	510,735
Saturday Revenue Miles	4,192	5,264	4,172	13,628	4,364	5,296	4,233	13,893	5,318	4,185	4,789	14,292	41,813
<b>Total Revenue Miles</b>	<b>62,935</b>	<b>62,119</b>	<b>62,253</b>	<b>187,307</b>	<b>68,242</b>	<b>53,994</b>	<b>60,828</b>	<b>183,064</b>	<b>60,493</b>	<b>56,532</b>	<b>65,152</b>	<b>182,177</b>	<b>552,548</b>
Weekday Total Miles	65,250	63,307	65,754	194,311	72,207	55,127	63,670	191,004	62,405	59,188	67,994	189,587	574,902
Saturday Total Miles	4,802	6,007	4,811	15,620	5,112	6,034	4,837	15,983	6,087	4,770	5,506	16,363	47,966
<b>Total Miles</b>	<b>70,052</b>	<b>69,314</b>	<b>70,565</b>	<b>209,931</b>	<b>77,319</b>	<b>61,161</b>	<b>68,507</b>	<b>206,987</b>	<b>68,492</b>	<b>63,958</b>	<b>73,500</b>	<b>205,950</b>	<b>622,868</b>
# Operating Weekdays	22	21	21	64	23	18	22	63	20	19	22	61	188
# Operating Saturdays	4	5	4	13	4	5	4	13	5	4	4	13	39
<b># Total Operating Days</b>	<b>26</b>	<b>26</b>	<b>25</b>	<b>77</b>	<b>27</b>	<b>23</b>	<b>26</b>	<b>76</b>	<b>25</b>	<b>23</b>	<b>26</b>	<b>74</b>	<b>227</b>
Avg Weekday Ridership	1,053.4	1,396.1	1,523.4	1,320.1	1,542.0	1,505.5	1,340.3	1,461.1	1,497.1	1,594.4	1,475.5	1,519.6	1,432.1
Avg Saturday Ridership	476.5	524.4	509.0	504.9	621.8	580.6	739.5	642.2	851.6	730.8	1,923.0	1,144.1	763.7
<b>Avg Daily Ridership</b>	<b>964.6</b>	<b>1,228.5</b>	<b>1,361.1</b>	<b>1,182.4</b>	<b>1,405.6</b>	<b>1,304.5</b>	<b>1,247.8</b>	<b>1,321.0</b>	<b>1,368.0</b>	<b>1,444.2</b>	<b>1,544.4</b>	<b>1,453.6</b>	<b>1,317.3</b>
Wkday Ridership/Rev Hr	8.3	10.9	11.7	10.3	11.8	11.8	10.8	11.5	11.4	12.1	11.3	11.6	11.1
Sat Ridership/Rev Hr	9.4	10.2	9.9	9.9	11.0	11.1	14.2	12.0	15.6	14.1	28.4	19.8	14.1
Avg Weekday Rev Hours	126.6	128.4	130.3	128.4	130.9	127.4	123.5	127.3	131.8	131.4	130.7	131.3	129.0
Avg Saturday Rev Hours	50.9	51.5	51.2	51.2	56.3	52.1	52.3	53.4	54.5	51.9	67.6	57.7	54.1
Avg Weekday Rev Miles	2,670	2,707	2,766	2,714	2,777	2,705	2,573	2,685	2,759	2,755	2,744	2,752	2,717
Avg Saturday Rev Miles	1,048	1,053	1,043	1,048	1,091	1,059	1,058	1,069	1,064	1,046	1,197	1,099	1,072



# RIDERSHIP AND FARES

Period: 3/1/2025 to 3/31/2026

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopa	Vista	WC	Bikes	Guides	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Orange 2	8,914	3,816	1	682	296	3,073	1,662	211	0	477	9	526	129	19	40	11,806	423	231	118	945	2	32,314
Brown 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	4,747	4,517	1	1,005	1,319	6,506	2,958	272	0	639	3	9	234	37	210	4,703	1,650	4,335	200	473	1	33,144
Green 4A	2,857	3,308	1	712	892	4,490	1,679	288	0	337	9	9	427	47	403	2,970	1,349	2,923	200	435	2	22,700
Blue 5	3,913	2,024	11	1,218	612	3,942	2,504	47	0	428	1	3	376	23	7	344	1,079	14	207	978	2	16,535
Purple 6	4,387	3,135	0	950	588	2,535	1,458	306	0	782	4	4	259	44	61	1,006	20,183	394	446	718	0	36,096
Gold 8	309	247	74	118	155	393	85	37	0	37	5	1	6	19	7	1,084	16	117	16	86	0	2,636
Silver 9	796	616	0	29	11	197	635	32	0	78	1	3	23	12	55	12,545	412	203	8	231	0	15,648
Turquoise 10	2,356	20	0	3	0	3	1	0	0	44	2	0	1	0	0	1	2	0	5	135	0	2,433
Yellow 95	106,326	67,609	9	8,253	3,384	20,828	16,910	2,315	0	5,306	23	447	1,489	223	266	17,558	5,293	3,498	1,392	5,026	10	259,728
Specials	4	0	0	0	0	0	0	0	0	41	0	10,878	1	0	0	10	7	0	8	44	0	10,941
<b>Grand Total:</b>	<b>134,608</b>	<b>85,292</b>	<b>97</b>	<b>12,970</b>	<b>7,257</b>	<b>41,967</b>	<b>27,892</b>	<b>3,508</b>	<b>0</b>	<b>8,169</b>	<b>57</b>	<b>11,880</b>	<b>2,945</b>	<b>424</b>	<b>1,049</b>	<b>52,027</b>	<b>30,414</b>	<b>11,715</b>	<b>2,600</b>	<b>9,071</b>	<b>17</b>	<b>432,174</b>

**REVENUE:**

Total Revenue: \$426,998.24  
 Unclassified Revenue: \$10,679.94  
 As a % of Total: 2.50%



## TOTAL MILES AND HOURS BY ROUTE March 2026

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	369.8	44.0	413.8	6,956	312	7,268
Brown Route 3						
Green Route 4	298.0	14.3	312.3	4,874	218	5,092
Green Route 4A	241.5	12.7	254.2	3,739	182	3,921
Blue Route 5	267.4	10.5	277.9	6,341	168	6,509
Purple Route 6	514.9	39.0	553.9	11,352	762	12,114
Gold Route 8	66.6	31.5	98.1	1,935	915	2,850
Silver Route 9	102.1	105.1	207.2	3,083	2,480	5,563
Turquoise Route 10	76.8	9.3	86.0	3,273	172	3,445
Yellow Route 95	1,144.5	85.8	1,230.3	22,927	3,022	25,949
Specials	63.5	9.5	73.0	672	117	789

Totals for March 2026			
<b>Total Hours</b>	<b>3,506.77</b>	<b>Total Miles</b>	<b>73,500</b>
<b>Revenue Hours</b>	<b>3,145.02</b>	<b>Revenue Miles</b>	<b>65,152</b>
<b>Non-Revenue Hours</b>	<b>361.75</b>	<b>Non-Revenue Miles</b>	<b>8,348</b>



## OPERATING SUMMARY - On-Call Fiscal Year 2026

### On-Call

	Quarter				Quarter				Quarter				YTD
	Jul-25	Aug-25	Sep-25	Qtr	Oct-25	Nov-25	Dec-25	Qtr	Jan-26	Feb-26	Mar-26	Qtr	
Weekday Ridership	626	587	681	1,894	706	544	528	1,777	503	536	606	1,645	5,316
Saturday Ridership	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Ridership</b>	<b>626</b>	<b>587</b>	<b>681</b>	<b>1,894</b>	<b>706</b>	<b>544</b>	<b>528</b>	<b>1,777</b>	<b>503</b>	<b>536</b>	<b>606</b>	<b>1,645</b>	<b>5,316</b>
Weekday Revenue Hours	290.1	274.9	315.6	880.6	334.6	257.9	277.8	870.3	201.3	251.9	261.5	714.7	2,465.5
Saturday Revenue Hours	26.0	32.9	27.3	86.1	30.9	35.7	22.4	89.1	30.5	26.6	27.8	84.9	260.0
<b>Total Revenue Hours</b>	<b>316.1</b>	<b>307.8</b>	<b>342.8</b>	<b>966.7</b>	<b>365.6</b>	<b>293.5</b>	<b>300.2</b>	<b>959.3</b>	<b>231.8</b>	<b>278.4</b>	<b>289.3</b>	<b>799.5</b>	<b>2,725.6</b>
Weekday Total Hours	377.2	361.7	406.9	1,145.8	420.9	321.8	351.5	1,094.1	266.4	313.3	336.0	915.8	3,155.6
Saturday Total Hours	34.7	47.5	39.7	121.9	43.4	47.9	31.3	122.6	42.9	35.7	39.9	118.4	362.9
<b>Total Hours</b>	<b>411.9</b>	<b>409.2</b>	<b>446.6</b>	<b>1,267.7</b>	<b>464.3</b>	<b>369.6</b>	<b>382.8</b>	<b>1,216.7</b>	<b>309.3</b>	<b>348.9</b>	<b>375.9</b>	<b>1,034.2</b>	<b>3,518.5</b>
Weekday Revenue Miles	4,658	4,364	5,046	14,068	5,203	4,066	4,162	13,431	2,831	3,606	3,661	10,098	37,597
Saturday Revenue Miles	428	663	517	1,608	570	736	401	1,707	607	552	476	1,635	4,950
<b>Total Revenue Miles</b>	<b>5,086</b>	<b>5,027</b>	<b>5,563</b>	<b>15,676</b>	<b>5,773</b>	<b>4,802</b>	<b>4,563</b>	<b>15,138</b>	<b>3,438</b>	<b>4,158</b>	<b>4,137</b>	<b>11,733</b>	<b>42,547</b>
Weekday Total Miles	6,978	6,701	7,406	21,085	7,572	5,478	5,691	18,741	4,260	4,973	5,302	14,535	54,361
Saturday Total Miles	645	938	774	2,357	885	1,090	610	2,585	953	777	775	2,505	7,447
<b>Total Miles</b>	<b>7,623</b>	<b>7,639</b>	<b>8,180</b>	<b>23,442</b>	<b>8,457</b>	<b>6,568</b>	<b>6,301</b>	<b>21,326</b>	<b>5,213</b>	<b>5,750</b>	<b>6,077</b>	<b>17,040</b>	<b>61,808</b>
# Operating Weekdays	22	21	21	64	23	18	22	63	20	19	22	61	188
# Operating Saturdays	4	5	4	13	4	5	4	13	5	4	4	13	39
<b># Total Operating Days</b>	<b>26</b>	<b>26</b>	<b>25</b>	<b>77</b>	<b>27</b>	<b>23</b>	<b>26</b>	<b>76</b>	<b>25</b>	<b>23</b>	<b>26</b>	<b>74</b>	<b>227</b>
Avg Weekday Ridership	28.4	27.9	32.5	29.6	30.7	30.2	24.0	28.2	25.2	28.2	27.5	27.0	28.3
Avg Saturday Ridership	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Avg Daily Ridership</b>	<b>24.1</b>	<b>22.6</b>	<b>27.3</b>	<b>24.6</b>	<b>26.1</b>	<b>23.6</b>	<b>20.3</b>	<b>23.4</b>	<b>20.1</b>	<b>23.3</b>	<b>23.3</b>	<b>22.2</b>	<b>23.4</b>
Wkday Ridership/Rev Hr	2.2	2.1	2.2	2.2	2.1	2.1	1.9	2.0	2.5	2.1	2.3	2.3	2.2
Sat Ridership/Rev Hr	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Trips per Rev Hour	2.0	1.9	2.0	2.0	1.9	1.9	1.8	1.9	2.2	1.9	2.1	2.1	2
Avg Weekday Rev Hours	13.2	13.1	15.0	13.8	14.5	14.3	12.6	13.8	10.1	13.3	11.9	11.7	13.1
Avg Saturday Rev Hours	6.5	6.6	6.8	6.6	7.7	7.1	5.6	6.9	6.1	6.6	6.9	6.5	6.7
Avg Weekday Rev Miles	212	208	240	220	226	226	189	213	142	190	166	166	200
Avg Saturday Rev Miles	107	133	129	124	143	147	100	131	121	138	119	126	127
Rev Miles per Rev Hr	16.1	16.3	16.2	16.2	15.8	16.4	15.2	15.8	14.8	14.9	14.3	14.7	15.6



## PMIs COMPLETED

Period: 3/1/2026 - 3/31/2026

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	PMI
1	4000 miles	25,707	30,443	4,736	Late	A-1
1	4000 miles	30,443	0	-30,443	Early	A-1
148	4000 miles	62,392	66,051	3,659	On Time	C
150	5000 miles	178,998	183,865	4,867	On Time	A-3
202	6000 miles	305,242	312,028	6,786	Late	A-4
203	6000 miles	405,768	412,870	7,102	Late	C
204	6000 miles	337,458	344,817	7,359	Late	C
205	6000 miles	331,461	339,063	7,602	Late	B
207	6000 miles	196,097	202,664	6,567	On Time	A-1
208	6000 miles	217,311	224,872	7,561	Late	A-1
210	6000 miles	213,759	221,382	7,623	Late	A-6
211	6000 miles	200,677	206,440	5,763	On Time	A-4
303	4000 miles	141,485	145,141	3,656	On Time	B-1
304	4000 miles	56,167	60,155	3,988	On Time	B-1
350	4000 miles	265,102	268,670	3,568	Early	A-6
351	4000 miles	308,614	313,947	5,333	Late	C

**PMIs Completed: 16**

**On Time: 6      37.5%**  
**Early: 2      12.5%**  
**Late: 8      50.0%**

Note: "On Time" is based on mileage not days.



# April 2026 - YCAT

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The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of April 2026.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on May 08, 2026.

## **OPERATIONS**

### **Fixed Route**

Following are the actual miles and hours reported by the contractor vs. scheduled:

	Reported	Scheduled	Difference
Revenue Hours	<b>3,067.7</b>	<b>3,041.1</b>	<b>26.6</b>
Total Hours	<b>3,409.6</b>	<b>3,418.3</b>	<b>(8.7)</b>
Revenue Miles	<b>64,603</b>	<b>65,077</b>	<b>(474)</b>
Total Miles	<b>72,955</b>	<b>74,132</b>	<b>(1,177)</b>
Passengers per Revenue Hour		<b>10.5</b>	
Passengers per Revenue Mile		<b>0.5</b>	

### **Demand Response**

Following are the actual miles and hours reported by contractor:

Revenue Hours	<b>301.1</b>
Total Hours	<b>384.3</b>
Revenue Miles	<b>4,157</b>
Total Miles	<b>5,884</b>
Average Weekday Revenue Hours	<b>12.5</b>
Passengers per Revenue Hour	<b>2.0</b>
Passengers per Revenue Mile	<b>0.1</b>

**OPERATIONS DATABASE**

**Analysis of Contractor Invoice Data for Accuracy:** Solutions for Transit reviewed the entries using a 5% tolerance to determine if the entries need to be corrected or commented. The Over/Under Report represents the **108** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected. There were **2** unreported roadcalls.

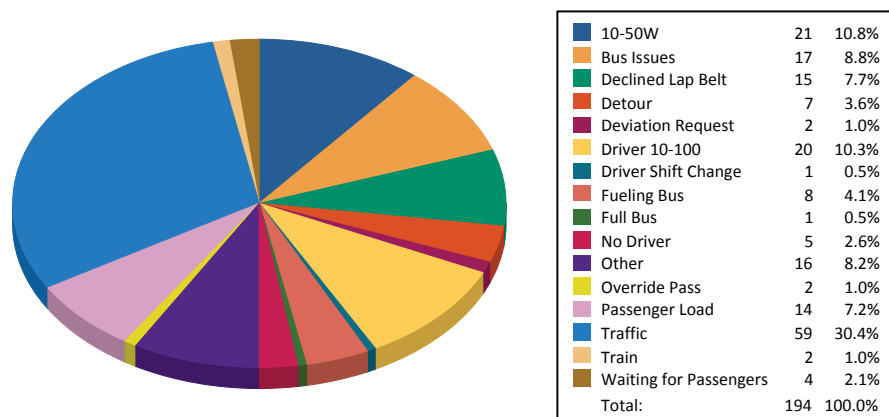
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

**Late to First Stop:** There were **110** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in delayed service.

**Logging Out Early:** There were **26** occurrences where the operator logged off before the end of revenue service.

**Delays:** During the month of April, **194** delays were reported by the contractor. The average delay was **19** minutes. The delays are broken down as follows:

**Delays by Category**



**Customer Comments:** During the month of April, **9** complaints were called in. Of these the contractor followed up on **7**. In addition, **0** commendations were called in.

**MAINTENANCE**

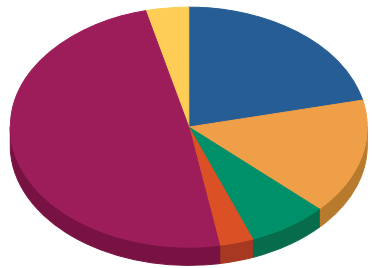
**PMIs Completed:** There were **20** PMIs completed during the month of April. Of these, **1** was completed late based on the information entered into The Reporting Solution.

**Roadcalls:** There were 62 roadcalls/bus exchanges for the month of April.

- o **43** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o **1,719** miles between roadcalls as defined by NTD
- o The industry standard for miles between roadcalls is 6,000 miles

**Work Orders Created:**

**Work Orders by Type**



DVIR Defect	\$27	21.3%
PMI	\$20	15.7%
PMI Defect	\$9	7.1%
Pullout Complaint	\$4	3.1%
Roadcall	\$62	48.8%
Safety Inspection	\$5	3.9%
<b>Total:</b>	<b>\$127</b>	<b>100.0%</b>

**Open Work Orders:**

There were **146** open work orders.

**REPORTS**

**Monthly Reports:** The following Monthly Reports are attached:

- o Fixed Route Operating Summary - Systemwide
- o Ridership and Fares
- o Miles and Hours by Route
- o On Call Operating Summary
- o PMIs Completed

**IT SUPPORT**

Back-up: Solutions for Transit is backing up the data entered into The Reporting Solution daily. It is being placed on the Solutions for Transit home server in Lodi.



## OPERATING SUMMARY - Systemwide Fiscal Year 2026

### Systemwide

	Quarter				Quarter				Quarter				Quarter		YTD
	Jul-25	Aug-25	Sep-25	Qtr Total	Oct-25	Nov-25	Dec-25	Qtr Total	Jan-26	Feb-26	Mar-26	Qtr Total	Apr-26	Qtr Total	
Weekday Ridership	23,174	29,319	31,992	84,484	35,465	27,099	29,486	92,050	29,941	30,294	32,461	92,697	30,181	30,181	299,412
Saturday Ridership	1,906	2,622	2,036	6,564	2,487	2,903	2,958	8,348	4,258	2,923	7,692	14,873	2,052	2,052	31,837
<b>Total Ridership</b>	<b>25,080</b>	<b>31,941</b>	<b>34,028</b>	<b>91,048</b>	<b>37,952</b>	<b>30,002</b>	<b>32,444</b>	<b>100,398</b>	<b>34,199</b>	<b>33,217</b>	<b>40,153</b>	<b>107,570</b>	<b>32,233</b>	<b>32,233</b>	<b>331,249</b>
Weekday Revenue Hours	2,785.2	2,695.9	2,736.0	8,217.1	3,010.1	2,293.0	2,718.0	8,021.1	2,636.2	2,495.9	2,874.6	8,006.7	2,861.0	2,861.0	27,105.8
Saturday Revenue Hours	203.5	257.4	204.8	665.6	225.3	260.4	209.0	694.8	272.3	207.7	270.4	750.3	206.7	206.7	2,317.5
<b>Total Revenue Hours</b>	<b>2,988.7</b>	<b>2,953.3</b>	<b>2,940.7</b>	<b>8,882.8</b>	<b>3,235.4</b>	<b>2,553.4</b>	<b>2,927.1</b>	<b>8,715.9</b>	<b>2,908.5</b>	<b>2,703.5</b>	<b>3,145.0</b>	<b>8,757.0</b>	<b>3,067.7</b>	<b>3,067.7</b>	<b>29,423.3</b>
Weekday Total Hours	3,041.1	2,956.2	3,041.8	9,039.1	3,338.5	2,544.6	3,002.0	8,885.1	2,935.3	2,776.4	3,202.7	8,914.4	3,179.3	3,179.3	30,017.8
Saturday Total Hours	228.6	288.0	230.4	747.0	256.0	291.2	233.3	780.5	304.6	231.5	304.1	840.2	230.3	230.3	2,598.0
<b>Total Hours</b>	<b>3,269.7</b>	<b>3,244.2</b>	<b>3,272.2</b>	<b>9,786.0</b>	<b>3,594.4</b>	<b>2,835.8</b>	<b>3,235.3</b>	<b>9,665.6</b>	<b>3,240.0</b>	<b>3,007.9</b>	<b>3,506.8</b>	<b>9,754.6</b>	<b>3,409.6</b>	<b>3,409.6</b>	<b>32,615.9</b>
Weekday Revenue Miles	58,743	56,855	58,081	173,679	63,878	48,698	56,595	169,171	55,175	52,347	60,363	167,885	60,389	60,389	571,124
Saturday Revenue Miles	4,192	5,264	4,172	13,628	4,364	5,296	4,233	13,893	5,318	4,185	4,789	14,292	4,214	4,214	46,027
<b>Total Revenue Miles</b>	<b>62,935</b>	<b>62,119</b>	<b>62,253</b>	<b>187,307</b>	<b>68,242</b>	<b>53,994</b>	<b>60,828</b>	<b>183,064</b>	<b>60,493</b>	<b>56,532</b>	<b>65,152</b>	<b>182,177</b>	<b>64,603</b>	<b>64,603</b>	<b>617,151</b>
Weekday Total Miles	65,250	63,307	65,754	194,311	72,207	55,127	63,670	191,004	62,405	59,188	67,994	189,587	68,139	68,139	643,041
Saturday Total Miles	4,802	6,007	4,811	15,620	5,112	6,034	4,837	15,983	6,087	4,770	5,506	16,363	4,816	4,816	52,782
<b>Total Miles</b>	<b>70,052</b>	<b>69,314</b>	<b>70,565</b>	<b>209,931</b>	<b>77,319</b>	<b>61,161</b>	<b>68,507</b>	<b>206,987</b>	<b>68,492</b>	<b>63,958</b>	<b>73,500</b>	<b>205,950</b>	<b>72,955</b>	<b>72,955</b>	<b>695,823</b>
# Operating Weekdays	22	21	21	64	23	18	22	63	20	19	22	61	22	22	210
# Operating Saturdays	4	5	4	13	4	5	4	13	5	4	4	13	4	4	43
<b># Total Operating Days</b>	<b>26</b>	<b>26</b>	<b>25</b>	<b>77</b>	<b>27</b>	<b>23</b>	<b>26</b>	<b>76</b>	<b>25</b>	<b>23</b>	<b>26</b>	<b>74</b>	<b>26</b>	<b>26</b>	<b>253</b>
Avg Weekday Ridership	1,053.4	1,396.1	1,523.4	1,320.1	1,542.0	1,505.5	1,340.3	1,461.1	1,497.1	1,594.4	1,475.5	1,519.6	1,371.9	1,371.9	1,425.8
Avg Saturday Ridership	476.5	524.4	509.0	504.9	621.8	580.6	739.5	642.2	851.6	730.8	1,923.0	1,144.1	513.0	513.0	740.4
<b>Avg Daily Ridership</b>	<b>964.6</b>	<b>1,228.5</b>	<b>1,361.1</b>	<b>1,182.4</b>	<b>1,405.6</b>	<b>1,304.5</b>	<b>1,247.8</b>	<b>1,321.0</b>	<b>1,368.0</b>	<b>1,444.2</b>	<b>1,544.4</b>	<b>1,453.6</b>	<b>1,239.7</b>	<b>1,239.7</b>	<b>1,309.3</b>
Wkday Ridership/Rev Hr	8.3	10.9	11.7	10.3	11.8	11.8	10.8	11.5	11.4	12.1	11.3	11.6	10.5	10.5	11.0
Sat Ridership/Rev Hr	9.4	10.2	9.9	9.9	11.0	11.1	14.2	12.0	15.6	14.1	28.4	19.8	9.9	9.9	13.7
Avg Weekday Rev Hours	126.6	128.4	130.3	128.4	130.9	127.4	123.5	127.3	131.8	131.4	130.7	131.3	130.0	130.0	129.1
Avg Saturday Rev Hours	50.9	51.5	51.2	51.2	56.3	52.1	52.3	53.4	54.5	51.9	67.6	57.7	51.7	51.7	53.9
Avg Weekday Rev Miles	2,670	2,707	2,766	2,714	2,777	2,705	2,573	2,685	2,759	2,755	2,744	2,752	2,745	2,745	2,720
Avg Saturday Rev Miles	1,048	1,053	1,043	1,048	1,091	1,059	1,058	1,069	1,064	1,046	1,197	1,099	1,054	1,054	1,070



# RIDERSHIP AND FARES

Period: 4/1/2026 to 4/30/2026

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopa	Vista	WC	Bikes	Guides	
Orange 2	814	402	0	33	16	284	124	48	0	27	0	0	14	3	1	928	40	16	9	91	0	2,750
Green 4	324	371	1	72	137	474	167	38	0	34	0	0	19	0	103	526	106	199	7	37	0	2,570
Green 4A	168	141	0	32	63	356	141	30	0	13	0	0	60	2	10	136	103	166	8	16	0	1,421
Blue 5	315	213	0	90	65	375	95	25	0	24	0	1	32	5	0	20	61	0	12	85	0	1,321
Purple 6	398	226	0	87	30	205	183	15	0	29	0	1	32	3	2	85	1,271	53	28	67	0	2,620
Gold 8	35	24	3	3	22	34	1	4	0	0	0	0	1	0	1	86	0	12	0	4	0	223
Silver 9	37	69	0	3	1	29	46	1	0	6	0	0	0	0	0	1,139	13	46	0	28	0	1,390
Turquoise 10	219	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	19	0	220
Yellow 95	8,030	5,277	0	652	268	1,567	889	292	0	347	1	10	146	13	22	1,610	339	256	138	415	0	19,719
<b>Grand Total:</b>	<b>10,339</b>	<b>6,723</b>	<b>4</b>	<b>972</b>	<b>602</b>	<b>3,324</b>	<b>1,646</b>	<b>453</b>	<b>0</b>	<b>481</b>	<b>1</b>	<b>12</b>	<b>304</b>	<b>26</b>	<b>139</b>	<b>4,530</b>	<b>1,933</b>	<b>748</b>	<b>203</b>	<b>762</b>	<b>0</b>	<b>32,233</b>

**REVENUE:**

Total Revenue: \$33,018.49  
 Unclassified Revenue: \$785.37  
 As a % of Total: 2.38%



## TOTAL MILES AND HOURS BY ROUTE April 2026

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	369.8	44.0	413.8	6,956	312	7,268
Brown Route 3						
Green Route 4	297.9	15.2	313.0	4,843	240	5,083
Green Route 4A	241.7	12.0	253.8	3,995	159	4,154
Blue Route 5	262.6	9.4	272.0	6,151	173	6,324
Purple Route 6	513.0	38.9	551.9	11,320	745	12,065
Gold Route 8	66.2	34.5	100.6	1,981	971	2,952
Silver Route 9	100.3	92.9	193.2	3,115	2,483	5,598
Turquoise Route 10	77.4	10.0	87.3	3,283	183	3,466
Yellow Route 95	1,138.9	85.0	1,223.9	22,959	3,086	26,045

Totals for April 2026			
<b>Total Hours</b>	<b>3,409.57</b>	<b>Total Miles</b>	<b>72,955</b>
<b>Revenue Hours</b>	<b>3,067.68</b>	<b>Revenue Miles</b>	<b>64,603</b>
<b>Non-Revenue Hours</b>	<b>341.88</b>	<b>Non-Revenue Miles</b>	<b>8,352</b>



## OPERATING SUMMARY - On-Call Fiscal Year 2026

### On-Call

	Quarter				Quarter				Quarter				Quarter		YTD
	Jul-25	Aug-25	Sep-25	Qtr	Oct-25	Nov-25	Dec-25	Qtr	Jan-26	Feb-26	Mar-26	Qtr	Apr-26	Qtr	
Weekday Ridership	626	587	681	1,894	706	544	528	1,777	503	536	606	1,645	606	606	5,922
Saturday Ridership	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Ridership</b>	<b>626</b>	<b>587</b>	<b>681</b>	<b>1,894</b>	<b>706</b>	<b>544</b>	<b>528</b>	<b>1,777</b>	<b>503</b>	<b>536</b>	<b>606</b>	<b>1,645</b>	<b>606</b>	<b>606</b>	<b>5,922</b>
Weekday Revenue Hours	290.1	274.9	315.6	880.6	334.6	257.8	277.8	870.3	201.3	251.9	261.5	714.7	275.1	275.1	2,740.6
Saturday Revenue Hours	26.0	32.9	27.3	86.1	30.9	35.7	22.4	89.1	30.5	26.6	27.8	84.9	26.0	26.0	286.0
<b>Total Revenue Hours</b>	<b>316.1</b>	<b>307.8</b>	<b>342.8</b>	<b>966.7</b>	<b>365.6</b>	<b>293.5</b>	<b>300.2</b>	<b>959.3</b>	<b>231.8</b>	<b>278.4</b>	<b>289.3</b>	<b>799.5</b>	<b>301.1</b>	<b>301.1</b>	<b>3,026.7</b>
Weekday Total Hours	377.2	361.7	406.9	1,145.8	420.9	321.8	351.5	1,094.1	266.4	313.3	336.1	915.8	347.5	347.5	3,503.1
Saturday Total Hours	34.7	47.5	39.7	121.9	43.4	47.9	31.3	122.6	42.9	35.7	39.9	118.4	36.9	36.9	399.7
<b>Total Hours</b>	<b>411.9</b>	<b>409.2</b>	<b>446.6</b>	<b>1,267.7</b>	<b>464.3</b>	<b>369.6</b>	<b>382.8</b>	<b>1,216.7</b>	<b>309.3</b>	<b>348.9</b>	<b>376.0</b>	<b>1,034.2</b>	<b>384.3</b>	<b>384.3</b>	<b>3,902.8</b>
Weekday Revenue Miles	4,658	4,364	5,046	14,068	5,203	4,066	4,162	13,431	2,831	3,606	3,661	10,098	3,674	3,674	41,271
Saturday Revenue Miles	428	663	517	1,608	570	736	401	1,707	607	552	476	1,635	483	483	5,433
<b>Total Revenue Miles</b>	<b>5,086</b>	<b>5,027</b>	<b>5,563</b>	<b>15,676</b>	<b>5,773</b>	<b>4,802</b>	<b>4,563</b>	<b>15,138</b>	<b>3,438</b>	<b>4,158</b>	<b>4,137</b>	<b>11,733</b>	<b>4,157</b>	<b>4,157</b>	<b>46,704</b>
Weekday Total Miles	6,978	6,701	7,406	21,085	7,572	5,478	5,691	18,741	4,260	4,973	5,302	14,535	5,156	5,156	59,517
Saturday Total Miles	645	938	774	2,357	885	1,090	610	2,585	953	777	775	2,505	728	728	8,175
<b>Total Miles</b>	<b>7,623</b>	<b>7,639</b>	<b>8,180</b>	<b>23,442</b>	<b>8,457</b>	<b>6,568</b>	<b>6,301</b>	<b>21,326</b>	<b>5,213</b>	<b>5,750</b>	<b>6,077</b>	<b>17,040</b>	<b>5,884</b>	<b>5,884</b>	<b>67,692</b>
# Operating Weekdays	22	21	21	64	23	18	22	63	20	19	22	61	22	22	210
# Operating Saturdays	4	5	4	13	4	5	4	13	5	4	4	13	4	4	43
<b># Total Operating Days</b>	<b>26</b>	<b>26</b>	<b>25</b>	<b>77</b>	<b>27</b>	<b>23</b>	<b>26</b>	<b>76</b>	<b>25</b>	<b>23</b>	<b>26</b>	<b>74</b>	<b>26</b>	<b>26</b>	<b>253</b>
Avg Weekday Ridership	28.4	27.9	32.5	29.6	30.7	30.2	24.0	28.2	25.2	28.2	27.5	27.0	27.5	27.5	28.2
Avg Saturday Ridership	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Avg Daily Ridership</b>	<b>24.1</b>	<b>22.6</b>	<b>27.3</b>	<b>24.6</b>	<b>26.1</b>	<b>23.6</b>	<b>20.3</b>	<b>23.4</b>	<b>20.1</b>	<b>23.3</b>	<b>23.3</b>	<b>22.2</b>	<b>23.3</b>	<b>23.3</b>	<b>23.4</b>
Wkday Ridership/Rev Hr	2.2	2.1	2.2	2.2	2.1	2.1	1.9	2.0	2.5	2.1	2.3	2.3	2.2	2.2	2.2
Sat Ridership/Rev Hr	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Trips per Rev Hour	2.0	1.9	2.0	2.0	1.9	1.9	1.8	1.9	2.2	1.9	2.1	2.1	2.0	2.0	2
Avg Weekday Rev Hours	13.2	13.1	15.0	13.8	14.5	14.3	12.6	13.8	10.1	13.3	11.9	11.7	12.5	12.5	13.1
Avg Saturday Rev Hours	6.5	6.6	6.8	6.6	7.7	7.1	5.6	6.9	6.1	6.6	6.9	6.5	6.5	6.5	6.7
Avg Weekday Rev Miles	212	208	240	220	226	226	189	213	142	190	166	166	167	167	197
Avg Saturday Rev Miles	107	133	129	124	143	147	100	131	121	138	119	126	121	121	126
Rev Miles per Rev Hr	16.1	16.3	16.2	16.2	15.8	16.4	15.2	15.8	14.8	14.9	14.3	14.7	13.8	13.8	15.4



## PMIs COMPLETED

Period: 4/1/2026 - 4/30/2026

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	PMI
123	4000 miles	367,773	371,384	3,611	On Time	A-3
146	4000 miles	92,510	96,187	3,677	On Time	A-1
200	6000 miles	424,164	430,252	6,088	On Time	A-6
201	6000 miles	401,682	407,553	5,871	On Time	B
202	6000 miles	312,028	317,970	5,942	On Time	A-5
203	6000 miles	412,870	418,750	5,880	On Time	A-1
204	6000 miles	344,817	350,684	5,867	On Time	A-1
205	6000 miles	339,063	344,692	5,629	On Time	A-4
208	6000 miles	224,872	230,558	5,686	On Time	A-2
209	6000 miles	200,957	206,922	5,965	On Time	A-4
211	6000 miles	206,440	212,749	6,309	On Time	A-5
212	6000 miles	154,213	160,170	5,957	On Time	A-4
250	6000 miles	176,538	182,571	6,033	On Time	A-5
300	4000 miles	211,907	217,563	5,656	Late	A-4
302	4000 miles	208,670	212,759	4,089	On Time	B-1
350	4000 miles	268,670	272,578	3,908	On Time	A-7
350	4000 miles	272,578	276,641	4,063	On Time	A-8
1100	4000 miles	37,094	40,785	3,691	On Time	A-7
1101	4000 miles	185,092	188,910	3,818	On Time	A-9
1102	4000 miles	165,061	168,933	3,872	On Time	A-5

**PMIs Completed: 20**

<b>On Time: 19</b>	<b>95.0%</b>
<b>Early: 0</b>	<b>0.0%</b>
<b>Late: 1</b>	<b>5.0%</b>

Note: "On Time" is based on mileage not days.



## Yuma County Intergovernmental Public Transportation Authority

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2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

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### Transit Operations Report

- Total ridership for April 2026 was 32,233 passengers
  - Ridership is down from April 2025 ridership of 34,821 passengers
- I attended the Community Transportation Association of America (CTAA) Conference and Expo with Shelly and Carol.
  - Valuable networking with fellow agencies and vendors
  - Many relevant sessions offering valuable knowledge and experience.
- I attended the Regional Mobility Committee meeting at the YMPO.
- The yumaycat.gov website is online. The old site will remain up for a couple more weeks while we finish up details involving key redirects and Google Analytics.
  - Simultaneously, we are rolling out the use of X (formerly Twitter) for route updates and notices. This allows Facebook to be reserved for events, advertisements, and positive messages.
- The City of Yuma has completed a concrete foundation to accommodate a bus shelter. We are in the process of arranging for the delivery and installation.
  - I have requested that Alex Tipton construct another foundation to accommodate an additional bus shelter.
- We have completed the upgrade of our server room. There are a couple of minor software tasks that remain, but our new server is fully operational and in place.

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Ian McGaughey – Yuma County, Brian Golding Sr. – Quechan Tribe

Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

- I am working with Seller's Petroleum, our fuel provider, who will provide fuel reports that can be uploaded to Samsara, our vehicle tracking software. This will allow us to track our fuel purchases and efficiency together with other vehicle history information.
- The surplus auction has concluded. Seven more vehicles were sold. We have several pieces of old equipment that were also sold.
- We have been in contact with the Yavapai MPO about the possible acquisition and transfer of ownership of a couple of our old Trolleys.

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Shelly Kreger, Transit Director



## RIDERSHIP AND FARES

Period: 4/1/2025 to 4/30/2025

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Grey-hound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopa-h	Vista	WC	Bikes	Guides	
Orange 2	568	331	0	42	19	252	182	10	0	19	1	184	15	0	0	1,148	24	24	3	74	0	2,819
Green 4	416	363	0	58	101	564	300	16	0	66	0	5	10	6	68	370	97	404	9	36	0	2,844
Green 4A	247	316	0	77	82	411	213	24	0	27	0	0	30	0	9	254	61	353	14	80	0	2,104
Blue 5	330	164	0	114	66	360	219	0	0	16	0	0	26	2	0	39	107	0	9	74	0	1,443
Purple 6	353	262	0	75	60	208	101	37	0	40	0	0	8	2	8	44	1,358	48	45	82	0	2,604
Gold 8	34	16	4	6	12	25	3	4	0	2	0	1	0	0	0	93	0	21	0	0	0	217
Silver 9	59	60	0	7	2	25	99	0	0	0	0	0	0	0	0	1,176	37	24	0	24	0	1,489
Turquoise 10	192	3	0	0	0	1	0	0	0	0	0	0	1	0	0	1	0	0	0	7	0	198
Yellow 95	8,561	5,666	0	632	244	1,637	1,747	161	0	338	2	151	73	31	6	1,192	333	328	56	359	1	21,102
<b>Grand Total:</b>	<b>10,761</b>	<b>7,181</b>	<b>4</b>	<b>1,011</b>	<b>586</b>	<b>3,483</b>	<b>2,864</b>	<b>252</b>	<b>0</b>	<b>508</b>	<b>3</b>	<b>341</b>	<b>163</b>	<b>41</b>	<b>91</b>	<b>4,317</b>	<b>2,017</b>	<b>1,202</b>	<b>136</b>	<b>736</b>	<b>1</b>	<b>34,821</b>

### REVENUE:

Total Revenue: \$34,555.61  
 Unclassified Revenue: \$888.52  
 As a % of Total: 2.57%



# RIDERSHIP AND FARES

Period: 4/1/2026 to 4/30/2026

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes	Guides	
Orange 2	814	402	0	33	16	284	124	48	0	27	0	0	14	3	1	928	40	16	9	91	0	2,750
Green 4	324	371	1	72	137	474	167	38	0	34	0	0	19	0	103	526	106	199	7	37	0	2,570
Green 4A	168	141	0	32	63	356	141	30	0	13	0	0	60	2	10	136	103	166	8	16	0	1,421
Blue 5	315	213	0	90	65	375	95	25	0	24	0	1	32	5	0	20	61	0	12	85	0	1,321
Purple 6	398	226	0	87	30	205	183	15	0	29	0	1	32	3	2	85	1,271	53	28	67	0	2,620
Gold 8	35	24	3	3	22	34	1	4	0	0	0	0	1	0	1	86	0	12	0	4	0	223
Silver 9	37	69	0	3	1	29	46	1	0	6	0	0	0	0	0	1,139	13	46	0	28	0	1,390
Turquoise 10	219	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	19	0	220
Yellow 95	8,030	5,277	0	652	268	1,567	889	292	0	347	1	10	146	13	22	1,610	339	256	138	415	0	19,719
<b>Grand Total:</b>	<b>10,339</b>	<b>6,723</b>	<b>4</b>	<b>972</b>	<b>602</b>	<b>3,324</b>	<b>1,646</b>	<b>453</b>	<b>0</b>	<b>481</b>	<b>1</b>	<b>12</b>	<b>304</b>	<b>26</b>	<b>139</b>	<b>4,530</b>	<b>1,933</b>	<b>748</b>	<b>203</b>	<b>762</b>	<b>0</b>	<b>32,233</b>

## REVENUE:

Total Revenue: \$33,018.49  
 Unclassified Revenue: \$785.37  
 As a % of Total: 2.38%



## Yuma County Intergovernmental Public Transportation Authority

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### Brand Ambassador Report

May 13, 2026

#### Bus Wraps

- Wrap installations are expected to be complete by the end of May.
- We were uncertain what condition the vehicle paint would be after removing the previous wraps, but no serious issues were encountered.

#### Bus Shelters

- Installation of 90 updated ads for Lerner & Rowe by the end of May.
- Installation of 17 updated ads for Quechan & Paradise Casinos by the end of May.
- Produced and installed two house ads printed on new materials to test weather hardiness and help with installation excellence.
- Shelters are 100% occupied except for the two at Walmart San Luis.

#### Website

- New site is live at [yumaycat.gov](http://yumaycat.gov).

#### Other

- Participated in the *Arizona # Work Stay Cool Summer Expo* on May 7.
- Performed regular vehicle and shelter presentation/compliance inspections, including vehicle detail inspections.
- Performed regular route monitoring for compliance.
- Performed vehicle detail inspections to ensure appropriate presentation excellence after deep cleaning, polishing, and all related detailing matters.

**Recommended Motion.** N/A

**Legal Counsel Review.** N/A

Respectfully submitted,  
Kirt Manuel, Brand Ambassador

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger, Transit Director

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### Summary Financial Report as of April 30, 2026

#### 1<sup>st</sup> Bank Yuma Reconciled Account Balances

	As of 04/30/2026	As of 04/30/2025	Difference
Greyhound	7,316.12	6,604.68	711.44
General	256,774.37	372,101.31	(115,326.94)
Payroll	23,493.05	17,686.34	5,806.71
Fare Revenue	207,988.65	13,268.36	194,720.29
			-
	<b><u>Treasurers Account</u></b>		
YC Treasurers	6,176.00	30,398.20	(24,222.20)
<b><u>Greyhound Commissions</u></b>	308.64	370.75	(62.11)
<b><u>Fare Revenue</u></b>	33,472.06	37,462.06	(3,990.00)
<b><u>Accounts Receivable</u></b>	355,564.29	217,545.45	138,018.84
<b><u>Accounts Payable *</u></b>	2,043,945.05	1,961,916.34	82,028.71

\*Accounts payable as of 4/30/2026 is \$2,043,945.5 which includes December, January, February, March, and April RATP Dev. A partial payment of \$338,412.84 was given for December, leaving a remaining balance of \$52,722.06.

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Shelly Kreger, Transit Director

**Yuma County Intergovernmental Public Transportation Auth.**  
**A/R Aging Detail**  
**As of April 30, 2026**

2:49 PM  
05/26/2026

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Class</u>	<u>Aging</u>	<u>Open Balance</u>
<b>Current</b>								
	Invoice	04/30/2026	JAN/APR-01	FTA	04/30/2026	AZ-2023-001-00		129,067.00
	Invoice	04/30/2026	JAN/APR-02	FTA	04/30/2026	AZ-2023-001-00		10,329.00
	Invoice	04/30/2026	JAN/APR-03	FTA	04/30/2026	AZ-2023-001-00		11,502.00
	Invoice	04/30/2026	JAN/APR-05	FTA	04/30/2026	AZ-2023-001-00		13,503.00
	Invoice	04/03/2026	HOY-MAR26	Haven of Yuma	05/03/2026			300.00
	Invoice	04/03/2026	OTM-MAR26	On Target Media	05/03/2026	Advertising		18,499.03
	Invoice	04/03/2026	MAR-AD-0326	Project X Media, Inc.	05/03/2026	Advertising		3,410.00
	Invoice	04/30/2026	JAN/APR-04	FTA	05/12/2026	AZ-2023-001-00		8,963.00
	Invoice	12/31/2025	ADOT-DEC26	ADOT 5311	05/18/2026	5311 ADOT		55,328.40
<b>Total Current</b>								<u>250,901.43</u>
<b>1 - 30</b>								
	Invoice	04/03/2026	MAR-2026	Cord Media	04/03/2026	Advertising	27	2,730.00
	Invoice	03/09/2026	FEB-AD-0226	Project X Media, Inc.	04/08/2026	Advertising	22	3,410.00
	Invoice	03/10/2026	March-26	Food City #127	04/09/2026	Fare Revenue:YCAT Fare Revenue	21	897.75
	Invoice	04/09/2026	Citrine-Pro	Citrine Law	04/09/2026		21	8,200.17
	Invoice	04/13/2026	OVH-0413	OnVida Health	04/13/2026	Fare Revenue:YCAT Fare Revenue	17	250.00
	Invoice	04/17/2026	COY-0426	City of Yuma Communications	04/17/2026		13	394.94
	Payment	04/21/2026	Check #2409	Cocopah Tribe (c)				<u>-0.02</u>
<b>Total 1 - 30</b>								<u>15,882.84</u>
<b>31 - 60</b>								
	Invoice	01/31/2026	QIT-JAN26	Quechan Indian Tribe (c)	03/02/2026	Transit Passthrough	59	44,964.78
	Invoice	02/05/2026	JAN-AD-0126	Project X Media, Inc.	03/07/2026	Advertising	54	3,410.00
<b>Total 31 - 60</b>								<u>48,374.78</u>
<b>61 - 90</b>								
<b>Total 61 - 90</b>								
<b>&gt; 90</b>								
	General Journal	06/30/2014	SKFY14 EOY	Genral Journal Entry				-0.01
	General Journal	06/30/2016	SKFY14 EOYR	Genral Journal Entry				0.01
	General Journal	06/30/2018	CM18JUN19	Creative Bus Sales, Inc-A/R				28,242.34
	General Journal	07/01/2018	CM19JUL09	Creative Bus Sales, Inc-A/R				-28,242.34
	Invoice	11/30/2023	FTANOV23-7	FTA	11/30/2023	AZ-2023-001-00	882	32.00
	Payment	01/09/2024	TR#175459-175460	Quechan Indian Tribe (c)				-8.92
	Credit Memo	02/29/2024	FEB24-A4	FTA	02/29/2024	AZ-2023-001-00:Other 3rd Party Contractual Ser	791	-69.00
	Invoice	06/30/2024	JUN24-A4-2	FTA	06/30/2024	AZ-2023-001-00	669	32.00
	Invoice	07/01/2024	CIT FY2025	Cocopah Tribe (c)	07/01/2024	Match Funds	668	80,124.79

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Class</u>	<u>Aging</u>	<u>Open Balance</u>
General Journal	07/01/2024	MG24JUL01	Cocopah Tribe (c)		Match Funds		-80,124.79
Payment	08/12/2024	TR#178781	FTA				-32.00
Invoice	11/30/2025	QIT-NOV25	Quechan Indian Tribe (c)	12/30/2025	Transit Passthrough	121	40,451.16
							<u>40,405.24</u>
							<u><b>355,564.29</b></u>

Total > 90

**TOTAL**

**Yuma County Intergovernmental Public Transportation Auth.**  
**A/P Aging Detail**  
**As of April 30, 2026**

2:55 PM  
05/26/2026

	<u>Type</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
<b>Current</b>						
	Bill	03OYU26	RATP DEV	04/30/2026		395,489.96
	Bill Pmt -Check	7868	Alberto Tiznado			-2,000.00
	Bill Pmt -Check	7879	Milton Euhus			-4,400.00
	Bill	950685	Titan Alarm Inc.	05/07/2026		12,916.27
	Bill	950686	Titan Alarm Inc.	05/07/2026		177.33
	Bill	72728	Sign Pro	05/07/2026		105.79
	Bill	780534018	Century Link Business Services	05/12/2026		4.14
	Bill	April 2026	Purchase Power	05/13/2026		60.00
	Bill	CL50255	Sellers Petroleum	05/15/2026		37,494.50
	Bill	0050255-IN	Sellers Petroleum	05/15/2026		870.18
	Bill	CL50666	Sellers Petroleum	05/15/2026		32,959.45
	Bill	151152-004-04-2026	FlixBus	05/15/2026		1,540.43
	Bill	0050666-IN	Sellers Petroleum	05/15/2026		983.00
	Bill	189540901042126	Time Warner Cable	05/21/2026		129.99
	Bill	6142515393	Verizon Wireless	05/21/2026		2,058.35
	Bill	April 2026	APS	05/22/2026		1,210.41
	Bill	26-0501YCIPTA	Solutions for Transit	05/30/2026		2,916.66
	Bill	STATEMENT END 04/30	Corporate Payment Systems - 4365	05/30/2026		1,727.46
	Bill	STATEMENT END 04/30	Corporate Payment Systems-7083	05/30/2026		6,670.32
	Bill	04OYU26	RATP DEV	05/30/2026		397,870.21
	Bill	168560448862	Commute with Enterprise	05/31/2026		9,060.00
						<u>897,844.45</u>
<b>Total Current</b>						897,844.45
<b>1 - 30</b>						
	Bill	01OYU26	RATP DEV	03/31/2026	30	381,555.12
	Bill	151152-003-03-2026	1st Bank Yuma	03/31/2026	30	20.00
	Bill	717981145	ADP	04/10/2026	20	102.71
	Bill	7429462-00	ADP	04/13/2026	17	360.77
	Bill	151152-003-03-2026	FlixBus	04/15/2026	15	2,170.58
	Bill	02OYU26	RATP DEV	04/21/2026	9	370,793.11

	<u>Type</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
	Bill	719026030	ADP	04/24/2026	6	102.71
Total 1 - 30						755,105.00
<b>31 - 60</b>						
	Credit	March 2026	Sun Life Assurance			-139.30
	Bill	12OYU25	RATP DEV	03/06/2026	55	391,134.90
Total 31 - 60						390,995.60
<b>61 - 90</b>						
Total 61 - 90						
<b>&gt; 90</b>						
Total > 90						
<b>TOTAL</b>						<b>2,043,945.05</b>

**Yuma County Intergovernmental Public Transportation Auth.**  
**Profit & Loss Budget vs. Actual**  
July 2025 through April 2026

	<u>Jul '25 - Apr 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>40000 · Intergovernmental</b>				
<b>40700 · Miscellaneous Revenues</b>				
40799-3 · Advertising Sales	582,619.23	367,591.60	215,027.63	158.5%
40799-4 · Greyhound Commisions - YCIPTA	2,351.95	2,916.60	-564.65	80.64%
40799-5 · Interest	2,309.81	3,333.30	-1,023.49	69.3%
40799-6 · Miscellaneous Revenues	15,466.36	2,916.60	12,549.76	530.29%
40700 · Miscellaneous Revenues - Other	53.00			
<b>Total 40700 · Miscellaneous Revenues</b>	<u>602,800.35</u>	<u>376,758.10</u>	<u>226,042.25</u>	<u>160.0%</u>
<b>40900 · Local Funding</b>				
40900-1 · Local Cash Match	0.00	254,089.10	-254,089.10	0.0%
40900-2 · Local Transit Dues	1,039,356.32	709,269.10	330,087.22	146.54%
40900-4 · Contributions Public Entities	119,770.00	100,383.30	19,386.70	119.31%
40900-5 · Tribal Route Income	729,430.34	781,001.60	-51,571.26	93.4%
<b>Total 40900 · Local Funding</b>	<u>1,888,556.66</u>	<u>1,844,743.10</u>	<u>43,813.56</u>	<u>102.38%</u>
<b>41101 · State Grants</b>				
41101-1 · ADOT 5311	662,607.20	1,527,504.10	-864,896.90	43.38%
<b>Total 41101 · State Grants</b>	<u>662,607.20</u>	<u>1,527,504.10</u>	<u>-864,896.90</u>	<u>43.38%</u>
<b>41300 · Federal Grant Revenue</b>				
41399-1 · FTA 5307	1,843,131.00	2,551,269.10	-708,138.10	72.24%
41399-4 · STP Capital Grant	0.00	721,900.00	-721,900.00	0.0%
<b>Total 41300 · Federal Grant Revenue</b>	<u>1,843,131.00</u>	<u>3,273,169.10</u>	<u>-1,430,038.10</u>	<u>56.31%</u>
<b>Total 40000 · Intergovernmental</b>	<u>4,997,095.21</u>	<u>7,022,174.40</u>	<u>-2,025,079.19</u>	<u>71.16%</u>
<b>41000 · Charges for Service</b>				
<b>40100 · Fare Revenue</b>				
40101 · YCAT Fares	356,861.72	380,000.00	-23,138.28	93.91%
40190 · On Call Fares	2,361.68	3,500.00	-1,138.32	67.48%
40191 · Fare Revenue - Other	14.01			
<b>Total 40100 · Fare Revenue</b>	<u>359,237.41</u>	<u>383,500.00</u>	<u>-24,262.59</u>	<u>93.67%</u>

**Yuma County Intergovernmental Public Transportation Auth.**  
**Profit & Loss Budget vs. Actual**  
July 2025 through April 2026

	<u>Jul '25 - Apr 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Total 41000 · Charges for Service</b>	359,237.41	383,500.00	-24,262.59	93.67%
<b>Total Income</b>	5,356,332.62	7,405,674.40	-2,049,341.78	72.33%
<b>Gross Profit</b>	5,356,332.62	7,405,674.40	-2,049,341.78	72.33%
<b>Expense</b>				
<b>50100 · Salaries and Wages</b>				
50102 · Regular Salaries and Wage	340,919.78	353,981.60	-13,061.82	96.31%
50104 · Regular Salaries Paid Leave	21,381.82			
<b>Total 50100 · Salaries and Wages</b>	362,301.60	353,981.60	8,320.00	102.35%
<b>50200 · Fringe Benefits</b>				
50201 · FICA- SS & Medicare	28,185.99	39,331.60	-11,145.61	71.66%
50202 · ASRS	41,772.16	42,477.50	-705.34	98.34%
50203 · Health Insurance	69,744.75	82,000.80	-12,256.05	85.05%
50204 · FUTA	347.54	2,450.00	-2,102.46	14.19%
50205 · Life Insurance	1,067.70	39,331.60	-38,263.90	2.72%
50208 · Workers Compensation Ins	740.00	1,250.00	-510.00	59.2%
<b>Total 50200 · Fringe Benefits</b>	141,858.14	206,841.50	-64,983.36	68.58%
<b>50300 · Services</b>				
50301-1 · ADA Paratransit	185,792.24	218,922.50	-33,130.26	84.87%
50301-2 · Accounting & Audit	33,920.00	29,166.60	4,753.40	116.3%
50301-3 · Vanpool Subsidy	108,563.22	105,000.00	3,563.22	103.39%
50302 · Advertising	3,497.96	41,666.60	-38,168.64	8.4%
50303-1 · Legal Services	13,377.50	12,500.00	877.50	107.02%
50303-2 · Cash Handel/Payroll Processing	2,940.09	2,083.30	856.79	141.13%
50303-3 · IT Support/Web Development	19,271.29	20,833.30	-1,562.01	92.5%
50305-0 · Bus Contractor	3,461,524.53	3,658,980.80	-197,456.27	94.6%
50305-1 · Contract Costs	34,537.18	50,833.30	-16,296.12	67.94%
50305-2 · Equipment Maintenance	22,340.13	2,500.00	19,840.13	893.61%
50305-3 · Office Equip Repair	1,959.25	1,500.00	459.25	130.62%
50305-4 · Vehicle Repair & Maintance	202,530.08	66,666.60	135,863.48	303.8%
50305-5 · Building Repairs & Maintance	3,249.35	15,000.00	-11,750.65	21.66%

**Yuma County Intergovernmental Public Transportation Auth.**  
**Profit & Loss Budget vs. Actual**  
July 2025 through April 2026

	<u>Jul '25 - Apr 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
50305-6 · Communications/Radio Service	22,988.05	16,666.60	6,321.45	137.93%
50305-7 · Grounds Keeping/Pest Control	784.33	416.60	367.73	188.27%
50305-8 · Software Updates/Maintenance	45,895.10	73,333.30	-27,438.20	62.58%
50307 · Security Services	29,024.52	416.60	28,607.92	6,967.0%
<b>Total 50300 · Services</b>	<b>4,192,194.82</b>	<b>4,316,486.10</b>	<b>-124,291.28</b>	<b>97.12%</b>
<b>50400 · Materials and Supplies</b>				
50401 · Fuel, Oil, Lubricants	470,462.97	541,666.60	-71,203.63	86.86%
50499-1 · Office Supplies	5,160.20	2,500.00	2,660.20	206.41%
50499-2 · Postage	814.15	833.30	-19.15	97.7%
50499-3 · Printing	5,222.83	20,833.30	-15,610.47	25.07%
50499-4 · Misc Materials & Supplies	2,624.30	1,250.00	1,374.30	209.94%
<b>Total 50400 · Materials and Supplies</b>	<b>484,284.45</b>	<b>567,083.20</b>	<b>-82,798.75</b>	<b>85.4%</b>
<b>50500 · Utilities</b>				
50501 · Electricity	12,652.43	15,000.00	-2,347.57	84.35%
50502-1 · Refuse Disposal	3,523.30	2,833.30	690.00	124.35%
50502-2 · Water - Offices	1,373.00	1,500.00	-127.00	91.53%
50502-3 · Water-Land	2,312.50	3,333.30	-1,020.80	69.38%
<b>Total 50500 · Utilities</b>	<b>19,861.23</b>	<b>22,666.60</b>	<b>-2,805.37</b>	<b>87.62%</b>
<b>50600 · Casualty and Liability Insuranc</b>				
50608-1 · Gen Liab Insurance	5,367.92	5,833.30	-465.38	92.02%
50608-2 · Prof. Liability Insurance	7,124.93	7,916.60	-791.67	90.0%
50608-3 · Automobile Insurance	6,755.09	7,500.00	-744.91	90.07%
50608-4 · Property Insurance	500.99	500.00	0.99	100.2%
<b>Total 50600 · Casualty and Liability Insuranc</b>	<b>19,748.93</b>	<b>21,749.90</b>	<b>-2,000.97</b>	<b>90.8%</b>
<b>50900 · Miscellaneous Expenses</b>				
50901 · Memberships/Dues/Subscriptions	27,366.55	16,666.60	10,699.95	164.2%
50902 · Travel Expenses	14,693.37	20,833.30	-6,139.93	70.53%
50906 · Finance Charges/Penalties	2,168.72	200.00	1,968.72	1,084.36%
50999-1 · License and Permits	80.00	83.30	-3.30	96.04%
50999-2 · Training/Education	5,175.00	12,500.00	-7,325.00	41.4%

**Yuma County Intergovernmental Public Transportation Auth.**  
**Profit & Loss Budget vs. Actual**  
July 2025 through April 2026

	<u>Jul '25 - Apr 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
50999-3 · Other Misc Expense	6,879.22	2,916.60	3,962.62	235.86%
50999-5 · Telephone/Internet	9,095.23	4,333.30	4,761.93	209.89%
50900 · Miscellaneous Expenses - Other	3,389.86			
<b>Total 50900 · Miscellaneous Expenses</b>	<u>68,847.95</u>	<u>57,533.10</u>	<u>11,314.85</u>	<u>119.67%</u>
<b>51200 · Leases and Rentals</b>				
51212-1 · Building Lease	39,600.00	44,000.00	-4,400.00	90.0%
51212-2 · Leases Rental Equipment	411.20	291.60	119.60	141.02%
51212-4 · Lease	24,400.00	20,000.00	4,400.00	122.0%
<b>Total 51200 · Leases and Rentals</b>	<u>64,411.20</u>	<u>64,291.60</u>	<u>119.60</u>	<u>100.19%</u>
<b>51600 · Capital Outlay</b>				
51600-3 · Buildings/Mutli Modal Center	369,399.26	878,245.80	-508,846.54	42.06%
51600-5 · Automobiles	0.00	291,666.60	-291,666.60	0.0%
51600-6 · Furniture and Equipment	35,933.07	647,892.50	-611,959.43	5.55%
<b>Total 51600 · Capital Outlay</b>	<u>405,332.33</u>	<u>1,817,804.90</u>	<u>-1,412,472.57</u>	<u>22.3%</u>
<b>Total Expense</b>	<u>5,758,840.65</u>	<u>7,428,438.50</u>	<u>-1,669,597.85</u>	<u>77.52%</u>
<b>Net Ordinary Income</b>	<u>-402,508.03</u>	<u>-22,764.10</u>	<u>-379,743.93</u>	<u>1,768.17%</u>
<b>Net Income</b>	<u><b>-402,508.03</b></u>	<u><b>-22,764.10</b></u>	<u><b>-379,743.93</b></u>	<u><b>1,768.17%</b></u>