

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: <u>info@ycipta.az.gov</u>, Web: <u>www.ycipta.az.gov</u>

## NOTICE AND AGENDA OF THE REGULAR MEETING THE BOARD OF DIRECTORS OF 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:

Please note: Due to the COVID-19 Pandemic, the Yuma County Intergovernmental Public Transportation Authority will hold this month's regular meeting via Global GoToMeeting to ensure the safety of the public, board members and staff. See meeting login information below. This meeting is open to the public.



MONDAY, September 28, 2020 @ 1:30 p.m. VIA GOTOMEETING

YCIPTA Board Meeting Mon, Sep 28, 2020 1:30 PM - 3:30 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

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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

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County 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:

## 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 August 24, 2020 regular session minutes. Pg.4

## **DISCUSSION & ACTION ITEMS:**

- 1. Welcome Jerry Cabrera, City Manager City of Somerton. No action required.
- 2. Discussion and or action regarding the 2020 Board of Directors term renewal for Jerry Cabrera City of Somerton. Action required. Pg. 10
- 3. Discussion and or action regarding the YCIPTA Vanpool RFP and Contract Award to Commute. Action required. Pg. 13
- 4. Discussion and or action regarding CARES Act funding. Possible action required. Pg. 49

Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

- 5. Discussion and or action regarding the YCAT Maintenance Updates. Oliver Cromwell, GM RATP Dev presenting. No action required. Pg. 53
- 6. Discussion and or action regarding the YCIPTA Shelter and Bus Stop Permit status report. No action required. Pg. 76
- 7. Discussion and or action regarding YCIPTA Fleet status report. No action required. Pg. 90
- 8. Discussion and or action regarding the Second Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and the City of Yuma For Federal Transit Funding. Action required. Pg. 93

## **PROGRESS REPORTS:**

- 1. Operations Manager Report Oliver Cromwell, General Manager RATP Dev. *No action required. Pg.* 97
- 2. Transit Director Report Shelly Kreger, YCIPTA Transit Director. *No action is required. Pg.* 98
- 3. Transit Ridership and Marketing Update Carol Perez, Transit Operations Manager. *No action is required. Pg. 100*
- 4. Financial Report Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required. Will be provided by meeting time*

## SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

October 26, 2020

## ADJOURNMENT

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Board Meeting on Monday, June 22, 2020 virtual meeting via Global GoToMeeting. The Chair, Ms. Zambrano called the meeting to order at 1:32 p.m.

#### Members Present:

Susan M. Zambrano/Arizona Western College/Chairperson Dr. Michael Sabath/Northern Arizona University/Vice Chair Jorge Lozano/City of Somerton/Secretary/Treasurer Susan Thorpe/Yuma County Ralph Velez/City of San Luis Philip Rodriguez/City of Yuma Brian Golding, Sr./Quechan Tribe Larry Killman/Town of Wellton

#### Members Excused:

Paul Soto/Cocopah Tribe

#### Others Present:

Shelly Kreger/YCIPTA/Transit Director Chona Medel/YCIPTA/Financial Service Operation Manager Carol Perez/YCIPTA/Transit Operations Manager Marty Padilla/YCIPTA/Quality Assurance Officer Oliver Cromwell/RATP Dev/General Manager Jennifer Shields/Heinfeld, Meech & Co. P.C./Partner

The Pledge of Allegiance was led by Ms. Susanna Zambrano.

#### CALL TO PUBLIC:

No comments were made.

Ms. Zambrano stated that Mr. Luis Martinez, AWC Student, had expressed his gratitude for the YCAT service.

#### CONSENT CALENDAR:

#### No. 1: Adopt the April 27 and June 22, 2020 and regular session minutes.

**Motion** (Killman/Sabath): To approve as presented. **Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

#### **DISCUSSION & ACTION ITEMS:**

## No. 1: Discussion and or action regarding YCIPTA's First Amendment to Second Amended and Restated By-Laws. Action required

Ms. Kreger presented the report as contained in the member packet.

**Motion** (Thorpe/Rodriguez): To approve as presented. **Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

## No. 2: Discussion and or action regarding the FY2018 Single Audit and Certified Annual Financial Report (CAFR). Action required. Sent under separate cover.

Ms. Jennifer Shields, Partner, Heinfeld, Meech & Co. P.C., provided some background information of the report. Ms. Shields stated that the report was for FY 2018 audit and was obviously a few years old. Ms. Shields thanked Ms. Kreger and Ms. Medel for their assistance getting through the pandemic. Ms. Shields further stated that audit resulted in a "clean opinion", timeliness was a concern but audit was clean.

Ms. Shields stated that there were no disagreements with management or audit adjustments. Ms. Shields will be providing Ms. Kreger with a letter with the same information as what is being covered in the meeting. The audit is expected to be finalized in the next day or two.

Ms. Shields recommended a fraud prevention checklist for the Board.

Ms. Shields stated there was one finding due to timeliness in providing the financial statement; YCIPTA has an action plan which was deemed sufficient. Fiscal year 2019 is late as well but a timeline has been established to ensure fiscal year 2020 is on time.

Ms. Thorpe inquired as to the anticipated fiscal year 2019 audit completion was to ensure fiscal year 2020 audit was on time.

Ms. Shields stated that the it was a very aggressive timeline. The deadline for 2020 March 31, 2021 for both fiscal year 2019 and fiscal year 2020.

Mr. Sabath requested more information as to the issue with timeliness.

Ms. Kreger stated that the finalization of the National Express mediation was not completed until April.

**Motion** (Sabath/Thorpe): To approve as presented. **Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

## No. 3: Discussion and or action regarding the YCIPTA Vanpool RFP and Contract Award to Commute. Action required.

Ms. Kreger requested the item be tabled. The item was tabled. No Action taken.

#### No. 4: Discussion and or action regarding the YCIPTA Strategic Planning Services RFP 2021-001. Action required

Ms. Kreger presented the report as contained in the member packet. Ms. Kreger further stated that the it was the same process as what the South West Transit Association (SWTA) just went through.

Mr. Rodriguez inquired as to why the fiscal impact was zero.

Ms. Kreger stated that there was money already in the budget for consultant fees. Ms. Kreger stated that she also wanted to choose a proposal based on qualification and not money-based.

**Motion** (Rodriguez/Sabath): To approve as presented. **Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

## No. 5: Discussion and or action regarding the 1st Amendment to the YCIPTA-AWC MOU. Action required.

At 1:49 p.m. Mr. Golding lost connection but immediately called in.

Ms. Kreger provided the report as contained in the member packet. Ms. Kreger stated that Arizona Western College (AWC) was concerned with the language of the memorandum of understanding (MOU) and requested it be changed to state that they were paying membership dues of \$100,000 semi-annually.

Ms. Medel stated that the correction was more for AWC because it could be interpreted as they were paying for bus pass and not for service.

Ms. Thorpe requested staff review the language for the Cocopah MOU as well.

**Motion** (Sabath/Thorpe): To approve as presented. **Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

#### No. 6: Discussion and or action regarding the YCAT Maintenance Audit. No action required

Ms. Kreger stated that Ms. Perez had sent email with RATP Dev's notes and updated maintenance plan. Ms. Kreger inquired as to whether Mr. Cromwell was present and did not receive a response.

Mr. Cromwell was present for the meeting however; he was having technical difficulties and was unable to respond or present the report.

Ms. Kreger stated that another maintenance audit would be performed within the next couple of months.

Ms. Kreger stated that Maintenance Updates will be standing item going forward.

Ms. Thorpe stated that an important item to monitor was the preventative maintenance inspections (PMIs).

Ms. Kreger stated that PMIs were tracked on a regular basis and also noted that the Quality Assurance officer monitors PMIs as well. Ms. Kreger also stated that all of the maintenance data is currently being entered in Solutions.

Mr. Golding inquired as to the state of the fleet not just PMI. Mr. Golding mentioned that previously there was a huge maintenance backlog.

Ms. Kreger stated that all the workorders not related to body damage were complete.

Mr. Golding stated that it appeared that maintenance department had improved.

Ms. Kreger stated that the major issues had been resolved.

Mr. Sabath stated that there was a lot of information and was hard to digest. Mr. Sabath stated that key performance indicators (KPI) would be helpful.

Ms. Kreger stated that KPIs would be provided at the next meeting.

Mr. Sabath also requested the age of fleet in comparison to other transit agencies and fleet replacement plan.

No action required; no action taken.

#### No. 7: Discussion and or action regarding the YCIPTA Shelter Plan. No action required.

Ms. Kreger stated that the spreadsheet was provided by Core Engineering and automatic Passenger Counter (APC) data was also attached. Ms. Kreger noted that:

- Items in green Applications for permit would be filed in the next week or so
- Items in blue Need further discussion with City of Yuma regarding encroachment
- 10 shelters have been ordered with approximately 12-14 weeks for delivery
- 2 shelters in Welton are not in currently being used so we will have 12 shelters available

Ms. Kreger stated that APC data provides ranking by ridership.

Ms. Thorpe inquired if shelter information could be added to the APC data.

Ms. Zambrano noted that there was no mention regarding south county.

Ms. Kreger stated that the list was by location. Ms. Zambrano inquired if south county would be added in the future. Ms. Kreger confirmed and stated that it was being looked into.

Mr. Golding inquired regarding the Walmart stop on Ave B (West Yuma Transfer Hub) if more shelter were to be added. Ms. Kreger replied that that we may need to reevaluate amenities and possible add shelters.

#### No. 8: Discussion and or action regarding the CARES Act Funding. Possible action required.

Ms. Kreger presented as contained in the member packet.

Ms. Thorpe inquired as to how much funding YCIPTA received and when it was to be awarded. Ms. Kreger stated that the funding was a total of 8.2 million and it had been awarded already.

Mr. Rodriguez stated that YCIPTA cash position in the 2018 audit looked strong compared to what was being described in the report. Mr. Rodriguez further stated that more dialogue was needed and not much was known when the vote was taken.

Ms. Thorpe following up on Mr. Rodriguez' point, inquired regarding YCIPTA's total budget for operations.

Ms. Kreger stated the total was 4.5 million not including property.

Ms. Thorpe stated that YCIPTA was not comparable to how much Yuma County and City of Yuma received in CARES Act monies. Ms. Thorpe stated that she did not recall YCIPTA's fare revenue but knew it was very small. Ms. Thorpe stated that her intent was to be protective of the funds but not hurt the agency.

Mr. Rodriguez stated that the intention was not to seeing public transportation go away but it was not light to receive that amount of funding.

Mr. Sabath stated that YCIPTA was really fortunate to have had received that money and noted that it was interesting to hear the comparisons. Mr. Sabath inquired as to how we compare in terms of other transit organization and what are YCIPTA's plans for the funds.

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Ms. Kreger stated that funds were allocated based on 5307 formula. The money was applied for very quickly and we can amend if need be. The funds are in operating since that is a 50/50 match and would benefit the agency the most. YCIPTA can amend to purchase buses.

Ms. Kreger stated that CARES funding can't be used to match grant money. Ms. Kreger stated that since YCAT is not collecting fares that YCIPTA does not have cash flow. Ms. Kreger also stated that YCIPTA relies on member entity dues and fare revenue to match grant money.

Mr. Sabath inquired if any of that funding would be used for developing the property.

Ms. Kreger stated that YCIPTA's main focus was on buses but if money was left it could be used on the property.

Ms. Thorpe requested to hear from the other entities how much their operating budget was compared to the CARES funding received.

Mr. Lozano and Mr. Killman provided the information requested.

Mr. Velez attempted to speak but was experiencing technical difficulties.

Mr. Rodriguez inquired as to YCIPTA's current cash position.

Ms. Medel stated that currently it was \$50,000 but not all was cash, there were some outstanding warrants.

Ms. Zambrano stated that AWC's attendance is down and could benefit from reprieve but not planning or expecting on receiving a reimbursement.

Ms. Thorpe stated \$ 557,000 of member agency dues would equate to 20 years' worth of fares.

Ms. Kreger stated that the funds were also for Personal Protective Equipment (PPE), extra sanitation, and COVID time off reimbursements. Ms. Kreger stated that entity dues were \$516,000.

Mr. Rodriguez stated that for next meeting this item should have a motion to include an itemized budget for use of care act funding and include member contribution reprieve for FY 20-21.

No action taken.

#### **PROGRESS REPORTS:**

## No. 1: Operations Manager Report – Oliver Cromwell, General Manager – RATP Dev. No action required.

Ms. Kreger presented the report as contained in the member packet. No action taken.

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

Ms. Kreger presented the report as contained in the member packet. No action taken.

Ms. Zambrano appreciated that most of routes were returning to regular schedule. Ms. Zambrano further stated that AWC would be returning to in person classes shortly.

No action taken.

## No. 3: Transit Ridership – Carol Perez, Transit Operations Manager. No action is required.

Ms. Perez presented the report as contained in the member packet.

Ms. Zambrano inquired as to how the public was made aware of changes due to COVID.

Ms. Perez stated information was provided on the bus in form of a "take away", Facebook posts as well as information on the YCAT website. No action taken

# No. 4: Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. No action is required.

Ms. Medel presented the report as contained in the member packet. Ms. Medel noted that the Arizona Department of Transportation was backlogged due to change in staff and staff working remotely. No action taken.

## SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

Next meeting is scheduled on September 28, 2020.

Ms. Zambrano requested a marketing update especially the web site.

**Motion** (Sabath/Rodriguez): To adjourn. **Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

## ADJOURNMENT

There being no further business to come before the Authority, the meeting was adjourned at 3:00 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this\_\_\_\_\_,2020, Agenda Item\_\_\_\_.

Carol Perez, Board Secretary



Yuma County Intergovernmental Public Transportation Authority

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September 28, 2020

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 Director term renewal for Jerry				
-	Cabrera (City of Somerton)				

<u>Requested Action</u>: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve term renewal for Jerry Cabrera (City of Somerton)

<u>Background and Summary:</u> : Article VI paragraph 4.2 of the amended YCIPTA bylaws state "The initial directors shall serve for terms of two (2), three (3), four (4) and five (5) years, to be determined by lots, with three (3) directors serving initial terms of three (3) years, three (3) directors serving initial terms of four (4) years and one (1) director serving initial terms of five (5) years. Succeeding directors shall serve full five (5) year terms in staggered rotation. Additional directors shall be allocated within this system to ensure an orderly and regular rotation of directors."

Jerry Cabrera term expires 02/28/20, the term renewal will be for 5 years with a term ending 02/28/2025.

<u>Recommended Motion</u>: Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approves term renewals for Jerry Cabrera (City of Somerton)

Fiscal Impact: None

Legal Counsel Review: N/A

Attachments: Updated FY2021 Board of Directors list.

For information on this staff report, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for Submission

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Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

#### 2020 Yuma County Intergovernmental Public Transportation Authority Board of Directors:

Philip Rodriguez - City of Yuma, term ending 02/28/21

Brian Golding, Sr. - Quechan Indian Tribe, term ending 2/28/22

Jerry Cabrera - City of Somerton, term ending 02/28/20 (+5 yrs – 2025)

Susan Thorpe - Yuma County, term ending 02/28/23

Michael Sabath - Northern Arizona University, term ending 02/28/24

Susan M. Zambrano – Arizona Western College, term ending 02/28/21

Ralph Velez - City of San Luis, term ending 02/28/23

Larry Killman – Town of Wellton, term ending 02/28/24

Paul Soto - Cocopah Indian Tribe, term ending 02/28/21

ALL TERM RENEWALS ARE NOW AT 5 YEARS AS PER YCIPTA BY-LAWS



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September 28,2020

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 YCIPTA's Vanpool RFP and contract award to Commute.

<u>Requested Action</u>: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the vanpool contract award to Commute.

<u>Background and Summary</u>: YCAT Vanpool service for YCIPTA began in 2013. Service is available to commuters who live and/or work in Yuma County, Arizona or if the daily Vanpool route traverses any part of Yuma County. Fixed and operating costs for Vanpool vehicles, including gasoline, are shared by the riders. Some employers who encourage vanpool transportation for their employees subsidize a portion of the monthly cost. The successful Contractor will receive a \$300.00 per month, per van subsidy from YCIPTA.

On April 27, 2020 the YCIPTA board approved the release of the Vanpool Program RFP as the current contract with Commute with Enterprise is due to expire on June 30, 2020. One proposal was received from Commute with Enterprise. When the first RFP was issued in 2013 there were two proposals received, one from vRide and one from Enterprise Holdings. vRide was ultimately awarded the contract. In 2017 Enterprise Holdings, known now as Commute with Enterprise merged with vRide becoming one entity. Commute with Enterprise is the largest vanpool provider in North America.

Staff has researched other vanpool providers that could provide services to our area and has come up with none. If Commute is not providing the service the actual transit agency is operating their own vanpool services.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susanna M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton, Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

<u>Fiscal Impact</u>: None as this subsidy amount is budgeted in the current approved budget for FY20-21.

<u>Recommended Motion:</u> That the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the vanpool contract award to Commute.

Fiscal Impact: None

Legal Counsel Review: Yes

Attachments: Contract between YCIPTA and Commute.

For information on this staff report, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for Submission

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Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

## YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY INDEPENDENT CONTRACTOR AGREEMENT WITH ENTERPRISE LEASING COMPANY OF PHOENIX, LLC FOR VANPOOL PROGRAM

This Independent Contractor Agreement ("<u>Agreement</u>") entered into the 1<sup>st</sup> day of July, 2020 ("<u>Effective Date</u>"), by and between YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, a political subdivision of the State of Arizona ("<u>YCIPTA</u>"), and ENTERPRISE LEASING COMPANY OF PHOENIX, LLC d/b/a Commute with Enterprise ("<u>Contractor</u>"). The terms "party" and "parties" as used herein shall refer to YCIPTA, Contractor or both as may be appropriate.

#### WITNESSETH:

WHEREAS, YCIPTA is in need of the services of an independent contractor to perform commuter vanpool services YCIPTA's operations in Yuma County, Arizona under its marketing and fixed route transit system name, Yuma County Area Transit ("YCAT");

WHEREAS, Contractor provides such commuter vanpool services, and is willing and able to provide these services to YCIPTA as an independent contractor; and

WHEREAS, the parties desire to enter into an Independent Contractor Agreement for said services subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, YCIPTA and Contractor hereby agree as follows:

## SECTION ONE - DESCRIPTION OF WORK

The work to be performed by Contractor includes all administrative, operational and maintenance services generally performed by Contractor in Contractor's usual line of business, including, but not limited to, those services specified in **Schedule A, Description of Work**, attached hereto and incorporated by reference as though fully set forth herein. Contractor shall perform such services using its best efforts, attention, skills, and energy as necessary to complete the work in Schedule A. Contractor represents and warrants to YCIPTA that Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to practice Contractor's profession and perform the services under this Agreement, and Contractor represents and warrants to YCIPTA that it will maintain in good standing all such licenses, permits, qualifications, and approvals during the Term of this Agreement.

#### **SECTION TWO – PRICE AND PAYMENT**

YCIPTA agrees to pay Contractor in accordance with the price and payment terms set forth in **Schedule B**, **Price and Payment**, attached hereto and incorporated by reference as though fully set forth herein. Contractor agrees to accept such amounts as full and fair compensation for its performance of this Agreement.

#### **SECTION THREE – EXPENSES**

YCIPTA shall not owe, nor reimburse, Contractor for travel and/or any other expenses paid or incurred by Contractor in the performance of services provided under this Agreement.

#### SECTION FOUR – INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood and agreed to by and between the parties hereto that Contractor is, and shall be, an independent contractor responsible to all parties for its acts and omissions associated with its work and services provided pursuant to this Agreement, and is not an employee, servant, agent, partner or joint venturer of YCIPTA. YCIPTA shall in no way be responsible for the actions of Contractor. YCIPTA shall determine the work to be done by Contractor, but Contractor shall determine the means by which it accomplishes the work specified by YCIPTA, subject to the Description of Work attached in Exhibit A. 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, servants, and agents, 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, profit sharing, pension, retirement, or Social Security on account of their work under this Agreement.

#### **SECTION FIVE - TERM**

The Term of this Agreement shall begin on the Effective Date and end on June 30, 2021. YCIPTA and Contractor may jointly agree to extend this Agreement for up to five (5), one (1) year extensions through June 30, 2026. Such extension(s) must be mutually agreed to in writing by the parties.

## 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, retirement, Social Security contributions, and all other benefits for Contractor and its employees, servants, and agents. Under no circumstances shall Contractor's employees be considered employees, servants, agents, partners or joint venturers of YCIPTA.

Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor agrees to consider any concerns and/or requests raised and/or made by YCIPTA regarding Contractor's representatives performing services under this Agreement.

#### **SECTION SEVEN - INSURANCE**

Contractor shall procure and furnish YCIPTA with current certificates of insurance coverage for general liability insurance, motor vehicle insurance, and such other insurance as YCIPTA may require from time-to-time as defined in **Schedule D**, **Insurance Requirements/Certification**, attached hereto and incorporated by reference as though fully set forth herein. Contractor shall maintain all such insurance coverage and shall furnish YCIPTA with certificates of renewal coverage.

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

Contractor shall perform this Agreement and all related work at its own risk. Unless another party is legally or contractually responsible, Contractor assumes all responsibility for the condition of tools, equipment, and materials used in connection with its performance of its duties and obligations under this Agreement. Contractor, and its employees, officers, servants, subcontractors, and agents shall indemnify, defend (with legal counsel reasonably acceptable to YCIPTA), and hold harmless YCIPTA, and its officers, directors, officials, employees, consultants, agents and volunteers from any and all third party claims, demands, losses, liability, damages or expenses arising out of or resulting from Contractor's, or its employees', officers', servants', subcontractors' or agents' negligence (act or omission), errors or omissions, ultrahazardous activities, activities giving rise to strict liability, or willful misconduct in connection with its work under this Agreement.

#### **SECTION NINE - ASSIGNMENT**

YCIPTA may assign any or all of its rights, obligations 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, however, upon YCIPTA's notice of such assignment to Contractor, which shall be provided within thirty (30) days of the assignment. If Contractor objects to this assignment, Contractor may terminate this Agreement in accordance with Section Ten. Contractor shall not assign any of its rights, obligations or duties under this Agreement without the prior, written consent of YCIPTA, which shall not be unreasonably withheld.

## **SECTION TEN - TERMINATION**

Either party may terminate this Agreement, with or without cause, upon prior, written notice to the other party. Termination for cause shall be effective immediately when given, unless an alternative termination date is expressly stated in the notice of termination.

If either party terminates the Agreement for cause, the terminating party shall provide written notice to the other party outlining the default under the Agreement. The defaulting party will then have thirty (30) days to cure such default. If the default is not cured within thirty (30) days or another mutually agreed upon date, the terminating party may terminate the Agreement effective immediately.

If either party terminates the Agreement for convenience, the terminating party shall provide the other party with a minimum of forty-five (45) days prior, written notice of the termination. In either case, Contractor shall be entitled to the continuation of compensation for the period leading up to the date of termination.

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

Unless Contractor terminates the Agreement for YCIPTA's failure to cure default, Contractor expressly agrees to provide all transitional support necessary to effectuate YCIPTA's transition to a new Vanpool Service provider as discussed in the "Service Continuity" Section of **Schedule A**.

## **SECTION ELEVEN – PROJECT MANAGER**

The Transit Director shall be the designated representative of YCIPTA for all purposes under this Agreement. As such, Shelly Kreger, Transit Director for YCIPTA, is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement. Additionally, the YCIPTA Project Manager shall be the sole judge as to whether the performance of the services by Contractor is satisfactory.

The Contractor shall assign a single Project Manager to exercise overall responsibility for progress and execution of this Agreement for Contractor. Contractor shall designate a Project Manager with suitable experience pursuant to and required by the Request for Proposals ("RFP") within seven (7) calendar days of the Effective Date of this Agreement, and shall so advise YCIPTA of that person's identity and contact information. Contractor agrees to consider any concerns and/or requests raised and/or made by YCIPTA regarding Contractor's representatives performing services under this Agreement.

## **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 YCIPTA

Contractor has no authority to enter into, or negotiate, contracts on behalf of YCIPTA. This Agreement does not create a partnership, joint venture or any other relationship between the parties, other than an independent contractor relationship.

## SECTION FOURTEEN - COMPLIANCE WITH LAWS

Contractor represents that it has complied, and will continue to comply, with all federal, state and local laws and obtained any necessary business permits and licenses that may be required to carry out the work and services to be performed under this Agreement. The required Federal Transit Administration ("FTA") third-party contract clauses are made a part of this

Agreement, as set forth in **Schedule C, Required FTA Third Party Contract Clauses**, attached hereto and incorporated by reference as though fully set forth herein. Contractor agrees to abide by all required contract clauses and to include them in any and all subcontracts it may enter into in connection with this Agreement. This Agreement is or may be financed in part with funding received under Sections 5307, 5311 and/or 5310 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 <a href="http://www.fta.dot.gov/documents/19-Master.pdf">http://www.fta.dot.gov/documents/19-Master.pdf</a>.

## **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:

For 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 <u>skreger@ycipta.az.gov</u>
For Contractor:	Attn: Becky Stull, Group Commute Manager Enterprise Leasing Company of Phoenix, LLC 4100 West Galveston Street Chandler, AZ 85226 Phone: 480-785-4408 Email: <u>becky.stull@ehi.com</u>

#### SECTION SIXTEEN- ENTIRE AGREEMENT; AMENDMENT

This Agreement, along with the attached Schedules and related documents referred to herein, if any, contains the entire agreement between the parties hereto. All prior and contemporaneous agreements, representations and understandings, written or oral, are superseded by and merged into this Agreement. No promises or assurances have been made which are not part of this Agreement. Any previous agreements, whether written or oral, entered into between the parties are null and void unless specifically incorporated herein. No supplement, modification or amendment of this Agreement shall be binding unless agreed to and executed in writing by all of the parties, or their authorized representative, hereto.

#### 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 by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision(s), 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, the parties agree to participate in good faith in mediation. In the event that a good faith resolution has not been reached in sixty (60) days, the parties agree that any such difference, dispute or uncertainty shall be referred to arbitration pursuant to the Revised Uniform Arbitration Act of the State of Arizona.

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

In the event suit, or other action, 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. An electronic signed version of this Agreement shall have the same effect as the original.

## SECTION TWENTY-ONE - GOVERNING LAW & VENUE

The parties agree this Agreement 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, are not a part of this Agreement, shall not be deemed to limit or alter any provision(s) of this Agreement, and shall not be deemed relevant in construing the Agreement

## **SECTION TWENTY-FOUR – TIME IS OF THE ESSENCE**

Time is of the essence in each and every provision hereof.

## **SECTION TWENTY-FIVE – REPRESENTATION**

Each individual executing this Agreement represents and warrants that the individual has the complete and full authority to enter into this Agreement on behalf of the party for whom the individual signs.

## **SECTION TWENTY-SIX – BINDING EFFECT**

Subject to the limitations upon assignments and transfers herein contained, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, successors and assigns.

## **SECTION TWENTY-SEVEN – CERTIFICATIONS**

Contractor shall complete and execute all affidavits and certifications set forth in **Schedule "E," Miscellaneous Forms**, attached and incorporated by reference as though fully set forth herein, at the same time as the execution of this Agreement.

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

## YUMA COUNTY INTERGOVERNMENTAL ENTERPRISE LEASING COMPANY PUBLIC TRANSPORTATION AUTHORITY OF PHOENIX, LLC

d/b/a Commute with Enterprise

By: Shelly Kreger Its: Transit Director

By:	
Its:	

## SCHEDULE A DESCRIPTION OF WORK

YCIPTA seeks a contactor to assist in the provision of commuter vanpool services for Yuma County. This program is grant funded with Federal Transit Administration (FTA) section 5307 funds. YCIPTA will commit to one year operation and if the program is successful, extend the program up to five years.

Contractor included in its proposal a work plan that describes how the Contractor intends to provide administrative services and assist in operations of the third-party Vanpool service as well provision of a Vanpool fleet.

YCAT Vanpool service for YCIPTA began in 2013. Service is available to commuters who live and/or work in Yuma County, Arizona or if the daily Vanpool route traverses any part of Yuma County. Fixed and operating costs for Vanpool vehicles, including gasoline, are shared by the riders. Some employers who encourage vanpool transportation for their employees subsidize a portion of the monthly cost. The Contractor will receive a \$300.00 per month, per van, subsidy from YCIPTA.

The third-party Vanpool service is modeled after successful programs that have been established in other urban areas. The Contractor shall function as an independent contractor, provide vehicles, insurance, handle fleet management, at times, assist in program marketing, coordinate Vanpool driver agreements and collection of passenger fares and relieve YCIPTA, and its employees, contractors, and clients, of all vehicle and invoicing related responsibilities. Under this program, YCIPTA will provide marketing support and a monthly subsidy and the Contractor shall provide administration, management, maintenance, insurance, billing and other duties/functions as required.

## Project Goals

YCIPTA's primary goals for Vanpool are:

- Enhance the effectiveness of vanpool initiatives in reducing vehicle miles traveled, traffic congestion, and air pollution in Yuma County.
- Improve operating efficiencies of acquiring and retaining vanpool participants.
- Maximize marketplace awareness and potential for vanpooling initiatives present to area commuters, employers and sponsors.
- Increase the leverage of available federal and local funding to maximize long-term potential for vanpooling in Yuma County.

## Project Objectives

YCIPTA's primary objectives for its vanpool program are:

• Increase vanpool's net contribution to the reduction of vehicle miles traveled in Yuma County for each year of operation through growth in the numbers of routes, riders and trips taken. Contractor is asked to list a target growth rate for the program annually.

- Improve the efficiency of vanpool operations as determined by the total cost to YCIPTA for each vehicle mile travel reduced in Yuma County.
- Increase the levels of awareness and positive perception of vanpool services in Yuma County as measured by response of consumers, employers and stakeholder groups.
- Enhance capabilities for attracting new riders to vanpools to sustain vanpool routes that lose riders and to create growth in ridership. Contractor should include approaches for increasing the quantity of new riders attracted as well as for lowering investments of time and resources required for acquiring and retaining each new rider.
- Expand the availability of vanpool services within Yuma County, including for lowincome riders and for commuters with few alternatives for commuting to and from work.

## Work Plan

Contractor shall provide Vanpool Management and Program Administration services as outlined in Section 2 – Scope of Work/Work Plan of Contractor's proposal in response to YCIPTA's RFP for the YCAT Vanpool Program released on March 23, 2020 ("Work Plan"); however, if there is any inconsistency between such Scope of Work/Work Plan and this Agreement, this Agreement shall be controlling.

## **OPERATING REQUIREMENTS**

Management of vanpool is subject to operating requirements prescribed by YCIPTA's management and funding for the project. YCAT Vanpool is supported by federal transportation grant funds, rider fares and local funds. Contractor shall be required to comply with all appropriate federal and state laws and regulations, including but not limited to the Americans with Disabilities Act and similar legislation and regulation.

YCIPTA establishes operating requirements for vanpool in accordance with YCIPTA's own operating requirements and expectations, as well as for unique requirements and expectations associated with regional vanpool and with planning, funding and operating support.

The Contractor shall provide all resources required to perform all operating and maintenance requirements for vanpool management services unless otherwise specified in this scope of services. The resources shall include, but not be limited to management, administrative, operating and support staff, supplies, equipment, applications and services to manage and administer the requirements of this scope of services.

The Contractor shall be responsible for all facets of provision of services as described in this section, including selection and hiring of personnel qualified for the operation and maintenance of equipment and services. There are presently approximately twenty major employers in Yuma County that are interested to start vanpool services, and the potential is high to form more vanpool groups throughout the Agreement period. The Contractor shall be required to provide for:

• Overall provision and management of a vanpool fleet consisting of Contractor owned vanpool vehicles. Fleet management responsibilities of the Contractor include, but are not limited to:

- Conducting driving record checks through appropriate state authority for all drivers.
- Orientation and driver education and training for vanpool starts.
- Delivery of vans to new groups, retrieval of vans from vanpool terminations.
- Provision of vehicle maintenance, both scheduled and unscheduled, pursuant to the Manufacturers' suggested minimum recommendations. If Contractor intends to provide maintenance according to a schedule other than the Manufacturer's, please provide a copy of such a maintenance plan.
- Provision of insurance for all vanpool vehicles according to the requirements specified herein.
- Invoicing of monthly costs to individual vanpools and/or employers; and invoicing to YCIPTA for approved subsidy costs.
- Record keeping of all maintenance, vehicle-related equipment and vehicle repairs.
- Web-based maintenance using a ridematching online system adding new vehicles by van number, geo-coding addresses for origin and destination of routes and insuring that all equipment information regarding the van is accurate.
- National Transit Database (NTD) reporting to the Federal Transit Administration reviewed and approved by YCIPTA.
- Ensure the YCIPTA branding by way of related paperwork and other administrative functions from a local (Phoenix, Tucson or San Diego) location for the Agreement period.
- Provision of a driver and back-up driver agreement (a.k.a. rental agreement with a 30 day termination provision). Please provide copy of these agreements with your proposal submittal.
- Provision of a project manager, representative or coordinator to oversee and implement the YCAT Vanpool program.
- Provision of office space, computer equipment, internet connection, and supplies. Office space is required to be supplied within a 250 mile radius of the YCIPTA offices.

The Contractor's project manager and administrative staff should possess a background in fleet management and preferably commuter vanpooling and are expected to coordinate with YCIPTA.

<u>Passenger Fares and Fare Collection</u> - Vanpool Fares are set by Contractor and are calculated separately for each type van based on the monthly commute mileage.

Contractor is to be entirely responsible for collecting fares from passengers, security of these funds, and reimbursement of expenses to drivers, and disbursements of funds under this

Agreement. The Contractor shall be required to establish records and books of account in accordance with generally accepted accounting principles, and make all financial records available for review and audit.

<u>Contractor Management Responsibilities</u> - Contractor shall provide and employ management personnel who are responsible for the overall management, effectiveness and responsiveness of operations, maintenance, administration, and related vanpool Service activities.

Contractor's management is responsible for gathering, compiling and analyzing data and trends monthly (or more frequently if needed) for planning service improvements.

Contractor's management must be able and willing to respond to YCIPTA requests, attend periodic coordination meetings, coordinate the development and measurement of goals and make decisions as required to ensure a safe, effective and efficient system responsive to the needs and desires of YCIPTA.

Contractor's management shall coordinate service with other public and private agencies.

Yuma County is subject to extreme heat during summer months that may require mitigation through additional planning, fleet inspections, maintenance tasks, and parts replacement and repair. Contractor should not underestimate the significance of this issue for the operation.

<u>Project Manager and Office Space</u> - The Contractor shall provide all needed furniture, equipment and facilities necessary to the completion of this Agreement. The Project Manager and staff shall be based within 250 miles of Yuma County and at least one representative should provide support to the YCIPTA Vanpool Program. All Contractor employees are subject to a criminal background check prior to working under any resultant contract hereto.

<u>Organizational Structure</u> – Contractor shall be required to submit annually or at YCIPTA's request, an accurate and up to date organizational chart that depicts all personnel utilized in the service of this Agreement. The organizational chart shall indicate titles, filled positions and number of vacancies.

<u>Training and Professional Development</u> - It is the sole responsibility of Contractor to ensure that all employees are fully knowledgeable of areas of responsibility and prepared to carry out their public service duties and responsibilities at all levels of the organization.

<u>Service Continuity</u> - Contractor should recognize that the services under this Agreement are vital to YCIPTA and must be continued without interruption and that upon Agreement expiration, a successor, either YCIPTA or another Contractor, may continue them. Contractor agrees to cooperate in effecting an orderly and efficient transition to a successor.

Contractor should, upon YCIPTA's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this Agreement expires. Services shall include providing service continuity to existing vanpools in operation as of the notice date and providing YCIPTA with the vanpool data necessary to facilitate a transition to the successor. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

Contractor should allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement.

<u>Safety</u>, <u>Accidents and Incidents</u> - Recognizing that safety is an integral part of vanpool operations, Contractor shall be responsible for developing and implementing a system safety program that is specifically tailored to YCIPTA's Vanpool operation, meets or exceeds vanpool industry standards, and assures the safety of passenger, employees, and assets.

By November 1, 2020, Contractor shall prepare and submit a written System Safety Program Plan (SSPP) that conforms to the basic structure and content of the industry's best practice. The goal of the System Safety Program Plan is to provide a safe environment for the public and employees.

Contractor will provide audit and reporting mechanisms for the following areas:

- **Investigating accidents and incidents** Contractor shall develop a comprehensive program for investigating accidents and incidents and procedures for correcting individual and systemic deficiencies.
- **Emergency preparedness** Contractor shall develop plans to respond to various emergencies that impact vanpool services and personnel directly as well as emergencies requiring assistance by Contractor for evacuations. Additionally, the Contactor shall inform its employees of emergency procedures to be adhered to in case of fire, medical emergency, or any other life-threatening catastrophe and conduct regular drills.
- Compilation and reporting of National Transit Database Safety and Security Data Contractor shall be responsible for compiling and reporting data associated with the National Transit Database's Safety and Security Module (www.ntdprogram.gov/ntdprogram/).

Contractor shall inform YCIPTA as soon as reasonably practicable of all major incidents and provide a full written preliminary report of each major incident to YCIPTA within one (1)\_business day of notice.

# Employees and vanpool drivers are not permitted to use cell phones or communication or entertainment devices while driving a vanpool vehicle.

<u>Liability Claims</u> - All claims submitted to YCIPTA, against YCIPTA, or its member agencies, officiers, officials, agents, employees and volunteers, as a result of the operation of this Agreement shall be tendered to Contractor. Contractor shall acknowledge acceptance of the tender to YCIPTA within 14 days of receipt of the claim tender and Contractor shall indemnify, defend and hold harmless YCIPTA and its member agencies, officers, officials, agents, employees and volunteers. In addition, Contractor, or its third party claim administrator, shall keep YCIPTA informed of the status of the claim on a regular basis up to and through its resolution. If the claim is litigated, Contractor shall inform YCIPTA who their legal representative is to include contact name and telephone number. This legal representative shall keep YCIPTA's legal counsel and YCIPTA informed of the status of the status of the status of the litigated case on a regular basis up to and through its resolution. YCIPTA reserves the right to request legal documentation from Contractor in regards to the status of a litigated claim.

Property Damage - In the case of damage to YCIPTA property caused by Contractor, their

subcontractors or anyone acting as agents of Contractor, Contractor shall inform YCIPTA immediately of said property damage, provide any incident investigation reports, police reports, property damage reports and photographs, and work with the YCIPTA to resolve the property damage claim. YCIPTA reserves the right to obtain their own appraiser for the purposes of valuing YCIPTA property.

<u>Accidents/Incidents Notification Requirement and Process</u> - For purposes of reporting accidents to YCIPTA, accidents are defined per the Federal Motor Carrier Safety Administration (FMCSA) Regulation Part 390.5 Definitions. Contractor shall notify YCIPTA immediately of all accidents involving vehicle damage, property damage, passenger injury or fatality, an emergency or other non-routine event. The Contractor shall follow up with specific details from the accident or incident investigation within three (3) hours from the time YCIPTA was originally notified. The Contractor shall prepare all reports as required, including pictures, and compress into a file that does not exceed 10 megabytes, for delivery to YCIPTA. The file shall be labeled in order of: Vanpool number, date and Driver Name. Contractor shall comply with all applicable laws and regulations as required under this Agreement.

<u>Vehicle Specifications and Servicing</u> - At a minimum, Contractor will provide a combination of new or used eight, nine, twelve, fourteen, and fifteen passenger vans. At its sole discretion, YCIPTA may procure new vehicles through a competitive process separate from this Agreement.

The Contractor is responsible and should describe how all vehicles (Contractor owned or YCIPTA owned) will be stored.

The work plan should also present a preventive maintenance and inspection program. Describe specific arrangements for out of service (back-up) vehicles, servicing vehicles, if mobile service is available and what responsibilities the driver will have in attaining service and the back-up vehicle. List any and all National Service Accounts authorized to perform maintenance service for vanpool vehicles. Outline procedure for vanpool vehicles to obtain service at authorized National Account service facilities.

<u>Fleet Vehicles (Contractor Owned)</u> - All vehicles will meet or exceed any and all specifications, and configurations as specified in the Work Plan.

<u>Customer Services – Complaint Resolution</u> - When Contractor's performance fails to meet the expectations of passengers, YCIPTA will oversee and implement a process for working with passengers to reach a resolution. Every complaint or inquiry is an opportunity to approach the situation pragmatically and with openness to develop a joint resolution. Typically, inquiries and complaints will come through YCIPTA within one (1) business day of the incident being reported. However, complaints may come from a variety of sources including YCIPTA staff or from the public directly. Throughout this process, Contactor shall engage the complainant in a professional, constructive, and collaborative manner in order to reach a resolution. Contractor shall design operating policies and practices around the following requirements intended to ensure passengers receive timely responses to their inquiries:

• Preliminary Contact - Within one (1) business day of receiving the complaint from YCIPTA, Contractor may be required to contact the individual(s) and let him/her know that the Contractor has received and is investigating the complaint and will be working to

resolve the specific and fundamental issues involved.

• Final Contact - Communication to the passenger of formal responses, results of investigations, or action taken will be made to complainants in no more than seven (7) business days. YCIPTA will be kept aware of the status of all complaints received through the regular updating of a complaints resolution report.

Contractor shall also conform to the following requirements:

- Contractor's Manager (and support staff) will coordinate all inquiries or complaints received from individuals. YCIPTA will be kept aware of the status of all complaints received through the completion of a complaint log. At a minimum the log shall contain basic information about the complainant, day/time/route information, the issue, communications, status, and information on action taken/resolution.
- When Contractor is contacted directly by passengers outside the YCIPTA process, Contractor shall be required to receive and respond to passenger/resident complaints in the same manner stipulated above, but must also forward the information to YCIPTA for inclusion in the customer contact database.

At any time, YCIPTA may direct Contractor to give priority to a certain complaint or type of complaint.

<u>Accounting and Auditing</u> - The Contractor will be responsible for establishing and maintaining appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Such records shall be available to YCIPTA for inspection and audit for up to three (3) years.

## Project Management and Coordination (YCIPTA's Expectations of Contractor)

The Contractor shall be required to cooperate with YCIPTA's project management and coordination of YCAT Vanpool as a complementary service in YCIPTA's offering to the public.

<u>Authorization</u> - YCIPTA will utilize guidelines, operating provisions, work plan approvals and task request approvals to guide vanpool efforts and activities conducted by or on behalf of YCIPTA. Contractor will identify key topics requiring program guidelines and operating provisions, provide master work plans and budgets for review and approval, and submit task requests for authorization in conjunction with the operation of vanpool. Contractor will include allowances for the effort required to support development and adoption of necessary guidance and authorization. Through this process, Contractor shall be required to obtain YCIPTA authorization for program approaches, types of activities, specific activities, budgets and expenditures that may reflect on the YCIPTA Vanpool program and its funders, or affect the available resources for operation of Vanpool, or affect the success of vanpool in accomplishing YCIPTA's strategic objectives and the stated goals and objectives for vanpool.

<u>Coordination</u> - YCIPTA shall coordinate vanpool activities conducted by Contractor including program administration, business development, marketing, and services through written work plan and task authorizations, as noted above, and through consistent communications and schedule coordination between YCIPTA's project manager and

Contractor's project manager. The frequency of project management meetings and reports shall be set by YCIPTA's project manager as necessary to accomplish the expected levels of accomplishment and coordination.

<u>Work Plans and Task Requests</u> - The Contractor shall submit written work plans and task requests for YCIPTA's approval concerning operation of vanpools, including program administration, business development, and services including all of the elements of these functions described in this scope of services, the Contractor's proposal to the extent accepted by YCIPTA, YCIPTA requests and Contractor's recommendations for operation of vanpool. YCIPTA will review and respond to official work plans and task requests submitted by Contractor to reject, approve or partially approve plans or requests within 30 days of receipt from Contractor, or within 14 days of receipt from Contractor if identified as an emergency work plan or request by Contractor or YCIPTA. Work Plans are intended to cover all operations for a designated period. Task Requests are intended to provide supplemental authorization for individual tasks that may be required in addition to the Work Plan.

<u>Quarterly Review Process</u> - YCIPTA and Contractor will meet no less than once every quarter to review the status of approved work plans and the stated goals and objectives for Vanpool, including results generated and budget performance. Contractor will prepare a report on activities and performance for each quarter of performance to facilitate the review of the quarter ended and projected activity, results and budget for the coming period. Contractor will provide quarterly review reports within 30 days of quarter end. In the event performance deficiencies are identified, corrective actions will be identified for eliminating the deficiencies. If appropriate, new or modified work plans and task requests will be established to implement necessary corrective actions.

<u>Interface with YCIPTA</u> - YCIPTA's project manager will be responsible for interfacing vanpool activities and Contractor staff with other departments, vendors and partners of YCIPTA to ensure a consistent, unified position for YCAT Vanpool within YCIPTA's service portfolio.

<u>Staff Training and Familiarization</u> - Contractor staff will be trained in YCIPTA guidelines, provisions and work plans to ensure proper action on behalf of YCIPTA. Contractor staff will also become familiar with other YCIPTA services, programs, projects, policies and processes appropriate for representing YCIPTA and vanpools with the public.

<u>Reports and Deliverables</u> - The Contractor shall be required to support vanpool with data, reports and analysis as required by YCIPTA and its funding partners, and in accordance with schedules designated by YCIPTA, including, but not limited to:

<u>National Transit Database (NTD)</u> - YCIPTA shall require Contractor to collect, validate, document, summarize and provide NTD data from riders, van providers, YCIPTA and other sources as necessary to meet NTD monthly and annual reporting requirements. These reports may include route, vehicle and ridership data, cost data, service and schedule data, Contractor and sub-Contractor data, financial data, and any other data that may be required for NTD or by YCIPTA to support NTD reporting. Contractor shall utilize processes for gathering and documenting data required for NTD on a continuous basis. Management and supervision of this function shall be provided in the program administration proposal.

Annual NTD Report Data (July 1 - June 30) must be reported to the YCIPTA no later than August 15. CONTRACTOR is responsible for remaining up to date on the FTA's NTD reporting requirements. For example, FTA grantees have three options for reporting passenger mile data,

two of which involve sampling and one a 100% count. The current version of FTA Circulator 2710.1A describes both the sampling procedures and the 100% count, and a process for ensuring that any samples are randomly selected and meet sample size requirements.

The data required includes but is not limited to:

- 1) Maximum number of vehicles in service
- 2) Maximum number of vehicles available for service
- 3) Revenue Miles
- 4) Revenue Hours
- 5) Total Miles
- 6) Fuel Consumption by Type
- 7) Major Mechanical Systems Failures
- 8) Minor Mechanical Systems Failures

The NTD definitions of these data elements are provided in the definitions section.

<u>Fare Collection Data and Report</u> - Contractor collect all fares, provide documentation of fare collection activities and results, including reconciliation of accounts, revenues and expenses, and supervision of this function shall be provided in the program administration proposal. The Contractor will be required to establish records and books of account in accordance with generally accepted accounting principles, and make all financial records available for review and audit.

<u>Activity Reports</u> - YCIPTA will require Contractor to provide documentation of YCAT Vanpool activities, including administration, business development, services, contracting and other pertinent activities performed by Contractor. Required activity reports may include project and staff schedules, event and call reports, periodic sales reports, service activity, program administration activity reports and other plan, function and task activity records as necessary.

<u>Status Reports</u> - YCIPTA will require Contractor to provide monthly status reports on YCAT Vanpool results, services, projects and plans pertinent to the role of the Contractor. Status reports may include status of activity, objective, budget and performance measures of Vanpool operations as necessary for YCIPTA or funding stakeholders, including, but not limited to air quality reports, grant progress reports, management reports, budget analysis reports and financial projections. Management and supervision of this function will be provided in the program administration proposal. Monthly reports will include (but not be limited to) the following type of information by vanpool:

• Contractor shall provide all information and reports as required by YCIPTA or the Federal Transit Administration (FTA) and shall permit access to books, records, accounts, other sources of information, and facilities as may be requested by YCIPTA.

YCIPTA/COMMUTE WITH ENTERPRISE INDEPENDENT CONTRACTOR AGREEMENT

Where any information is required, or is in exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to YCIPTA or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. All data gatherings and reporting shall conform to YCIPTA and FTA requirements.

YCIPTA reserves the right to add to, modify, or delete the specific reports required per this section. At YCIPTA's discretion, Contractor may be required to collect additional data, including for example approximate locations for parked vanpool vehicles, where reasonable.

Monthly reports are due on or before the 15th day of the following month. A quarterly and monthly maintenance and maintenance exception report is also required. A fiscal yearend report shall be required that summarizes the fiscal year activity. Please provide a copy of any type of similar report your firm produces similar to the requirements above.

<u>Billing Data and Invoices</u> - YCIPTA shall require Contractor to process invoices by vendors and by Contractor relative to YCAT Vanpool and work performed by Contractor. Billing reports may include reviews of sub-Contractor, and fuel provider invoices, invoices for Contractor's services to YCIPTA, verification of invoice data and program adherence, and assisting in the preparation of grant reimbursement requests under YCIPTA's ongoing agreements.

Contractor invoicing should include total number of vans operated and the requested subsidy from YCIPTA per van, not to exceed \$300 per van, per month.

<u>Ridership Reports</u> - YCIPTA shall require Contractor to collect and report ridership data as required for YCIPTA Board reports, National Transit Database reporting and other reports as may be required from time to time for YCAT Vanpool. Management and supervision of this function shall be provided in the program administration proposal.

<u>Analyses</u> - YCIPTA will require Contractor to provide analysis of data and results associated with Vanpool, projects and processes performed by Contractor to assist in the assessment of performance, service value, market potential, improvement opportunities, project benefits, cost effectiveness, return on investment and forecasts of project expenditures and grant reimbursements.

<u>Ad Hoc Requests</u> - YCIPTA shall require Contractor to provide reports in response to ad hoc requests concerning Contractor's roles and recommendations for operation of Vanpool or other programs or services of YCIPTA.

<u>Accidents/Incidents Notification Requirement and Process</u> – For purposes of reporting accidents to YCIPTA, accidents are defined per the Federal Motor Carrier Safety Administration (FMCSA) Regulation Part 390.5 Definitions. Contractor shall notify YCIPTA immediately of all accidents involving vehicle damage, property damage, passenger injury or fatality, an emergency or other non- routine event. The Contractor shall follow up with specific details from the accident or incident investigation as soon as reasonably practicable and provide a full written preliminary report of each major incident to YCIPTA within one (1) business day of initial notice. The Contractor shall prepare all reports as required, including pictures, and compress into a file that does not exceed 10 megabytes, for delivery to YCIPTA. The file will be labeled in order of: Vanpool number, date and Driver Name. Contractor shall comply with all applicable laws and regulations as required under this Agreement.

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<u>Annual Report</u> - YCIPTA shall require Contractor to complete a summary report on the effort and results associated with the Contractor's work on behalf of YCIPTA for each year of performance under the Agreement. This report will include summary of plans, efforts to follow those plans, results of the efforts, adjustments that were made along the way, lessons learned from the effort, recommendations to improve future efforts in Vanpool, and a financial summary. The annual report is due within 60 days of YCIPTA's fiscal year end. Management and supervision of this function shall be provided in the program administration proposal.

<u>Final Report</u> - YCIPTA shall require Contractor to complete a final report on the effort and results associated with the Contractor's work on behalf of YCIPTA. This report will include summary of plans, efforts to follow those plans, results of the efforts, adjustments that were made along the way, lessons learned from the effort, recommendations to improve future efforts in YCAT Vanpool, and a financial summary. The final report will be due prior to payment of any invoices covering work performed by Contractor during the final 30 days of the Agreement. Management and supervision of this function shall be provided in the program administration proposal.

YCIPTA requires Contractor to provide training for Employee Transportation Coordinators, Transportation Management Organizations, vanpool coordinators and other project partners to garner support and assistance in sustaining and expanding YCAT Vanpool participation.

YCIPTA requires Contractor to provide account-level reporting on employer and organization participants and prospects.

YCIPTA requires Contractor to provide safety incident reporting and performance measures, including the required safety reporting for NTD, van provider incident reporting and ad hoc requests for monitoring safety of Vanpools.

YCIPTA requires Contractor to respond directly or assist in preparing responses for public comments concerning YCAT Vanpool operations or management provided by Contractor utilizing YCIPTA's customer comment database and processes.

YCIPTA requires Contractor to utilize YCIPTA's name, and names of funders in YCAT Vanpool activities, communications, marketing and materials where appropriate.

YCIPTA may require Contractor to provide notice of YCIPTA's emergency ride home services for Vanpool participants.

YCIPTA may require Contractor to acknowledge federal and YCIPTA local funding sources in advertising, promotional materials, and similar public documents.

YCIPTA may require Contractor to perform other duties deemed necessary for the effective operation of the YCAT Vanpool program.

## **Definitions**

ACCIDENT - Any contact or collision between the Contractor's vehicle and another vehicle, a fixed object, or a person whether or not there is damage or injury, or any occurrence in or near the vehicle, which results in injury to a customer.

- Preventable accident The National Safety Council defines a preventable accident is one in which the driver failed to do everything that reasonably could have been done to avoid the crash.
- Non-preventable accident When a driver commits no errors and reacts reasonably to the errors of others, the National Safety Council considers the accident to be non-preventable.

Note: For purposes of reporting accidents or incidents to YCIPTA, YCIPTA follows the Federal Motor Carrier Safety Administration's definition of accidents (Federal Motor Carrier Safety Regulations, Part 390.5 Definitions):

• Accident: an occurrence which results in (i) A fatality; (ii) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle.

ADA - The Americans with Disabilities Act (1990), a civil rights law passed by Congress in 1990 which makes it illegal to discriminate against people with disabilities in employment, services provided by state and local governments, public and private transportation, public accommodations and telecommunications.

AUTHORIZED SIGNEE - The person who is executing this RFP for the Proposer/Contractor and is authorized to bind the Proposer/Contractor.

BUSINESS DAYS – Monday through Friday, excluding YCIPTA holidays.

CALENDAR DAYS – All of the days in a month, including weekends and holidays.

COMPLAINT – An issue brought to the attention of YCIPTA that a customer feels needs to be corrected. One person may generate more than one compliant from one call. Customer comments received with incorrect information or anonymous complaints for which the customer requests no response will be considered invalid and closed without any further contact with the customer.

NTD – National Transit Database

PASSENGER MILES TRAVELED - Cumulative sum of the distance ridden by each passenger.

PERFORMANCE - The ability of the Contractor to comply with the required Scope of Work and specifications and to function in a reliable and otherwise satisfactory manner under actual operating conditions. Also, the ability of the Contractor to comply, during the expected contract life, with all- contractual terms and conditions.

PROCURING AGENCY - The procuring agency for this RFP is YCIPTA. Further, YCIPTA

shall also be defined as the Procuring Agency if a unified award is made.

**REPORTABLE INCIDENT** - A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the incident
- An injury requiring immediate medical attention away from the scene for one or more persons
- Property damage equal to or exceeding \$25,000
- An evacuation for life safety reasons

REVENUE SERVICE (MILES, HOURS, AND TRIPS) - The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either:

- Directly pay fares
- Are subsidized by public policy, or

Provide payment through some contractual arrangement.

Revenue service excludes:

- Vehicle maintenance testing
- School bus service, and
- Charter service

SAFETY – freedom from harm resulting from unintentional acts or circumstances.

SAFETY INCIDENTS – Incidents involving a transit vehicle or occurring on transitcontrolled property and meeting one or more of the conditions described below. Safety incidents include only "major" safety incidents. Major Safety Incidents include one of more of the following conditions:

- A fatality other than a suicide Injuries requiring immediate medical attention away from the scene for two or more persons
- Property damage equal to or exceeding \$25,000
- An evacuation due to life safety reasons.

SECURITY – Freedom from harm resulting from intentional acts or circumstances.

VEHICLE MAINTENANCE - All activities associated with revenue and non-revenue (service) vehicle maintenance, including:

- Administration
- Inspection and maintenance
- Servicing (cleaning, fueling, etc.) vehicles

In addition, vehicle maintenance includes repairs due to vandalism and accident repairs of revenue vehicles.

VEHICLE REVENUE MILES (VRM) - The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include all miles driven

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VEHICLES AVAILABLE FOR ANNUAL MAXIMUM SERVICE - The number of revenue vehicles available to meet the annual maximum service requirement. Vehicles available for maximum service include:

- Spares
  - Out of service vehicles, and
- Vehicles in or awaiting maintenance.

But excludes:

•

• Vehicles awaiting sale or disposal

YCIPTA - A political subdivision of the State of Arizona responsible for planning, developing and operating a regional public transportation system in Yuma County.

## SCHEDULE B PRICE AND PAYMENT

- 1. Contractor shall submit an invoice to YCIPTA monthly, during the service period for a particular fiscal year, based on the completion of tasks listed in Schedule A, Description of Work. The invoice shall be prepared in such a way as to show each van and the subsidy requested for each van.
- YCIPTA's payment shall not exceed \$300 per month, per van, subsidy. This amount is subject to the available FTA funding allocated for the entire YCAT Vanpool Program. Contractor shall submit monthly invoices and reports no later than 15<sup>th</sup> day of each month of service.

Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
7 Passenger Rate	\$1,023.94	\$1,134.75	\$1,214.54	\$1,223.40	\$1,312.06	\$1,640.07	\$1,640.07
Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
9/10 Passenger Transit Rate	\$1,108.16	\$1,183.51	\$1,231.38	\$1,263.30	\$1,329.79	\$1,462.77	\$1,569.15
Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
12 Passenger OEM Rate	\$1,130.32	\$1,196.81	\$1,254.43	\$1,307.62	\$1,391.84	\$1,524.82	\$1,675.53
	•						
Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
15 Passenger OEM Rate	\$1,196.81	\$1,258.87	\$1,329.79	\$1,462.77	\$1,617.91	\$1,750.89	\$1,906.03

3. Contractor's rates during the Term of the Agreement are as follows:

4. Subject to the funding terms and limitations set forth herein, YCIPTA shall pay the invoices in full within thirty (30) business days of receipt. Payment shall be sent to the following, unless Contractor advises YCIPTA otherwise in writing:

Enterprise Leasing Company of Phoenix, LLC 4100 West Galveston Street Chandler, AZ 85226

- 5. If YCIPTA objects to any charge on an invoice, it shall so advise Contractor in writing, giving its reasons within fourteen (14) business days of receipt of the invoice.
- 6. Contractor shall submit all extra work requests to YCIPTA for its approval, in writing, prior to the work being performed. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Any and all extra work performed without YCIPTA's prior, written approval shall be at the Contractor's sole expense.

### SCHEDULE C REQUIRED FTA THIRD PARTY CONTRACT CLAUSES

Contractor certifies that it shall operate the system in compliance with local, state, and Federal ordinances, laws and regulations if applicable to this Service. This Agreement is or may be financed in part with funding received under Sections 5307, 5311 and/or 5316 of the Federal Transit Act. All services performed by Contractor shall be performed in accordance and in full compliance with all applicable Federal laws and requirements. Contractor agrees to comply with the following clauses to the extent applicable:

A. <u>Flv America.</u> (Transportation of persons or property by air)

The CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their 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. The 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. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

- **B.** <u>Charter Bus Requirements.</u> The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients 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 exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- **C.** <u>School Bus Requirements.</u> Pursuant to 69 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients 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 subrecipients may not use federally funded equipment, vehicles, or facilities.
- **D.** <u>Cargo Preference (use of U. S. flag vessel)</u>. The CONTRACTOR agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the

United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to YCIPTA (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.) (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

- **E.** <u>Energy Conservation.</u> The 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.
- F. <u>Clean Water.</u> (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The 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) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by

FTA.

**G.** <u>Clean Air.</u> (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The 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) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- **H.** <u>Recvcled Products.</u> The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), 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 247.
- I. Lobbying. (1) Contractors who apply or bid for an award of \$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 Federal 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 of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 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 USC 1352. Such disclosures are forwarded from

tier to tier up to YCIPTA. (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- J. Access to Records and Reports. (1) Where YCIPTA is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to YCIPTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, 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). (4) FTA does not require the inclusion of these requirements in subcontracts
- **K.** <u>Federal Changes</u>. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between YCIPTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.
- L. <u>No Obligation by the Federal Government.</u> (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 Agreement and shall not be subject to any obligations or liabilities to YCIPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- M. <u>Program Fraud and False or Fraudulent Statements or Related.</u> (1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 Agreement work is being performed. In addition to other penalties that may be

applicable, the 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 the CONTRACTOR to the extent the Federal Government deems appropriate. (2) The 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 whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate. (3) The 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 subcontractor who will be subject to the provisions.

- N. Government-Wide Debarment and Suspension. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by YCIPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to YCIPTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- **O.** <u>Privacy Act.</u> The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The 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 USC § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The 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 the underlying contract. (2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

P. <u>Civil Rights</u>. The following requirements apply to the underlying Agreement:

(1) **Nondiscrimination**: In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the 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, the 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 USC § 2000e, and Federal transit laws at 49 USC § 5332, the 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 CFR 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 USC § 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. The 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, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (b) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (c) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) The 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.

**Q.** <u>**Transit Employee Protective Agreements.**</u> (1) The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

General Transit Employee Protective Requirements: To the extent that FTA (a) determines that transit operations are involved, the 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 Agreement and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to YCIPTA's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), 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 USC § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 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 USC § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC § 5333(b) are necessary or appropriate for the state and YCIPTA for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter. (c) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto. (2) The 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.

### R. Disadvantaged Business Enterprise (DBE)

(1) **Policy:** It is YCIPTA's policy and objective to promote and maintain a level playing field for DBE's in YCIPTA and Federal-aid contracts. It is YCIPTA's policy to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

(2) **DBE Obligation:** The CONTRACTOR agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal

funds provided under this Agreement. In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award of and performance of DOT assisted contracts.

- S. <u>State and Local Law Disclaimer.</u> CONTRACTOR shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier to observe and comply with all applicable State and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U. S. Department of Transportation (DOT) and the Federal Transit Administration (FTA). It is the Contractor's responsibility to know and to comply with all state laws and regulations and local ordinances relating to public works projects which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. If Contractor discovers any discrepancy or inconsistency between the plans, drawings, specifications, or contract for the work and any law, ordinance, regulation, order or decree; the CONTRACTOR shall immediately provide written notice to YCIPTA.
- **T.** Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, 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. The 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.
- U. **Drug and Alcohol Testing**. The 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 administrations, 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. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before February 15<sup>th</sup> of each year and to submit the Management Information System (MIS) reports before February 15<sup>th</sup> to YCIPTA's Transit Director. To certify compliance the 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.

- V. Equal Employment Opportunity/Basic Requirements. In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- W. <u>Labor Provisions</u>. (1) <u>Overtime Requirements</u>. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of eight hours in any calendar day or in excess of eight hours in any calendar day or in excess of eight hours in any calendar day or in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) <u>Violation; Liability for Unpaid Wages; Liquidated Damages</u>. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subContractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard of work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

(3) <u>Withholding for Unpaid Wages and Liquidated Damages</u>. DOT or YCIPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor of subContractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

(4) <u>Nonconstruction Grants</u>. The CONTRACTOR or subContractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, YCIPTA shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subContractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the CONTRACTOR or subContractor will permit representatives to interview employees during working hours on the job.

(5) <u>Subcontracts</u>. The CONTRACTOR or subContractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in subparagraph (1) through (5) of this paragraph.

X. <u>Conflict of Interest</u>. No employee, officer, or agent of YCIPTA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, an organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

YCIPTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties of subagreements.

**Y. Breaches and Dispute Resolution**. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of YCIPTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the YCIPTA Manager. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of YCIPTA Transit Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide be the decision. Unless otherwise directed by YCIPTA, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others 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 of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCIPTA and the 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.

**Rights and Remedies** - The duties and obligations imposed by YCIPTA Documents and the rights and remedies available thereunder 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 Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### SCHEDULE D INSURANCE REQUIREMENTS/CERTIFICATION

Contractor shall procure and maintain for the Term of the Agreement, including any amendments, modifications, or supplements thereto, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work contemplated hereunder by the Contractor, its agents, representatives, employees, consultants, or subcontractors. The following coverages to not apply to the vanpool drivers, unless specified below.

### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG0001) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 0001) with a combined single limit of \$1,000,000 for each accident.

c) Employer's Liability Insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

d) Third-Party Auto Liability for Approved Vanpool Drivers Coverage:

- i) \$1,000,000 combined single limit for commuting use
- ii) \$250,000 combined single limit for personal use
- iii) Commuting use defined as:
  - Commute to or from the vanpool driver's regular workplace location, which shall include picking up and dropping off other passengers,
  - Movement of vehicle to a maintenance or repair facility,
  - Movement of vehicle to a Contractor location for replacement or return, or
  - Movement to a refueling or car wash facility in the normal course of a commute.

### 2) INSURANCE PROVISIONS

a) The general and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i) The YCIPTA and the County of Yuma, and their officers, officials, employees and volunteers are to be covered as additional insureds where their interest may appear for liabilities arising in whole or in part by the conduct of the Contractor.
- i) For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the YCIPTA, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the YCIPTA, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- ii) Each insurance policy required by this clause shall be endorsed to state that coverage

shall not be canceled, except after thirty (30) days' prior written notice has been given to YCIPTA.

b) <u>ACCEPTABILITY OF INSURER.</u> Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the YCIPTA.

c) <u>VERIFICATION OF COVERAGE</u>. Contractor shall furnish YCIPTA with certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received before work commences. YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

d) <u>INDEMNIFICATION</u>. Contractor shall indemnify, defend (with legal counsel reasonably acceptable to YCIPTA, and hold harmless YCIPTA and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of YCIPTA.



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: <u>info@ycipta.az.gov</u>, Web: <u>www.ycipta.az.gov</u>

September 28, 2020

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 CARES Act Funding.

### Requested Action:

<u>Background and Summary</u>: At the June 22, 2020 YCIPTA Board meeting it was requested that the CARES Act Funding be put on the next agenda for discussion on the allowable use of the funding and if this funding could be used to offset the member contributions.

During the August 24, 2020 YCIPTA Board meeting discussions resumed regarding the use of the CARES Act funding. Please note, despite the agreement in place regarding what is required to be paid and when it should be paid by each member entity, YCIPTA has only received partial dues payments from two members. Many questions were raised asking why YCIPTA received that much in funding with other entities not receiving as much. It was explained to the Board that the funding amounts were based off of a formula that FTA uses for the normal 5307 apportionments.

As discussed at the previous meeting, the local entity dues are used to match the funding in other FTA grants that have already been applied for. In the attached list of open grants that require match, you will see what is still needed to be purchased going forward. If the entity dues were to not be paid this year in accordance with the current agreements in place, this would result in these grants to not be fully expended and closed out. This would be particularly devastating because YCIPTA has not been receiving fare revenues to offset some of its operating costs. YCIPTA has already felt the negative impact from the loss of fares and the member entities not paying their dues as contractually obligated to do so.

Fare revenues lost to date since going fare free at the end of March is approximately \$222,000 (\$37K a month). Add this to the \$516,000 in entity dues, if it is decided to give the requested reprieve, which ultimately amounts to \$738,000 in lost revenue to YCIPTA. YCIPTA will then have to decide what items in the open grants we will not be purchasing this year and possibly into the next fiscal year. Some of these grants are set to expire September 30, 2021. A hold has been put on the order for shelters until the Board has made a decision.

Because YCIPTA is a reimbursement-based operation, funds must be expended (i.e. removed from the account), before funds can be requested from the FTA. This process causes there to be negative account balance in the treasury account with the County of Yuma. The County of Yuma charges interest to YCIPTA for a negative balance and a negative balance makes it difficult to pay the bills for YCIPTA—most notably, the contractor performing the services to supply public transportation to Yuma County. Additionally, the negative balance may create a negative public image for YCIPTA.

The CARES Act grant funding currently is allocated to all operating expenses. After discussion with FTA regarding capital expenses (bus replacements), YCIPTA can submit an amendment to pull some of the funding over to capital expenses. The purchase of 4 replacement buses (\$2 mil) could greatly help us with our fleet replacement, with no added match required as it would be 100% Federal. If we don't use the CARES funding, we would have to use our regular 5307 funding at a 20% match resulting in a \$400,000 cash match. This would leave YCIPTA with \$6.2 mil remaining in CARES for operating expenses which would carry us for up to 3 years.

As YCIPTA looks towards the future and a new facility, we will need all of the support possible to attain this.

Also brought to my attention was the fact that each of the member entities is currently contractually obligated to pay the dues for transit as set, and that each member entity should take this action to their own respective board/councils for discussion and approval on this issue. If entity dues are not paid as contracted and budgeted for, YCIPTA's resources may be limited, causing a negative impact on public transportation in Yuma County.

Lastly, each director serves on the YCIPTA Board to represent its respective member entity; however, you have a fiduciary duty to make decisions as a YCIPTA Board Director with YCIPTA's best interest in mind.

Fiscal Impact: A decrease in cash funding of \$516,739.

**Recommended Motion:** 

Legal Counsel Review: Yes

Attachments: Open grant spreadsheet.

For information on this staff report, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for Submission

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Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

FEDERAL FUNDING	-REVENUE SHEET			
FTA STP FUNDING	TOTAL FUNDING	Match Funding	TOTAL	Match Ratio
STP 2019-036-00 Balance	127,993.90	7,736.64	135,730.54	94.3/5.7
2019 Apportionment	149,980.00	9,065.60	159,045.60	94.3/5.7
Total STP Funding	277,973.90	16,802.24	294,776.14	
2020-023-00,2019-035-00,2019-010-00,				Match
2018-003-00, X143, X132, X127	TOTAL FUNDING	Match Funding	Total	Ratio
X-127-Terminal/Facility Hotel Del Sol	968,855.95	242,213.99	1,211,069.94	80/20
X-127-ACQ Admin/Maint Facility YCAT	422,961.48	105,740.37	528,701.85	80/20
X-127-ACQ Mobile Surv/Security Equip	3,781.95	945.49	4,727.44	80/20
X-132-Terminal/Facility Hotel Del Sol	925,488.00	231,372.00	1,156,860.00	80/20

				iviation
2018-003-00, X143, X132, X127	TOTAL FUNDING	Match Funding	Total	Ratio
X-127-Terminal/Facility Hotel Del Sol	968,855.95	242,213.99	1,211,069.94	80/20
X-127-ACQ Admin/Maint Facility YCAT	422,961.48	105,740.37	528,701.85	80/20
X-127-ACQ Mobile Surv/Security Equip	3,781.95	945.49	4,727.44	80/20
X-132-Terminal/Facility Hotel Del Sol	925,488.00	231,372.00	1,156,860.00	80/20
X132-Security Equip	21,432.14	5,358.04	26,790.18	80/20
X132-Bus signage	12,160.00	3,040.00	15,200.00	80/20
X132-Bus Shelters	74,779.26	18,694.82	93,474.08	80/20
X143-Short Range Tranist Planning	114,405.65	28,601.41	143,007.06	80/20
X143-Aquire Mobile Surv/Security Equip	40,000.00	10,000.00	50,000.00	80/20
X143-Employee Training	7,437.61	1,859.40	9,297.01	80/20
2018-003-Bus Rolling Stock	23,454.00	5,863.50	29,317.50	80/20
2018-003-Acuire Mobile Surv/Security Equip	86,679.00	21,669.75	108,348.75	80/20
2018-003-ADA	129,718.67	32,429.67	162,148.34	80/20
2018-003-Training	25,000.00	6,250.00	31,250.00	80/20
2018-003-Shelters	55,308.69	13,827.17	69,135.86	80/20
2018-003-Signage	12,160.00	3,040.00	15,200.00	80/20
2019-035 Ops	553,770.54	553,770.54	1,107,541.08	50/50
2019-035 ADA	160,000.00	40,000.00	200,000.00	80/20
2019-035 Employee Education/Training	25,000.00	6,250.00	31,250.00	80/20
2019-035 PM	100,973.66	25,243.42	126,217.08	80/20
2019-035 Lease Admin/Maint Facility	5,265.92	1,316.48	6,582.40	80/20
2020-023 Ops CARES Funding	7,594,915.00	-	7,594,915.00	100/0
Total FTA 5307 Funding	11,363,547.52	1,357,486.04		

ADOT 5311 FUNDING	Total Funding	Match Funding	TOTAL	
Administration-5311	118,996.78	29749.19	148,745.97	80/20
Capital-Replacement Bus-5311	-		-	90/10
Ops/Intercity-5311	506,300.83	428269.57	934,570.40	58/42
CARES Act-5311-Ops	502,371.00	-	502,371.00	100/0
CARES Act-5311-Intercity	674,353.00	-	674,353.00	100/0
Administration-5311-APPLIED Year 1	378,231.00	94,557.50	472,788.50	80/20
Ops/Intercity-5311 APPLIED Year 1	998,989.50	723,406.00	1,722,395.50	50/50
Capital-Preventative Maintenance Year 1	120,000.00	30,000.00	150,000.00	80/20
	-			
TOTAL 5311 FUNDING INCLUDING ESTIMATED				
FUNDING	3,299,242.11	1305982.26		
5310 Funding (5310-2019-Yuma County-00079)	Total Funding	Match Funding		
5310 - Travel Training Year One	10,384	2,594		80/20
5310 - Travel Training Year Two	25,000	6,250		80/20
TOTAL 5310 FUNDING	35,384	8,844		

FUNDING SOURCES	Total Funding	Match Funding
STP	277,973.90	16,802.24
FTA 5307	11,363,547.52	1,357,486.04
ADOT 5311	3,299,242.11	1305982.26
ADOT 5310	35,384.00	8,844
TOTAL YCIPTA FEDERAL FUNDING	14,976,147.53	2,689,114.53



Yuma County Intergovernmental Public Transportation Authority

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September 28,2020

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 YCAT Maintenance Updates

Requested Action: N/A

<u>Background and Summary</u>: During discussions at the August 24, 2020 YCIPTA Board meeting it was agreed that this item will remain on the agenda for each meeting to show KPI's, quality assurance reports and monthly summary of current operations and maintenance performance.

Fiscal Impact: N/A

Recommended Motion: N/A

Fiscal Impact: None

Legal Counsel Review: N/A

<u>Attachments:</u> July & August Q&A reports, July 2020 Solutions report and RATP Dev KPI's.

For information on this staff report, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for Submission

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Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susanna M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton, Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director 53





Date: 09/28/2020 From: Oliver Cromwell GM YCAT

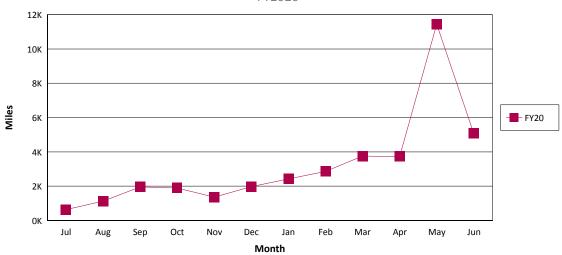
# YCAT Maintenance KPI's (August 2020)

PMI Completed	(14)
PMI On Time Percentage	(92.9%)
Road Calls	(65)
Road Calls as Defined by the NTD	(22)
Miles Between Road Calls	. (2,375)

Guideline/Minimum standards.

- PMI on time percentages FTA/ADOT minimum 80%. YCIPTA minimum 90%
- Miles between road calls has improved from Jan 1<sup>st</sup> 2020 (report attached)





# Miles Between Roadcalls

Month	Mileage FY20	Roadcalls FY20	Miles Between Roadcalls
Jul	85,948	135	637
Aug	87,818	78	1,126
Sep	84,171	43	1,957
Oct	96,541	51	1,893
Nov	79,070	58	1,363
Dec	82,899	42	1,974
Jan	87,325	36	2,426
Feb	82,905	29	2,859
Mar	90,055	24	3,752
Apr	41,026	11	3,730
May	45,765	4	11,441
Jun	50,715	10	5,072
Year-To-Date:	916,393	521	1,759

FY2020



# QUALITY ASSURANCE MANAGEMENT REPORT

For the Period: 7/1/2020 to 7/31/2020

### **PMI QA INSPECTIONS**

Inspection		РМІ	Correct	16 Inspectio	n Items
Date	Bus	Completed	PMI	# Passed	# Failed
7/9/2020	205	С	Yes	11	5
7/9/2020	152	A-4	Yes	9	7
7/16/2020	203	A-3	Yes	10	6
7/16/2020	300	A-3	Yes	11	5
7/16/2020	302	B-1	Yes	11	5
7/16/2020	206	A-2	Yes	11	5
7/16/2020	1102	A-6	Yes	10	6
7/21/2020	117	A-3	Yes	9	7
7/21/2020	121	A-6	Yes	10	6
7/21/2020	122	B-1	Yes	9	7

### **WORK ORDERS**

Work Orders Created:	330	Total # of Work Orders	46
Work Orders Completed:	330	Currently Open	
Work Orders Reviewed & Closed:	330		

### **MECHANIC LABOR HOURS RECORDED**

<b>Mechanic</b> Carranza, Josh Humphrey, Jo Insunza, Ange Ruiz, David Thomas, Zach	nathan I	Total Hours 110.5 129.3 123.9 102.9 601.0	These hours are those that the mechanics record in The Reporting Solution as time spent on work orders.
Total Hou	urs Recorded:	1,067.7	
ROADCALLS			
Non-Critical	10		
CRITICAL	16		
Total	26		

# **CUSTOMER COMMENTS**

0

Total

Comments Received	<b>Comments Completed</b>	<b>Comments Closed</b>

Total

0

Total

0



# QUALITY ASSURANCE MANAGEMENT REPORT

For the Period: 8/1/2020 to 8/31/2020

### **PMI QA INSPECTIONS**

Inspection		PMI	Correct	16 Inspectio	n Items
Date	Bus	Completed	PMI	# Passed	# Failed
8/6/2020	300	A-4	Yes	11	5
8/21/2020	203	В	Yes	10	6
8/21/2020	205	A-1	Yes	11	5
8/21/2020	153	A-2	Yes	11	5
8/21/2020	204	A-3	Yes	10	6
8/21/2020	302	A-5	Yes	11	5
8/27/2020	130	В	Yes	10	6
8/27/2020	131	A-6	Yes	9	7
8/27/2020	301	A-4	Yes	11	5
8/28/2020	202	A-5	Yes	11	5
8/28/2020	300	B-1	Yes	10	6

### **WORK ORDERS**

Work Orders Created:	302	Total # of Work Orders	46
Work Orders Completed:	302	Currently Open	
Work Orders Reviewed & Closed:	302		

### MECHANIC LABOR HOURS RECORDED

<b>Mechanic</b> Carranza, Joshua Humphrey, Jonathan Insunza, Angel Ruiz, David	Total Hours 39.3 113.1 20.3 81.9	These hours are those that the mechanics record in The Reporting Solution as time spent on work orders.
Thomas, Zachary	260.5	
Total Hours Recorded:	515.1	

## ROADCALLS

Non-Critical	3
CRITICAL	58
Total	61

# **CUSTOMER COMMENTS**

Commen	ts Received	Comments Co	ompleted	Comments Closed			
Commendation 1		Commendation	1	Commendations	4		
Comments	4	Comments	4	Comments	9		
Complaints	4	Complaints	2	Complaints	60		
Total	9	Total	7	Total	73		





# July 2020 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of July 2020.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on August 21, 2020.

#### **OPERATIONS**

#### **Fixed Route**

Following are the actual miles and hours reported by the contractor vs. scheduled:

	Reported	Scheduled	Difference
Revenue Hours	1,643.5	1,639.9	3.6
Total Hours	1,879.3	1,864.6	14.7
Revenue Miles	36,263	35,640	623
Total Miles	41,910	41,176	734

Passengers per Revenue Hour	7.3
Passengers per Revenue Mile	0.3

#### **Demand Response**

Following are the actual miles and hours:

Revenue Hours	231.1
Total Hours	341.9
Revenue Miles	4,565
Total Miles	7,483
Average Weekday Revenue Hours	9.4
Passengers per Revenue Hour	0.2
Passengers per Revenue Mile	0.0

Solutions for Transit - Making a difference for YCIPTA

# The Reporting Solution July 2020

#### **OPERATIONS DATABASE**

Analysis of Contractor Invoice Data for Accuracy: Solutions for Transit reviewed the Total Miles and Hours by Day and Miles and Hours Reports to determine if there are entries that seemed high or low. We are using a 5% tolerance to determine if the entries need to be corrected or commented.

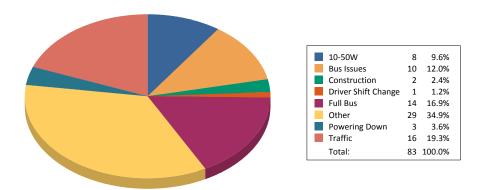
There were **153** entry errors, **13** GFI errors (information classified incorrectly in GFI), **12** time overlaps, **56** fixed route vs. GFI errors, and **11** unreported roadcalls.

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 **10 hours 34 minutes** of delayed service.

**Logging Out Early:** There were **3** occurrences where the operator logged off before the end of revenue service totaling **42 minutes** of unaccounted revenue time.

**Delays:** During the month of July, **83** delays were reported by RATPDev. The average delay was **12** minutes. The delays are broken down as follows:



## **Delays by Category**

**Customer Comments:** During the month of July, **0** complaints were called in. Of these RATPDev followed up on **0**. In addition, **0** commendations were called in.

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#### MAINTENANCE

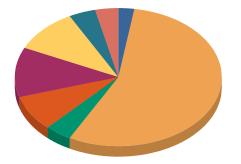
**PMIs Completed:** There were **12** PMIs completed during the month of July. Of these, **0** were completed late based on the information entered into The Reporting Solution.

**Roadcalls:** There were 30 roadcalls/bus exchanges for the month of July.

- o **28** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o 1,834 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



Campaign	7	2.4%
DVI Defect	163	55.4%
PMI	12	4.1%
PMI Defect	25	8.5%
Pullout Compaint	34	11.6%
Roadcall	30	10.2%
Safety Inspection	12	4.1%
Safety Inspection Defect	11	3.7%
Total:	294	100.0%

#### **Open Work Orders:**

There were 89 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.

Solutions for Transit - Making a difference for YCIPTA

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# OPERATING SUMMARY - Systemwide Fiscal Year 2021

Systemwide	Qu	YTD	
5,500	Jul-20	Qtr Total	
Weekday Ridership	10,540	10,540	10,540
Saturday Ridership	921	921	921
Total Ridership	11,461	11,461	11,461
Weekday Revenue Hours	1,493.5	1,493.5	1,493.5
Saturday Revenue Hours	150.0	150.0	150.0
Total Revenue Hours	1,643.5	1,643.5	1,643.5
Weekday Total Hours	1,710.0	1,710.0	1,710.0
Saturday Total Hours	169.4	169.4	169.4
Total Hours	1,879.3	1,879.3	1,879.3
Weekday Revenue Miles	33,238	33,238	33,238
Saturday Revenue Miles	3,025	3,025	3,025
Total Revenue Miles	36,263	36,263	36,263
Weekday Total Miles	38,426	38,426	38,426
Saturday Total Miles	3,484	3,484	3,484
Total Miles	41,910	41,910	41,910
# Operating Weekdays	22	22	22
# Operating Saturdays	4	4	4
# Total Operating Days	26	26	26
Avg Weekday Ridership	479.1	479.1	479.1
Avg Saturday Ridership	230.3	230.3	230.3
Avg Daily Ridership	440.8	440.8	440.8
Wkday Ridership/Rev Hr	7.1	7.1	7.1
Sat Ridership/Rev Hr	6.1	6.1	6.1
Avg Weekday Rev Hours	67.9	67.9	67.9
Avg Saturday Rev Hours	37.5	37.5	37.5
Avg Weekday Rev Miles	1,511	1,511	1,511
Avg Saturday Rev Miles	756	756	756

# **RIDERSHIP AND FARES**



#### Period: 7/1/2020 to 7/31/2020

		Cash Fa	ires	Day Passe	es Sold		Passes Accepted			Free			Special Revenues				Statistics			Total		
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	0	0	0	0	0	0	0	0	0	836	1	3	0	0	0	0	0	1	0	44	0	841
Brown 3	0	0	0	0	0	0	0	0	0	166	0	0	0	0	0	0	0	0	0	0	0	166
Green 4	0	0	0	0	0	0	0	0	0	1,118	0	1	0	0	0	0	0	0	5	104	0	1,119
Blue 5	0	0	0	0	0	0	0	0	0	723	0	0	0	0	0	2	0	0	7	58	0	725
Purple 6	1	0	0	0	0	0	0	0	0	1,218	0	0	0	1	0	0	0	0	19	59	0	1,220
Gold 8	0	0	0	0	0	0	0	0	0	107	0	0	0	0	0	0	0	0	1	0	0	107
Turquoise 10	0	0	0	0	0	0	0	0	0	143	0	0	0	0	0	0	0	0	3	14	0	143
Yellow 95	0	0	0	0	0	0	0	0	0	7,134	0	3	1	0	0	0	1	1	63	350	0	7,140
Grand Total:	1	0	0	0	0	0	0	0	0	11,445	1	7	1	1	0	2	1	2	98	629	0	11,461

#### **REVENUE:**

Total Revenue:	\$0.00
Unclassified Revenue:	\$0.00
As a % of Total:	0.00%



# TOTAL MILES AND HOURS BY ROUTE July 2020

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	379.4	46.0	425.4	7,128	312	7,440
Brown Route 3	90.9	0.9	91.7	1,792	0	1,792
Green Route 4	165.9	17.0	182.9	2,565	222	2,787
Blue Route 5	175.3	15.1	190.4	3,752	206	3,958
Purple Route 6	246.8	26.2	273.0	6,313	566	6,879
Gold Route 8	63.4	24.7	88.0	1,928	833	2,761
Silver Route 9						
Turquoise Route 10	79.0	14.2	93.3	3,455	205	3,660
Yellow Route 95	442.6	91.8	534.5	9,330	3,303	12,633

Totals for July 2020			
Total Hours	1,879.35	Total Miles	41,910
Revenue Hours	1,643.50	<b>Revenue Miles</b>	36,263
Non-Revenue Hours	235.85	Non-Revenue Miles	5,647



# OPERATING SUMMARY - On-Call Fiscal Year 2021

	Quarter		YTD
	Jul-20	Qtr Total	
Weekday Ridership	452	452	452
Saturday Ridership	25	25	25
Total Ridership	477	477	477
Weekday Revenue Hours	216.8	216.8	216.8
Saturday Revenue Hours	14.3	14.3	14.3
Total Revenue Hours	231.1	231.1	231.1
Weekday Total Hours	316.5	316.5	316.5
Saturday Total Hours	25.4	25.4	25.4
Total Hours	341.9	341.9	341.9
Weekday Revenue Miles	4,267	4,267	4,267
Saturday Revenue Miles	298	298	298
Total Revenue Miles	4,565	4,565	4,565
Weekday Total Miles	6,993	6,993	6,993
Saturday Total Miles	490	490	490
Total Miles	7,483	7,483	7,483
# Operating Weekdays	23	23	23
# Operating Saturdays	3	3	:
# Total Operating Days	26	26	26
Avg Weekday Ridership	19.7	19.7	19.7
Avg Saturday Ridership	8.3	8.3	8.3
Avg Daily Ridership	18.3	18.3	18.3
Wkday Ridership/Rev Hr	2.1	2.1	2.1
Sat Ridership/Rev Hr	1.7	1.7	1.7
Avg Weekday Rev Hours	9.4	9.4	9.4
Avg Saturday Rev Hours	4.8	4.8	4.8
Avg Weekday Rev Miles	186	186	186
Avg Saturday Rev Miles	99	99	99



# **PMIs COMPLETED**

Period: 7/1/2020 - 7/31/2020

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	РМІ	
117	4000 miles	367,988	371,611	3,623	On Time	A-3	
121	4000 miles	294,087	297,809	3,722	On Time	A-6	
122	4000 miles	265,534	269,228	3,694	On Time	B-1	
130	5000 miles	483,796	488,460	4,664	On Time	A-3	
203	6000 miles	87,090	92,987	5,897	On Time	A-3	
205	6000 miles	71,196	76,801	5,605	On Time	С	
206	6000 miles	68,372	74,074	5,702	On Time	A-2	
300	4000 miles	78,079	81,987	3,908	On Time	A-3	
300	4000 miles	81,987	85,328	3,341	Early	A-4	
301	4000 miles	66,685	70,574	3,889	On Time	A-3	
302	4000 miles	14,239	18,256	4,017	On Time	B-1	
1102	4000 miles	25,200	28,772	3,572	Early	A-6	

83.3% 16.7% 0.0%

PMIs Completed:	12
On Time:	10
Early:	2
Late:	0

Note: "On Time" is based on mileage not days.



# August 2020 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of August 2020.

REPORTING SOLUTION

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on September 15, 2020.

#### **OPERATIONS**

THE

#### **Fixed Route**

Following are the actual miles and hours reported by the contractor vs. scheduled:

	Reported	Scheduled	Difference
Revenue Hours	2,087.7	2,102.2	(14.6)
Total Hours	2,400.8	2,409.9	(9.1)
Revenue Miles	45,188	45,096	92
Total Miles	52,254	52,134	120

Passengers per Revenue Hour	6.8
Passengers per Revenue Mile	0.3

#### **Demand Response**

Following are the actual miles and hours:

Revenue Hours	223.8
Total Hours	306.2
Revenue Miles	3,933
Total Miles	6,157
Average Weekday Revenue Hours	9.9
Passengers per Revenue Hour	0.1
Passengers per Revenue Mile	0.0

Solutions for Transit - Making a difference for YCIPTA

# The Reporting Solution August 2020

#### **OPERATIONS DATABASE**

Analysis of Contractor Invoice Data for Accuracy: Solutions for Transit reviewed the Total Miles and Hours by Day and Miles and Hours Reports to determine if there are entries that seemed high or low. We are using a 5% tolerance to determine if the entries need to be corrected or commented.

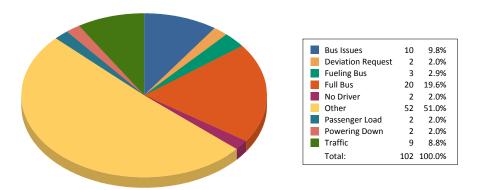
There were **428** entry errors, **13** GFI errors (information classified incorrectly in GFI), **28** time overlaps, **27** fixed route vs. GFI errors, and **22** unreported roadcalls.

These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

Late to First Stop: There were **138** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in **30:17** of delayed service.

**Logging Out Early:** There were **8** occurrences where the operator logged off before the end of revenue service totaling **1:39** of unaccounted revenue time.

**Delays:** During the month of August, **102** delays were reported by RATPDev. The average delay was **13** minutes. The delays are broken down as follows:



# **Delays by Category**

**Customer Comments:** During the month of August, **4** complaints were called in. Of these RATPDev followed up on **3**. In addition, **1** commendation was called in.

August 2020

#### MAINTENANCE

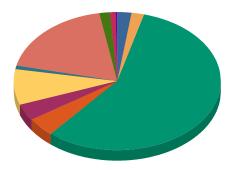
**PMIs Completed:** There were **14** PMIs completed during the month of August. Of these, **0** were completed late based on the information entered into The Reporting Solution.

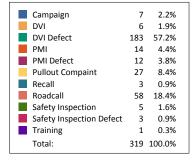
Roadcalls: There were 58 roadcalls/bus exchanges for the month of August.

- o **22** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o 2,827 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





#### **Open Work Orders:**

There were 34 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.

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# OPERATING SUMMARY - Systemwide Fiscal Year 2021

Systemwide		YTD		
Systemmat	Jul-20	Aug-20	Qtr Total	
Weekday Ridership	10,540	12,032	22,572	22,572
Saturday Ridership	921	1,721	2,642	2,642
Total Ridership	11,461	13,753	25,214	25,214
Weekday Revenue Hours	1,493.5	1,836.8	3,330.3	3,330.3
Saturday Revenue Hours	150.0	250.8	400.8	400.8
Total Revenue Hours	1,643.5	2,087.7	3,731.2	3,731.2
Weekday Total Hours	1,710.0	2,116.1	3,826.1	3,826.1
Saturday Total Hours	169.4	284.8	454.1	454.1
Total Hours	1,879.3	2,400.8	4,280.2	4,280.2
Weekday Revenue Miles	33,238	40,125	73,363	73,363
Saturday Revenue Miles	3,025	5,063	8,088	8,088
Total Revenue Miles	36,263	45,188	81,451	81,451
Weekday Total Miles	38,426	46,403	84,829	84,829
Saturday Total Miles	3,484	5,851	9,335	9,335
Total Miles	41,910	52,254	94,164	94,164
# Operating Weekdays	22	21	43	43
# Operating Saturdays	4	5	9	9
# Total Operating Days	26	26	52	52
Avg Weekday Ridership	479.1	573.0	524.9	524.9
Avg Saturday Ridership	230.3	344.2	293.6	293.6
Avg Daily Ridership	440.8	529.0	484.9	484.9
Wkday Ridership/Rev Hr	7.1	6.6	6.8	6.8
Sat Ridership/Rev Hr	6.1	6.9	6.6	6.6
Avg Weekday Rev Hours	67.9	87.5	77.4	77.4
Avg Saturday Rev Hours	37.5	50.2	44.5	44.5
Avg Weekday Rev Miles	1,511	1,911	1,706	1,706
Avg Saturday Rev Miles	756	1,013	899	899

## **RIDERSHIP AND FARES**



#### Period: 8/1/2020 to 8/31/2020

		Cash Fa	ares	Day Passe	es Sold		Passes Accepted				Free			Special Revenues					Statistics			Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	0	0	0	0	0	0	0	0	0	882	0	2	0	0	0	0	0	0	7	34	0	884
Brown 3	0	0	0	0	0	0	0	0	0	149	1	0	0	0	0	1	0	0	0	3	0	151
Green 4	0	0	0	0	0	0	0	0	0	1,343	0	1	0	0	1	0	1	1	3	104	0	1,347
Blue 5	1	0	0	0	0	0	0	0	0	775	0	0	0	0	0	0	0	0	0	83	0	776
Purple 6	0	0	0	0	0	0	0	0	0	890	1	0	0	0	0	0	0	0	17	63	0	891
Gold 8	0	0	0	0	0	0	0	0	0	204	1	0	0	0	0	0	0	0	6	8	0	205
Silver 9	0	0	0	0	0	0	0	0	0	113	0	0	0	0	0	0	0	0	0	0	0	113
Turquoise 10	0	0	0	0	0	0	0	0	0	133	0	0	0	0	29	0	0	0	2	9	0	162
Yellow 95	0	0	0	0	0	0	0	0	0	9,219	0	5	0	0	0	0	0	0	65	330	0	9,224
Grand Total:	1	0	0	0	0	0	0	0	0	13,708	3	8	0	0	30	1	1	1	100	634	0	13,753

#### **REVENUE:**

Total Revenue:	\$0.00
Unclassified Revenue:	\$0.00
As a % of Total:	0.00%



## TOTAL MILES AND HOURS BY ROUTE August 2020

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	360.2	42.0	402.2	6,784	312	7,096
Brown Route 3	116.0	3.1	119.2	2,347	71	2,418
Green Route 4	229.2	18.6	247.8	3,575	251	3,826
Blue Route 5	178.4	15.6	194.1	4,165	202	4,367
Purple Route 6	255.7	26.7	282.4	6,086	514	6,600
Gold Route 8	59.6	21.8	81.4	1,883	714	2,597
Silver Route 9	49.7	60.3	109.9	1,710	1,613	3,323
Turquoise Route 10	72.9	14.1	87.0	3,203	209	3,412
Yellow Route 95	765.8	111.0	876.8	15,435	3,180	18,615

Totals for August 2020			
Total Hours	2,400.85	Total Miles	52,254
Revenue Hours	2,087.67	<b>Revenue Miles</b>	45,188
Non-Revenue Hours	313.18	Non-Revenue Miles	7,066



## OPERATING SUMMARY - On-Call Fiscal Year 2021

		Quarter		YTD
	Jul-20	Aug-20	Qtr Total	
Weekday Ridership	452	427	879	879
Saturday Ridership	25	35	60	60
Total Ridership	477	462	939	939
Weekday Revenue Hours	216.8	208.7	425.5	425.5
Saturday Revenue Hours	14.3	15.1	29.4	29.4
Total Revenue Hours	231.1	223.8	454.9	454.9
Weekday Total Hours	316.5	283.9	600.4	600.4
Saturday Total Hours	25.4	22.3	47.7	47.7
Total Hours	341.9	306.2	648.0	648.0
Weekday Revenue Miles	4,267	3,730	7,997	7,997
Saturday Revenue Miles	298	203	501	501
Total Revenue Miles	4,565	3,933	8,498	8,498
Weekday Total Miles	6,993	5,807	12,800	12,800
Saturday Total Miles	490	350	840	840
Total Miles	7,483	6,157	13,640	13,640
# Operating Weekdays	23	21	44	44
# Operating Saturdays	3	5	8	8
# Total Operating Days	26	26	52	52
Avg Weekday Ridership	19.7	20.3	20.0	20.0
Avg Saturday Ridership	8.3	7.0	7.5	7.5
Avg Daily Ridership	18.3	17.8	18.1	18.1
Wkday Ridership/Rev Hr	2.1	2.0	2.1	2.1
Sat Ridership/Rev Hr	1.7	2.3	2.0	2.0
Avg Weekday Rev Hours	9.4	9.9	9.7	9.7
Avg Saturday Rev Hours	4.8	3.0	3.7	3.7
Avg Weekday Rev Miles	186	178	182	182
Avg Saturday Rev Miles	99	41	63	63
Avg Saturday Rev Miles	99	41	63	63



## **PMIs COMPLETED**

Period: 8/1/2020 - 8/31/2020

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	ΡΜΙ	
121	4000 miles	297,809	301,415	3,606	On Time	A-7	
130	5000 miles	488,460	493,395	4,935	On Time	В	
131	5000 miles	511,716	516,226	4,510	On Time	A-6	
147	4000 miles	75,947	79,451	3,504	Early	A-6	
153	5000 miles	89,079	93,709	4,630	On Time	A-2	
202	6000 miles	83,717	89,366	5,649	On Time	A-5	
203	6000 miles	92,987	98,989	6,002	On Time	В	
204	6000 miles	81,150	86,676	5,526	On Time	A-3	
205	6000 miles	76,801	82,482	5,681	On Time	A-1	
300	4000 miles	85,328	89,426	4,098	On Time	B-1	
301	4000 miles	70,574	74,809	4,235	On Time	A-4	
302	4000 miles	18,256	22,408	4,152	On Time	A-5	
1101	4000 miles	32,427	36,204	3,777	On Time	A-8	
1102	4000 miles	28,772	32,555	3,783	On Time	A-7	
	PMIs	Completed: 14					

On Time: 13	92.9%
Early: 1	7.1%
Late: 0	0.0%

Note: "On Time" is based on mileage not days.



2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076 Fax: 928-783-0309, email: <u>info@ycipta.az.gov</u>, Web: <u>www.ycipta.az.gov</u>

September 28,2020

Discussion and Action Item 6

To:	Yuma County Intergovernmental Public Transportation Authority
	Board of Directors
From:	Shelly Kreger, Transit Director
Subject:	Discussion and or action regarding YCIPTA Shelter and Bus Stop
-	Permit Status

## Requested Action: N/A

<u>Background and Summary</u>: As per discussion at the August 24, 2020 YCIPTA Board meeting this item will remain on the agenda so to keep the board apprised of the progress regarding bus shelters and permit status.

To date and since the last board meeting, we have three bus stops permitted with traffic control plans in the City of Yuma. These are:

- EP #60887-2020 BS #30 for installation of concrete and amenities located @ West leg (North side) of 24<sup>th</sup> St and Ave A
- 2. EP #60938-2020 BS #32 for installation of bench located @ N of 24<sup>th</sup> St & Camino Alameda
- 3. EP #60888-2020 BS #33 for installation of concrete and BS amenities located @ 21<sup>st</sup> Dr & 24<sup>th</sup> St.

JWL Construction normally does our concrete work and shelter install. At this time JWL states that he does not have the manpower or time to do the work. I have been in contact with Qual Construction and they are interested in doing the work needed.

Core Engineering is compiling stops in Somerton, San Luis and Yuma County. Most of the stops in Somerton will not be able to have shelters. Some will be challenging to permit because the blocks are so short that sight distance is an issue. Shelter order is on hold until discussion regarding the CARES Funding is sorted out.

Fiscal Impact: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments: Bus Stop listing and amenities by community.

For information on this staff report, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for Submission

Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

77

							Routes							
#	Street	<b>Cross Street</b>	City	Corner	Direction	Block	Served	Bench	Shelter	Trash	Sign	Infopost	Pole	Comments
1	Castle Dome Avenue	Yuma Palms Parkway	Yuma	NE	North	Farside	2, NC	Х	Х	Х				
2	12th Street	Behind Harkins Theater	Yuma	SE	East	Mid Block	2	Х	Х	Х				
3	Pacific Avenue	Across from 14th Street	Yuma	SW	South	Mid Block	2				Х			TEMP SIGN
4	16th Street	Panda Express	Yuma	NW	West	Mid Block	2				Х			TEMP SIGN
5	Redondo Center Drive	16th Street	Yuma	NE	North	Farside	4A				Х			TEMP SIGN
6	Redondo Center Drive	Plaza Circle	Yuma	NE	North	Farside	4A				Х			TEMP SIGN
7	Redondo Center Drive	Furniture Row	Yuma	NE	North	Mid Block	4A				Х			TEMP SIGN
8	3rd Street	Gila Street	Yuma	SW	East	Nearside	4A, 5, 10, 95, NC	х	x	x			Х	METAL - ON LIGHT POLE
9	Gila Street	1st Street	Yuma	SE	North	Nearside	5, 10, 95				Х			TEMP SIGN
10	1st Street	Main Street	Yuma	NW	West	Farside	95				Х			TEMP SIGN
														METAL - HERITAGE
11	1st Street	Across 1st Avenue/Old City Hall	Yuma	NW	West	Farside	95						Х	POLE
														TEMP SIGN - AT
14	Paradise Casino	Agnes Road	Fort Yuma	NE	East	Mid Block	5,10, NC				Х			CASINO
15	Quechan Drive	Indian Hill Road	Fort Yuma		West	Mid Block	5, 10						Х	
16	Winterhaven Drive	Railroad Avenue	Imperial County	NW	North	Nearside	5, 10	х					х	
17	4th Avenue	1st Street	Yuma	SW	South	Farside	95				Х		Λ	TEMP SIGN
				•••		1 010100								NOWHERE TO POST
														FS, HAVE TO POST
18	4th Avenue	3rd Street	Yuma		South	Mid Block	95				X			MB. TEMP SIGN
19	4th Avenue	5th Street	Yuma	SW	South	Farside	95				Х			TEMP SIGN
20	4th Avenue	8th Street	Yuma	SW	South	Farside	95				Х			TEMP SIGN
21	4th Avenue	10th Street	Yuma		South	Farside	95				Х			TEMP SIGN
22	4th Avenue	12th Street	Yuma		South	Farside	95				Х			TEMP SIGN
23	4th Avenue	14th Street	Yuma		South	Farside	95				Х			TEMP SIGN
24	4th Avenue	17th Street	Yuma	SW	South	Farside	95	Х	Х	Х			Х	
														TEMP SIGN. 1840 4TH
25	4th Avenue	19th Street	Yuma		South	Mid Block	95				Х			AVE
26	4th Avenue	20th Place	Yuma	SW	South	Farside	95				Х			TEMP SIGN
27	4th Avenue	22nd Street	Yuma		South	Farside	95				Х			TEMP SIGN
28	24th Street	6th Avenue	Yuma	NW	West	Farside	95				Х			TEMP SIGN
														TEMP SIGN - IN
			X	N.N.A./			4 0 4 0 5							FRONT OF MEDICAL
30	24th Street	Avenue A	Yuma	NW	West	Farside	4, 6A, 95				X			
31	24th Street	Ridge View Drive	Yuma	NW	West	Nearside	4, 6A, 95				X			TEMP SIGN
32	24th Street	Camino Alameda	Yuma	05	West	Farside	4, 6A, 95	V	N N	X	X			TEMP SIGN
33	21st Drive	24th Street	Yuma	SE	South	Farside	4, 95, 6A	Х	Х	Х	Х			TEMP SIGN
34	26th Street	23rd Avenue	Yuma	NW	West	Nearside	4, 4A, 95, 6A, NC	х	x	х				
35	Avenue B	24th Street	Yuma	SE	North	Nearside	4A, 95, 6A				Х			TEMP SIGN
36	24th Street	21st Drive	Yuma	SE	East	Nearside	4A, 95, 6A				Х			TEMP SIGN
37	24th Street	18th Avenue	Yuma	SE	East	Nearside	4A, 95, 6A				Х			TEMP SIGN
20	24th Street	Yuma Regional Medical Center Emergency Entrance	Yuma	SE	East	Mid Block	4A, 95, 6A, NC	v	v	v			V	
38	24th Street	8th Avenue	Yuma	SE	East	Farside		Х	Х	Х			Х	TEMP SIGN
40 44	Catalina Drive	4th Avenue	Yuma	SE	East	Farside	95				X			I EIVIF SIGN
44	Catalina Drive	Catalina Square Apartments	Yuma	SE	East	Mid Block	4A 4A				X			TEMP SIGN
40			runa	3L	Lasi		H-4A		1	1		1		

46	32nd Street	Chevy Lane	Yuma	SE	East	Nearside	4A		1	1			TEMP SIGN
40	32nd Street	Crest Drive	Yuma	SE	East	Farside	4A 4A		<u> </u>		X		TEMP SIGN
47	Yuma International Airport	Baggage Claim	Yuma	SE	East	Mid Block	4A 4, 4A, NC	Х	X	X	X		TEMP SIGN
							.,,	~ ~					
49	Pacific Avenue	Fairgrounds Entrance (near 32nd)	Yuma	NE	North	Farside	4A	Х	X				
50	Pacific Avenue	Palo Verde Street	Yuma	NE	North	Farside	4A	Х	Х				
51	Pacific Avenue	San Marcos Drive	Yuma	NE	North	Farside	4A				Х		TEMP SIGN
52	Pacific Avenue	24th Street	Yuma	NE	North	Farside	2				Х		TEMP SIGN
53	Pacific Avenue	Gila Ridge Road	Yuma	NE	North	Nearside	2				Х		TEMP SIGN
65	24th Street	Araby Road	Yuma	SW	East	Farside	2, 9				Х		TEMP SIGN
66	24th Street	College Avenue	Yuma	SW	East	Nearside	2, 9					Х	
													METAL - ON TURN
67	24th Street	Avenue 7 1/2E	Yuma	SW	East	Nearside	2, 9					Х	LANE POLE
68	AWC, NAU, UA	Parking Lot	Yuma	NW	West	Mid Block	2, 3, 8, 9, NC	х	x	х	Х		
69	24th Street	Tamarack Center	Yuma		East	Mid Block	3, 8				Х		TEMP SIGN
70	24th Street	Otondo Drive	Yuma	SW	East	Nearside	3, 8				X		TEMP SIGN
71	24th Street	Vista De Castillo Drive	Yuma	SE	East	Farside	3, 8				X		TEMP SIGN
72	Avenue 9E	24th Street	Yuma	SW	South	Farside	3, 8				Х		TEMP SIGN
73	Avenue 9E	Across 28th Street	Yuma	SW	South	Farside	3, 8				Х		TEMP SIGN
74	Avenue 9E	Across 31st Street	Yuma	SW	South	Farside	3, 8				Х		TEMP SIGN
75	32nd Street	Avenue 8E	Yuma	SE	East	Farside	3, 8				Х		TEMP SIGN
76	South Frontage Road	Desert Air Blvd	Yuma	SE	East	Farside	8				Х		TEMP SIGN
77	South Frontage Road	Avenue 9E	Yuma	SE	East	Farside	8				Х		TEMP SIGN
79	South Frontage Road	Westwind Blvd	Yuma	SE	East	Farside	8				X		TEMP SIGN
81	Fortuna Road	South Frontage Road	Yuma County	SW	East	Farside	3, 8				Х		TEMP SIGN
90	South Frontage Road	Across Avenue 8 1/2E	Yuma	NW	West	Farside	8				Х		TEMP SIGN
91	32nd Street	Avenue 8E	Yuma	NE	West	Nearside	3, 8				Х		TEMP SIGN
92	Avenue 9E	30th Place	Yuma	NE	North	Farside	3, 8				Х		TEMP SIGN
93	Avenue 9E	28th Street	Yuma	NE	North	Farside	3, 8				Х		TEMP SIGN
94	24th Street	Avenue 9E	Yuma	NW	West	Farside	3, 8				X		TEMP SIGN
95	24th Street	Across Vista De Castillo Avenue	Yuma	NE	West	Farside	3, 8				x		TEMP SIGN
								Ň	×	N N		X	METAL - BIKE LANE
96	24th Street	Yuma Education Consortium Yard		N.13.47	West	Mid Block	3, 8	X	X	X		X	POLE
97	24th Street	Otondo Drive	Yuma	NW	West	Farside	3, 8						
98	24th Street	AWC Entrance	Yuma	NW	West	Farside	2, 9				X		
99	24th Street	Desert Mesa Elementary/ Avenue 7 1/2E	Yuma	NE	West	Nearside	2, 9	х	x	x		x	
00			i dinici		W001	- Tearbiae	2,0	~	~	~		^	
100	24th Street	Gila Ridge High/College Avenue	Yuma	NW	West	Farside	2, 9					x	
		16th Street - after Starbucks					<b>_</b> , •			1		^	
111	Pacific Avenue	Coffee	Yuma	SW	South	Farside	2, 4				x		TEMP SIGN
112	Pacific Avenue	20th Street	Yuma	SW	South	Farside	2, 4				X		TEMP SIGN
113	24th Street	Pacific Avenue	Yuma	NW	West	Farside	4A				X		TEMP SIGN
114	24th Street	Olivia Avenue	Yuma	NW	West	Farside	4A				X		TEMP SIGN
115	24th Street	Kennedy Lane	Yuma	NW	West	Farside	4A				X		TEMP SIGN
116	Arizona Avenue	24th Street	Yuma	NE	West	Farside	4A				X		TEMP SIGN
118	Ligurta Station	US Highway 80	Yuma County		West	Mid Block	8					х	
	<b>U</b> · · · · · · · · · · · · · · · · · · ·						-		1				METAL: ON STREET
119	US Highway 95	Avenue D	Yuma County	NW	West	Farside	95, 9					Х	POLE
120	23rd Avenue	28th Street	Yuma	NW	South	Nearside	6A, 95	Х	X	Х		Х	

						1		T.	1	1	1 1		
121	21st Drive	Gary Knox Elementary School	Yuma		South	Mid Block	6A, 95				x		TEMP - SIGN GARY KNOX ELEM. SCHOOL
		Across from Yuma County Library											ACROSS LIBRARY - METAL SIGN ON
122	21st Drive	District	Yuma		South	Mid Block	6A, 95	x	x	X		x	LIGHT POLE
123	Avenue B	32nd Street	Yuma	SW	South	Farside	6A, 95				Х		TEMP SIGN
													METAL - ON LIGHT
124	US Highway 95	Patricia Lane	Yuma County	SW	South	Farside	6A, 95					X	POLE
125	US Highway 95	County 15th Street	Yuma County	SW	South	Farside	6A, 95, 9					x	METAL - ON HWY POLE
125	Cocopah Casino	Main Entrance	Cocopah	300	East	Mid Block	6A, 95, 9 6A, 95, NC	Х				× X	CASINO BENCHES
120			occopan		Laor		0,1,00,110						
127	US Highway 95	Avenue C	Yuma County	SW	West	Farside	6A, 95					X	SOMERTON AIRPORT
													IN FRONT -
100	Main Ofree at		0		10/ (		05 0					N/	SOUTHWEST
128 129	Main Street Main Street	Across Cholla Avenue Columbia Avenue	Somerton Somerton	NE	West West	Mid Block Nearside	95, 9 95, 9	Х	X	X		X X	STORAGE
129	Main Sheet	Columbia Avenue	Somenon		West	Inediside	33, 3	^	^	^		^	METAL - ON LARGE
130	Main Street	Somerton Avenue	Somerton	NE	West	Nearside	95, 9					x	POLE
													METAL - ON LIGHT
131	Main Street	State Avenue	Somerton	NW	West	Farside	6A, 95, 9	Х	Х	Х		Х	POLE
132	Main Street	Carliste Avenue	Somerton		West	Farside	6A, 95,					X	
133	Main Streat	Cesar Chavez Avenue	Somerton		West	Farside	64 05 0					v	TOWN - SOMERTON BENCH
155	Main Street	8750 W. Highway 95 (Housing	Somenon		West	Faiside	6A, 95, 9	Х	-	-		X	DEINCH
134	US Highway 95	Dept)	Yuma County	NW	West	Farside	95, 9					x	
135	Main Street	1st Avenue	Yuma County	NW	South	Nearside	95, 9					X	
													METAL - ON LIGHT
136	Main Street	4th Avenue	Yuma County	SW	South	Farside	95, 9	Х	X	Х		X	POLE
107	Main Streat	6th Avenue	Vumo County		South	Foreide	05 0					V	METAL - ON STREET SIGN
137	Main Street	otin Avenue	Yuma County		South	Farside	95, 9					X	METAL - TURN ONLY
138	US Highway 95	County 22nd Street	San Luis		South	Mid Block	9					x	POLE
139	US Highway 95	Piceno Drive	San Luis	SW	South	Farside	9					Х	METAL - SPEED POLE
				•			-						METAL - TURN ONLY
140	US Highway 95	Los Oros Street	San Luis	SW	South	Farside	9	-				X	POLE METAL - ON
141	US Highway 95	Beach Street	San Luis	SW	South	Farside	9					x	PROHIBITO POLE
141	00 Highway 55	Deach Offeet	Odi i Edis	011	Coun	1 415146	5					X	METAL - ON ADOPT A
142	Juan Sanchez Blvd	Main Street	San Luis	SE	East	Farside	9, 95					X	STREET POLE
146	Main Street	Juan Sanchez Blvd	San Luis	NE	North	Farside	95, 9		Х			Х	
	_			_									METAL - ON
147	US Highway 95	Lakin Drive	San Luis	SE	North	Nearside	95, 9					X	CROSSWALK POLE
148	US Highway 95	Estibella Drive	San Luis	NE	North	Farside	95, 9					x	METAL - ON SPEED POLE
148	US Highway 95	Piceno Ave	San Luis		North	Nearside	95, 9					^	"NOT THERE"
0	oo nightay oo		Carrento		. contra	110410140							WALMART SHELTER /
150	US Highway 95	Walmart Driveway	San Luis	NE	North	Farside	95, 9	Х	Х			Х	BENCH
		_											METAL - ON SPEED
151	Main Street	County 19th Street	Yuma County	NE	North	Farside	95, 9					Х	POLE

						<u> </u>				<u>г</u>			· · · · · · · · · · · · · · · · · · ·
152	Main Street	5th Avenue	Yuma County	NE	North	Nearside	95, 9	Х	Х	Х		Х	
													METAL - ON LIGHT
153	Main Street	1st Avenue	Yuma County	SE	North	Nearside	95, 9					Х	POLE
		Across from 8750 W. Highway 95											
154	US Highway 95	(Housing Dept)	Yuma County		East	Mid Block	95, 9					X	
155	Main Street	Cesar Chavez Avenue	Somerton	SE	East	Farside	6A, 95, 9	Х	Х			Х	
450					<u> </u>		04 05 0						METAL - ON
156	Main Street	Federal Avenue	Somerton	014	East	Farside	6A, 95, 9	N N				X	TELEPHONE POLE
157	Main Street	Across State Avenue	Somerton	SW	East	Nearside	6A, 95, 9	Х				Х	
450	Main Otherst		Ormenten	05	<b>F</b> 4	E a mai da						N/	METAL - ON LIGHT
158	Main Street	Somerton Avenue	Somerton	SE	East	Farside	6A, 95, 9	N N	N N	X		X	POLE
159	Main Street	Bingham Avenue	Somerton	SW	East	Nearside	6A, 95, 9	Х	Х	Х		X	
100	Main Street	Cholla Avenue	Comorton		Faat	Mid Dlaak						V	METAL - ON LIGHT POLE
160	Main Street	Cholia Avenue	Somerton		East	Mid Block	6A, 95, 9					X	METAL - ON TURN
161	LIS Highwoy OF		Vumo County	°E	East	Neoroido						v	ONLY POLE
161	US Highway 95	Avenue C	Yuma County	SE	Easi	Nearside	6A, 95, 9					X	METAL - ON COUNTY
162	US Highway 95	County 15th Street	Yuma County	NE	North	Farside	6A, 95,9					v	POLE
162	US Highway 95	Patricia Lane	Yuma County	INE	North	Farside	6A, 95,9 6A, 95				Х	X	TEMP SIGN
163	32nd Street	Avenue B	Yuma	SE	East	Farside	6A, 95				X		TEMP SIGN
165	21st Drive	Yuma County Library District	Yuma	3E	North	Mid Block	6A, 95	v	v	v	^	v	I EIVIF SIGIN
105	2 Ist Drive	28th Street/Yuma Catholic High	Tullia		NOIT	IVIIU DIUCK	0A, 95	Х	Х	Х		X	
166	21st Drive	School	Yuma	NE	North	Farside	6A, 95				x		TEMP SIGN
168	4th Avenue	24th Street	Yuma	NE	North	Farside	95				X		TEMP SIGN
169	4th Avenue	22nd Street	Yuma	NE	North	Farside	95				X		TEMP SIGN
170	4th Avenue	20th Street	Yuma		North	Farside	95				X		TEMP SIGN
170	4th Avenue	18th Street	Yuma		North	Farside	95				X		TEMP SIGN
176	Pacific Avenue	24th Street	Yuma	SW	South	Farside	95 4				X		TEMP SIGN
170	Pacific Avenue	San Marcos Drive	Yuma	SW	South	Farside	4				X		TEMP SIGN
111	T achie Avenue	San Marcos Drive	Tunia	500	South	i aisiue	4				^		
													IN FRONT OF
178	Pacific Avenue	Palo Verde Street	Yuma	SW	South	Farside	4	x					HAMBURGER STAND
179	Pacific Avenue	Walmart	Yuma	011	South	Farside	4						
187	32nd Street	Pacific Avenue	Yuma		West	Farside	4						
188	32nd Street	Fortuna Avenue	Yuma	NW	West	Farside	4				X		TEMP SIGN
189	32nd Street	Chiquita Drive	Yuma	NW	West	Farside	4				X		TEMP SIGN
100			- dilid			1 arolao	•						TEMP SIGN - IN
													FRONT OF VERTICAL
190	32nd Street	Arizona Avenue	Yuma	NW	West	Farside	4				X		CHURCH
										1			TEMP SIGN - AT THE
191	32nd Street	Catalina Drive	Yuma	NW	West	Nearside	4				X		TRAFFIC LIGHT
192	4th Avenue Extension	32nd Street	Yuma	SW	South	Farside	4				X		TEMP SIGN
193	32nd Street	4th Avenue Extension	Yuma	SW	West	Farside	4						
194	32nd Street	8th Avenue	Yuma	NW	West	Farside	4				Х		TEMP SIGN
195	Avenue A	32nd Street	Yuma	NE	North	Farside	4				X		TEMP SIGN
								1		1			
196	Avenue A	Across Kofa High School (2929)	Yuma	NE	North	Mid Block	4				X		TEMP SIGN
197	Avenue A	28th Street	Yuma	NE	North	Farside	4	1		1	Х		TEMP SIGN
198	Avenue A	Westridge Drive	Yuma	NE	North	Farside	4	1		1	Х		TEMP SIGN
199	Avenue A	Southwest Medical Center	Yuma	NE	North	Mid Block	4				Х		TEMP SIGN
200	24th Street	Avenue B	Yuma		West	Farside	4						
201	24th Street	34th Drive	Yuma	NW	West	Farside	4				Х		TEMP SIGN
ųU		•								-			·

202	24th Street	37th Avenue	Yuma	NW	West	Farside	4					Х	
203	Avenue C	24th Street	Yuma	NW	North	Farside	4					Х	
204	Avenue C	21st Lane	Yuma	NE	North	Farside	4				X		TEMP SIGN
205	Avenue C	20th Street	Yuma	NE	North	Farside	4				Х		TEMP SIGN
206	Avenue C	18th Street	Yuma	NE	North	Farside	4				Х		TEMP SIGN
207	16th Street	Avenue C	Yuma	NE	East	Farside	4				Х		TEMP SIGN
208	16th Street	31st Drive	Yuma	SE	East	Farside	4	Х					
209	16th Street	Arcadia Lane	Yuma	SE	East	Farside	4				Х		TEMP SIGN
													IN FRONT OF
210	Avenue B	16th Street	Yuma	SE	North	Farside	4				X		SKETCHERS
											1		
													<b>TEMP SIGN - BEHIND</b>
211	Avenue B	12th Street	Yuma	NE	North	Farside	4				X		STARBUCKS
													<b>TEMP SIGN - ACROSS</b>
212	Avenue B	Del Valle Mobile Home Park	Yuma	NE	North	Mid Block	4				X		FROM ADOT
213	Avenue B	8th Street	Yuma	NE	North	Farside	4				Х		TEMP SIGN
		Immaculate Connception Church											IN FRONT OF
214	Avenue B	& School	Yuma	NE	North	Mid Block	4				X		ICC/SCHOOL
215	Avenue B	Across 5th Street	Yuma	NE	North	Farside	4				Х		TEMP SIGN
216	3rd Street	24th Avenue	Yuma	NE	East	Farside	4					Х	
217	3rd Street	20th Avenue	Yuma	SE	East	Farside	4					Х	
218	3rd Street	17th Avenue	Yuma	SE	East	Nearside	4					Х	
219	3rd Street	15th Avenue	Yuma	SE	East	Nearside	4					Х	
220	3rd Street	Avenue A	Yuma	SE	East	Farside	4					X	
221	3rd Street	6th Avenue	Yuma	SE	East	Farside	4				Х		TEMP SIGN
222	Giss Parkway	4th Avenue	Yuma	SE	East	Farside	4				X		TEMP SIGN
225	Giss Parkway	7th Street	Yuma	SW	East	Farside	2				X		TEMP SIGN
227	Castle Dome Avenue	Yuma Palms Parkway	Yuma	NW	East	Farside	2				X		TEMP SIGN
228	Castle Dome Avenue	Across Shilo Inn	Yuma	NW	East	Mid Block	2				X		TEMP SIGN
229	Chapay Street	Quail Run Loop	Cocopah	SW	North	Nearside	6A	Х	Х	Х		Х	
			Coopan	011			0,1	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~					METAL - ON
230	Strand Avenue	Chapay Street	Cocopah		South	Farside	6A					x	TELEPHONE POLE
231	Cocopah Drive	Broadmore	Cocopah		West	Mid Block	6A					X	
													METAL - ON NO
233	Avenue C	4th Place	Yuma County	SW	South	Farside	6A					x	PARKING SIGN
234	Avenue C	Amador Lane	Yuma County	•••	South	Nearside	6A				1 1	X	
													TEMP SIGN - 3843
235	8th Street	Avenue C	Yuma	SE	East	Farside	6A				X		8TH ST
													TEMP SIGN - IN
													FRONT OF YUMA
236	8th Street	Date Avenue	Yuma		East	Farside	6A				X		TIME 3335 8TH ST
													TEMP SIGN - LAZY 8
237	8th Street	Lazy 8 Moblie Home Park	Yuma		East	Mid Block	6A				X		PARK DRIVEWAY
238	8th Street	Avenue B	Yuma		East	Farside	6A	1	1	1	X		TEMP SIGN
239	8th Street	Dora Avenue	Yuma		East	Mid Block	6A	1	1	1	X		TEMP SIGN
240	8th Street	Magnolia Avenue	Yuma	SE	East	Farside	6A				X		TEMP SIGN
210	011 011001		- Gilla	02	2001		0/1						TEMP SIGN - 1421 8TI
241	8th Street	14th Avenue	Yuma		East	Farside	6A				x		ST
241	Avenue A	8th Street	Yuma	NW	South	Nearside	6A				X		TEMP SIGN
242	Avenue A	10th Street	Yuma	SW	South	Farside	6A		<u> </u>		X		TEMP SIGN
243	Avenue A	12th Street	Yuma	500	South	Farside	6A		<u> </u>	}	X		TEMP SIGN
244			runa		South	I dISIUE	UA	1	l	1			

245	Avenue A	14th Street	Yuma		South	Farside	6A	1	1	1	Х		TEMP SIGN
245		16th Street	Yuma		South		6A				X		TEMP SIGN
240	Avenue A	Toth Street	ruma		South	Farside	6A				~		TEMP SIGN - BY
247	Avenue A	18th Street	Yuma		South	Mid Block	6A				v		ALLEYWAY
247	Avenue A	20th Place	Yuma	NW	South		6A				X		TEMP SIGN
248	Avenue A	20th Place	ruma	INVV	South	Nearside	6A				X		TEMP SIGN - 2222
249	Avenue A	Across 22nd Street	Yuma		South	Mid Block	6A				х		AVE A
249	Avenue A	Actoss 2210 Street	Tunia		South	IVIIU DIOCK	UA				^		METAL - ON STOP
253	Avenue B	County 16th Street	Yuma County	NW	South	Nearside	95					x	POLE
200					Coun	INCUISINC	55					Χ	- I OLL
254	County 16th Street	Across Paso Desconso Avenue	Yuma County	NW	West	Farside	95				х		TEMP SIGN
255	County 16th Street	Rincon De Espana	Yuma County	NW	West	Farside	95				~	X	
200			Turna Oburity		W001	1 di bide	50						METAL - ON SPEED
256	Cottonwood Loop	Salt Cedar Avenue	Cocopah	SW	South	Farside	6A					X	POLE
200			Coopan	011	Count	i uroido	0,1						IN FRONT - HEAD
257	Cottonwood Loop	Head Start School	Cocopah		South	Mid Block	6A	X	X	x		X	START
													METAL - ON STOP
258	Cottonwood Park Loop	Cottonwood Loop	Cocopah	SW	South	Nearside	6A	X	X			X	SIGN
259	Cottonwood Loop	Salt Cedar Avenue	Cocopah	SE	North	Nearside	6A				Х		TEMP SIGN
	ł		· · ·										METAL - TELEPHONE
260	Veterans Way	Cocopah Tribe Administration	Cocopah	SE	North	Mid Block	6A				х		POLE
261	Veterans Drive	Veterans Way	Cocopah	SE	East	Mid Block	6A	Х	Х	Х		Х	
		Across Hava Street/ Community											
262	Centre Avenue	Center	Cocopah		North	Mid Block	6A					Х	
263	Centre Avenue	Steamboat Street	Cocopah	SE	North	Nearside	6A					Х	METAL - STOP POLE
264	County 16th Street	Across from Rincon de Eslana	Yuma County		East	Mid Block	95					Х	
265	County 16th Street	Paso Descanso	Yuma County	SE	East	Farside	95				Х		TEMP SIGN
													METAL - ON
266	County 16th Street	Avenue B	Yuma County	SW	East	Nearside	95					Х	TELEPHONE POLE
270	Avenue A	24th Street	Yuma	NE	North	Farside	6A				Х		TEMP SIGN
271	Avenue A	22nd Street	Yuma	NE	North	Farside	6A				Х		TEMP SIGN
272	Avenue A	20th Street	Yuma		North	Farside	6A				Х		TEMP SIGN
273	Avenue A	18th Street	Yuma		North	Farside	6A				Х		TEMP SIGN
274	Avenue A	16th Street	Yuma	NE	North	Farside	6A				Х		TEMP SIGN
275	Avenue A	14th Street	Yuma		North	Farside	6A				Х		TEMP SIGN
276	Avenue A	12th Street	Yuma		North	Farside	6A				Х		TEMP SIGN
277	Avenue A	10th Street	Yuma		North	Farside	6A	_	ļ		X		TEMP SIGN
278	8th Street	12th Avenue	Yuma	NW	West	Farside	6A				Х		TEMP SIGN
279	8th Street	14th Avenue	Yuma		West	Farside	6A				X		TEMP SIGN
280	8th Street	Magnolia Avenue	Yuma		West	Farside	6A		ļ	ļ	X		TEMP SIGN
281	8th Street	Dora Avenue	Yuma		West	Farside	6A			ļ	X		TEMP SIGN
282	8th Street	Avenue B	Yuma		West	Farside	6A		ļ	ļ	X		TEMP SIGN
283	8th Street	Clifford Way	Yuma		West	Farside	6A		ļ	ļ	X		TEMP SIGN
284	8th Street	May Avenue	Yuma		West	Farside	6A		ļ	ļ	X		TEMP SIGN
285	8th Street	Palm Avenue	Yuma		West	Farside	6A		ļ	ļ	X		TEMP SIGN
290	Chapay Way	Levee Road	Cocopah		North	Mid Block	6A		ļ	ļ	-	X	
004	A	Cocopah Vocational Training	Connet	014/	041-	<b>Family</b>	<u></u>						METAL - ON HIGHWAY
291	Avenue I	Center	Cocopah	SW	South	Farside	6A					X	
202	Votorono May	Across from Cocopah Police	Coorah		North	Mid Block	6 ^						METAL - ON STREET POLE
293	Veterans Way	ACIUSS ITUITI COCOPAIT FOIICE	Cocopah		North		6A	1		1		X	FULE

	Vana a Osarata Librarra	1	г		1			Т	Т	T	1 1		T
299	Yuma County Library District	South Frontage Road	Yuma County	NE	West	Mid Block	3, 8					x	
300	Jack In the Box	Avenue 29E	Wellton		West	Mid Block	8					х	METAL - ON STOP SIGN
301	Arizona Avenue	William Street	Wellton	SW	East	Farside	8	Х	Х			X	
001				•									METAL - ON STOP
302	Arizona Avenue	Fresno Street	Wellton	SW	East	Nearside	8					Х	SIGN
													METAL - ON
303	Dome Street	San Jose Avenue	Wellton	SE	North	Farside	8					Х	TELEPHONE POLE
													METAL - ON
304	Dome Street	Los Angeles Street	Wellton	NW	West	Nearside	8					Х	CROSSWALK POLE
305	Los Angeles Street	Fresno Street	Wellton	NW	West	Farside	8	X	X			X	
306	Los Angeles Street	William Street	Wellton	NE	West	Farside	8	X	Х	Х		X	
307	Los Angeles Street	Center Street	Wellton	SE	West	Nearside	8					X	
200	Arizona Avanua	Los Angeles Street	Wallton	SW	East	Farside	0					V	METAL - ON TELEPHONE POLE
308	Arizona Avenue	Los Angeles Street	Wellton	500	East	Farside	8					X	METAL - ON STOP
310	Arizona Avenue	William Street	Wellton	SW	East	Farside	8	x	x			x	SIGN
316	South Frontage Road	Fortuna Road	Yuma County	000	West	Farside	8	~	~			~	"NO GOOD PLACE"
010	Coult Tomage Road				West	1 di bido	0						METAL- ON ADOPT A
317	Araby Road	24th Street	Yuma	SW	South	Farside	2, 9				x		HIGHWAY SIGN
_				_			<b>j</b> -						METAL - ON
318	Juan Sanchez Blvd	6th Avenue	San Luis	SE	East	Farside	9, 95					Х	CROSSWALK POLE
													METAL - ON LIGHT
319	Juan Sanchez Blvd	Across from 7th Avenue	San Luis	SE	East	Farside	9, 95					Х	WARNING POLE
													METAL - ON
320	8th Avenue	Juan Sanchez Blvd	San Luis	NE	North	Farside	9					Х	CROSSWALK POLE
004		A surger A surgering Other at	Oraclasia		N I a with	Mal Disala	0.05					X	METAL - ON SCHOOL
321 322	8th Avenue AWC San Luis Center	Across America Street Main Office	San Luis	NE	North	Mid Block	9, 95	-				X	ZONE POLE
322	AWC San Luis Center	Main Office	San Luis		East	Mid Block	9, 95					X	METAL - ON SPEED
323	8th Avenue	America Street	San Luis	SW	South	Farside	9					x	POLE
324	Juan Sanchez Blvd	8th Avenue	San Luis	SE	East	Farside	9					×	
024		ourrivende		02	Luot	1 di bido	5					Λ	METAL - ON STOP
325	Juan Sanchez Blvd	9th Avenue	San Luis	SE	East	Farside	9					X	WARNING
326	Araby Road	32nd Street	Yuma/ ADOT	SE	North	Farside	2, 9				Х		TEMP SIGN
													METAL - ON SPEED
327	Steamboat Street	Orange Grove Way	Cocopah	NW	West	Farside	6A					Х	POLE
													METAL - ON HIGHWAY
328	Araby Road	32nd Street	Yuma/ ADOT	SW	South	Farside	9					Х	SIGN
							_						METAL - ON
329	Juan Sanchez Blvd	9th Avenue	San Luis	NE	West	Farside	9					X	CROSSWALK POLE
000				N 11 A /			0					X	METAL - ON SPEED
330	Juan Sanchez Blvd	8th Avenue	San Luis	NW	West	Farside	9	+			├	X	
331	Juan Sanchez Blvd	7th Avenue	San Luis	NW	West	Farside	9					x	METAL - ON MERGE POLE
331	Juan Janchez Divu		Jan Luis	INVV	**#51		9	+	<u> </u>		<u>├</u>		METAL - ON TURN
332	Juan Sanchez Blvd	6th Avenue	San Luis	NE	West	Nearside	9					x	ONLY POLE
334	Catalina Drive	Across from Country Club Drive	Yuma	SW	South	Mid Block	4A	+	+		X	^	TEMP SIGN
335	32nd Street	Catalina Drive	Yuma	SE	East	Farside	4A				X		TEMP SIGN
336	3rd Street	13th Avenue	Yuma		East	Farside	4	1	1				
					1	1	-	L	I	1	1 1	L	J

					<u> </u>	<u> </u>		г	Г	Т	1	1		
337	3rd Street	8th Avenue	Yuma		East	Nearside	4							
338	4th Avenue	24th Street	Yuma		South	Nearside	95							
339	Juan Sanchez Blvd	4th Avenue	San Luis		East	Farside	9, 95			+			Х	
340	US Highway 95	Avenue D	Yuma County	SE	East	Farside	6A, 95, 9						х	METAL - ON MERGE POLE
344	Across Quechan Community Center	San Pasqual School Road	Fort Yuma		East	Mid Block	5	x	x	x			х	
345	Baseline Road	San Pasqual School Road	Fort Yuma	SW	North	Farside	5				Х		X	TEMP SIGN
														METAL - ON SPEED
346	Ironwood Drive	Ironwood Terrace	Fort Yuma	SE	North	Nearside	5						Х	SIGN
347	Ironwood Drive	Ironwood Terrace	Fort Yuma	SE	North	Nearside	5	Х	Х	Х			Х	
348	Arnold Road	Cocopah Road	Imperial County	NW	West	Farside	5						х	
349	Arnold Road	Baseline Road	Imperial County	NE	West	Nearside	5						х	METAL - ON STOP SIGN
350	Baseline Road	Indian Rock Road	Imperial County	SE	North	Nearside	5						х	
351	Baseline Road	Miguel Road	Imperial County		North	Nearside	5							"NOTHING"
352	Ross Road	Baseline Road	Imperial County		West	Farside	5							"NOTHING"
353	Ross Road	@ 1820 near American Farm Road	Imperial County		West	Mid Block	5						х	
354	Picacho Road	Ross Road	Imperial County		South	Farside	5							"NOTHING"
355	Picacho Road	Jackson Road	Imperial County		South	Farside	5							"NOTHING"
356	Picacho Road	Haughtelin Road	Imperial County	SW	South	Farside	5						х	
357	Picacho Road	Indian Rock Road	Imperial County	SW	South	Farside	5						х	
358	Arnold Road	Picacho Road	Imperial County		West	Farside	5							"NOTHING"
359	Arnold Road	2060	Imperial County		West	Mid Block	5							"NOTHING"
360	First Road	Arnold Road	Imperial County		South	Farside	5							"NOTHING"
361	First Road	McCoy Mobile Home Park	Imperial County		South	Farside	5							"NOTHING"
362	First Avenue	Roden Baugh Road	Imperial County		South	Farside	5							"NOTHING"
363	First Avenue	G Street	Imperial County		South	Farside	5							"NOTHING"
364	Winterhaven Dr	Jimbo's Towing	Imperial County	NW	West	Mid Block	5, 10						х	
365	Quechan Casino Resort	Main Entrance	Fort Yuma	NW	West	Mid Block	5, 10, NC						Х	AT CASINO
366	South Entrance Road	State Route 186/Algodones Road	Fort Yuma	NE	South	Nearside	5, 10						х	
367	Winterhaven Dr	Sans End RV Park (2209 Winterhaven Dr)	Imperial County	SE	East	Farside	5, 10						х	
368	Winterhaven Dr	2nd Avenue	Imperial County	SE	East	Mid Block	5, 10						Х	

369	1st Street	4th Avenue	Yuma	SE	East	Farside	95	1		1	V	r	TEMP SIGN
				SE	East						X		
370	1st Street	1st Avenue Indian Hill Road	Yuma Fort Yuma	SW	East	Nearside	95				X		TEMP SIGN TEMP SIGN
375	Agnes Road			SE	East	Farside	5, 10				X		TEMP SIGN
376 377	Agnes Road	Quechan Drive Gila Street	Fort Yuma	NW	East	Nearside	5, 10				X		TEMP SIGN
377	Giss Parkway 16th Street	Sunridge Drive	Yuma Yuma	SE	West East	Farside Farside	2, 4A 4	V		V	^		TEMP SIGN
378	Toth Street	Sunnage Drive	ruma	3E	Easi	Farside	4	Х		Х			METAL - ON TURN
379	US Highway 95	County 20 1/2 Street	Yuma County	SE	North	Nearside	95, 9					v	LANE POLE
379	03 Highway 95			5L	norui	Inediside	33, 9					X	IN FRONT OF CITY
383	1st Avenue	3rd Street/City Hall	Yuma	NE	North	Farside	4	x					HALL
384	2nd Street	1st Avenue	Yuma	SE	North	Farside	4	^				Х	TIALL
504		TSt Avenue	Tunia	0L	North	1 213100	7					^	TEMP SIGN - AT STOP
385	2nd Street	Main Street	Yuma	SE	East	Nearside	4				X		SIGN
505		Main Otreet	Tunia	0L	Last	INCOLOR	7				~		TEMP SIGN - ACROSS
													FROM FURNITURE
386	Redondo Center Drive	Across From Furniture Row	Yuma	SW	South	Mid Block	4				X		ROW
				0.11	Count		•						
													<b>TEMP SIGN - ACROSS</b>
													FROM PLAZA CIRCLE
387	Redondo Center Drive	Across From WACOG	Yuma	SW	South	Mid Block	4				x		DRIVE
389	16th Street	Arizona Avenue	Yuma	SE	South	Farside	4A	Х	Х	Х			
390	Arizona Avenue	18th Place	Yuma	NE	South	Farside	4A				Х		TEMP SIGN
391	Arizona Avenue	20th Street	Yuma	NE	South	Farside	4A				Х		TEMP SIGN
392	Arizona Avenue	22nd Street	Yuma	NE	South	Farside	4A				Х		TEMP SIGN
394	Gila Street	3rd Street	Yuma	SW	South	Farside	2, 4	Х	Х	Х		Х	
395	Quechan Casino Resort	Employee Entrance	Fort Yuma	W	West	Mid Block	5, 10					Х	
													TEMP SIGN - ACROSS
396	16th Street	Across Redondo Center Drive	Yuma	SE	East	Farside	4				Х		FROM AM/PM
398	Riverside Drive	Hope Way	Yuma County	SE	East	Farside	6A				Х		TEMP SIGN
399	Avenue F	San Pedro Street	San Luis	NE	South	Farside	9					X	
400	Avenue F	Olivos Drive	San Luis	SW	North	Farside	9					Х	
401	Castle Dome Avenue	12th Street	Yuma	SE	East	Farside	2				Х		TEMP SIGN
402	32nd Street	Araby Road	Yuma	NW	West	Farside	2				Х		TEMP SIGN
403	32nd Street	Avenue 6E	Yuma	NW	West	Farside	2				Х		TEMP SIGN
404	32nd Street	Blue Diamond RV Park	Yuma	NW	West	Mid Block	2				Х		TEMP SIGN
405	32nd Street	Avenue 5 1/2 E	Yuma	NW	West	Farside	2				Х		TEMP SIGN
406	32nd Street	Avenue 5	Yuma	NW	West	Farside	2				Х		TEMP SIGN
407	32nd Street	Soar Avenue	Yuma	NW	West	Farside	2				Х		TEMP SIGN
408	32nd Street	Avenue 4E	Yuma	NW	West	Farside	2				Х		TEMP SIGN
409	32nd Street	Avenue 3 1/2 E	Yuma	NW	West	Farside	2				Х		TEMP SIGN
410	32nd Street	Shortway	Yuma	NW	West	Farside	2				Х		TEMP SIGN
411	Avenue 3E	32nd Street	Yuma	NE	North	Farside	2				Х		TEMP SIGN
412	Avenue 3E	Across Palo Verde St	Yuma	NE	North	Mid Block	2				Х		TEMP SIGN
413	24th Street	Avenue 3E	Yuma	NW	West	Farside	2				Х		TEMP SIGN
414	24th Street	Avenue 2 5/10	Yuma	NW	West	Farside	2				Х		TEMP SIGN
415	24th Street	Yuma Community Food Bank	Yuma	NW	West	Mid Block	2				Х		TEMP SIGN
416	24th Street	Across Melody Lane	Yuma	NW	West	Mid Block	2				Х		TEMP SIGN
420	40th Street	Foothills Blvd	Yuma County	NW	West	Farside	3, 8				Х		TEMP POLE
						T							
421	Arnold Road	1948	Imperial County		West	Mid Block	5					X	
425	Avenue C	16th Street	Yuma	SW	South	Farside	4A			1	X		TEMP SIGN

				0.14	<b>0</b> //					1			
426	Avenue C	18th Street	Yuma	SW	South	Farside	4A				X		TEMP SIGN
427	Avenue C	20th Street	Yuma	SW	South	Farside	4A				X		TEMP SIGN
428	Avenue C	21st Lane	Yuma	SW	South	Mid Block	4A				X	X	TEMP SIGN
429	24th Street	Sonora Sunset	Yuma	SE	East	Nearside	4A	-				<u> </u>	
430	24th Street	33rd Street	Yuma	SE	East	Farside	4A	-			N N	X	
431	24th Street	River Park Apartments (2575)	Yuma	SE	East	Farside	4A				Х		TEMP SIGN
432	Somerton Avenue	14th Street Patricia Street	Somerton Somerton	NE	North North	Farside Farside	6A 6A					X	
433							6A					<u>X</u>	
434	Somerton Avenue	Garvin Street	Somerton		North	Farside	0A					X	METAL - ON SPEED
435	Somerton Avenue	Joshua Street	Somerton	NE	North	Farside	6A					x	POLE
436	Somerton Avenue	Crane Street	Somerton	SE	North	Nearside	6A	+				× X	
430	Somerton Avenue	Craile Street	Somenton	52	North	Inediside	07	+				^	METAL - ON TRAFFIC
													LIGHT WARNING
437	Somerton Avenue	Eucalyptus Street	Somerton	NE	North	Farside	6A					x	POLE
438	Somerton Avenue	Cano Street	Somerton		North	Farside	6A					Λ	"DISCONTINUED"
	Comon Contraction		Comorton			i ai bido	0/1						METAL - ON LIGHT
439	8th Street	Avenue C	Yuma	NW	West	Farside	6A					x	POLE
440	County 8th Street	Pritchard Avenue	Yuma County	NW	West	Mid Block	6A				Х		TEMP SIGN
441	County 8th Street	Across Apache Lane	Yuma County		West	Mid Block	6A				X		TEMP SIGN
442	County 8th Street	Across Yavapai Lane	Yuma County		West	Mid Block	6A				X		TEMP SIGN
	<u>,</u>	·	, í										METAL - ON SPEED
443	Hope Way	County 8th Street	Yuma County	NE	North	Farside	6A					X	POLE
444	Hope Way	Riverside Drive	Yuma County	SE	North	Nearside	6A				Х		TEMP SIGN
													METAL- ON STREET
453	US Highway 95	County 20 1/2 Street	Yuma County		South	Farside	95, 9					Х	SIGN
													METAL- ON STREET
453	US Highway 95	County 20 1/2 Street	Yuma County		South	Farside	95, 9					Х	SIGN
454	County 22nd Street	Walmart Outdoor Living	San Luis	SE	East	Farside	95	Х	Х			Х	
		Second Apartment Complex											METAL - ON MERGE
455	County 22nd Street	Entrance - Orgullo Del Sol	San Luis		East	Farside	95					X	POLE
456	4th Avenue	Las Brisas Blvd	San Luis	SW	South	Farside	95					X	
457	4th Avenue	Union Street	San Luis	NW	South	Nearside	95					X	
450				014/	0 11		05						METAL - ON NO
459	4th Avenue	Juan Sanchez Blvd	San Luis	SW	South	Farside	95	-				X	PARKING SIGN
460	Ath Asconso	C Street	Contuin		Couth	Negroide	05					V	METAL - ON STOP
460 461	4th Avenue 4th Avenue	B Street	San Luis San Luis	NW	South South	Nearside Nearside	95 95					X X	POLE
461	Urtuzuastegui Street	Cesar Chavez Avenue	San Luis	NE	West	Nearside	95 95				X	^	TEMP SIGN
464	Williams Brook Ave	B Street	San Luis	SE	North	Nearside	95	Х	Х	X	^	x	
466	Quechan Drive	Sapphire Lane (Pipa Market)	Fort Yuma	NE	North	Nearside	5, 10	^	X	^		× X	
467	Atlantic Avenue	14th Street	Yuma County	SE	North	Nearside	2	+	^		X	^	TEMP SIGN
407				0L	North	Neurside	L				~		METAL - ON CHAIN
471	SR 186	Andrade Port of Entry	Imperial County		South	Mid Block	5						LINK FENCE
472	Avenue A	YRMC Parking Garage	Yuma	SW	South	Mid Block	4A	1	1	1	X		TEMP SIGN
473	Avenue A	Across Westridge Drive	Yuma	SW	South	Mid Block	4A		1		X		TEMP SIGN
474	Avenue A	Across 28th Street	Yuma	SW	South	Mid Block	4A	1	1	1	X		TEMP SIGN
											1 1		TEMP SIGN -
475	Avenue A	Kofa High School Driveway	Yuma	SW	South	Nearside	4A				X		SMUCKER'S PARK
476	32nd Street	Avenue A	Yuma	SE	East	Farside	4A				Х		TEMP SIGN
								1	1	1	1 1	1	
477	32nd Street	8th Avenue	Yuma	SE	East	Farside	4A				X		<b>TEMP SIGN - CONVEY</b>

480	32nd Street	Avenue 3E	Yuma	SE	East	Farside	2		<u>г г</u>			TEMP SIGN
480	32nd Street	Avenue 3 1/2E	Yuma	SE	East	Farside	2			X		TEMP SIGN
482	32nd Street	Avenue 3 1/2E	Yuma	SE	East	Farside	2			X		TEMP SIGN
483	32nd Street	Roadrunner Lane	Yuma	SE	East	Farside	2			X		TEMP SIGN
403	32nd Street	Avenue 5E	Yuma	SE	East	Farside	2			<u>х</u>		TEMP SIGN
	32nd Street	Avenue 52 Avenue 5 1/2E	Yuma	SE	East	Farside	2			<u>х</u>		TEMP SIGN
485	S2Nd Street	County Roads Blvd (Country	ruma	SE	Easi	Faiside	Ζ			^		TEMP SIGN
486	32nd Street	Roads RV Park)	Yuma	SE	East	Farside	2			v		TEMP SIGN
480	32nd Street	Avenue 6E	Yuma	SE	East	Farside	2			X		TEMP SIGN
491	US Highway 95	County 18th Street	Yuma County	52	North	Farside	95, 9			~		"NOT THERE"
491	US Flighway 95	County Toth Sheet	Turna County		NOTUT	Faiside	90, 9					TEMP SIGN - RIGHT
493	4th Avenue Extension	32nd Street	Yuma	SE	East	Farside	4A			X		PAST APPLEBEE'S
495	Giss Parkway	7th Street	Yuma	NE	North	Mid Block	2			^ X		TEMP SIGN
495	Centre Avenue	Across Kwapa Apartments	Cocopah	INC	North	Mid Block	6A			^	Х	TEMP SIGN
498 500	Pacific Avenue	32nd Street	Yuma	NE	North	Farside	4A				^	
		35th Place		SW						v		
501 502	Fortuna Road Fortuna Road	35th Place	Yuma County Yuma County	SW	South South	Farside Farside	8 8		├	X X		TEMP SIGN
502	40th Street	Fortuna Road	Yuma County	SW	East	Farside	8		├			TEMP SIGN TEMP SIGN
503	40th Street	Across Scottsdale Drive	,	SE	East	Farside	8			<u>х</u>		
504	40th Street	Across Scottsdale Drive Avenue 12E	Yuma County	SE			0 8	-		^		TEMP SIGN
			Yuma County	SE	East	Farside	÷					NOWHERE TO POST
506	40th Street	Across Bonnie Avenue	Yuma County		East	Farside	8			X		TEMP SIGN
507	40th Street	Across Cassidy Drive	Yuma County	SE	East	Farside	8			X		TEMP SIGN
508	Foothills Boulevard	40th Street	Yuma County	NE	North	Farside	8			X		TEMP SIGN
509	Foothills Boulevard	38th Place	Yuma County	NE	North	Farside	8			X		TEMP SIGN
510	Foothills Boulevard	Tiffany Lane	Yuma County	NE	North	Farside	8			X		TEMP SIGN
511	Foothills Boulevard	34th Street	Yuma County	NE	North	Farside	8	-		X		TEMP SIGN
512	Foothills Boulevard	South Frontage Road	Yuma County	SW	South	Farside	8	-		X		TEMP SIGN
513	21st Drive	32nd Street	Yuma	NE	North	Farside	6A, 95	-		<u>X</u>		TEMP SIGN
514	Foothills Boulevard	Tiffany Lane	Yuma County	SW	South	Farside	8	-		X		TEMP SIGN
515	Foothills Boulevard	38th Place	Yuma County	SW	North	Farside	8	-		X		TEMP SIGN
516	40th Street	Cassidy Drive	Yuma County	NW	West	Farside	8	-		X		TEMP SIGN
517	40th Street	Hunter Avenue	Yuma County	NW	West	Farside	8			X		TEMP SIGN
518	40th Street	Avenue 12E	Yuma County	NW	West	Farside	8			X		TEMP SIGN
519	40th Street	Scottsdale Drive	Yuma County	NW	West	Farside	8			<u> </u>		TEMP SIGN
520	Fortuna Road	40th Street	Yuma County	NE	North	Farside	8			X		TEMP SIGN
521	Fortuna Road	38th Place	Yuma County	NE	North	Farside	8			X		TEMP SIGN
522	Fortuna Road	35th Place	Yuma County	NE	North	Farside	8			X		TEMP SIGN
500	Advanced Call Center	Ora Luis Direa Drive	Oraclasia			Mid Dia da						"NOWHERE TO POST"
523	Technologies	San Luis Plaza Drive	San Luis	05	Midblock	Mid Block	95, NC					
524	24th Street	Pacific Avenue	Yuma	SE	East	Farside	2		<b>├</b> ────	X		TEMP SIGN
525	24th Street	Melody Lane	Yuma	SE	East	Farside	2		<b>├</b> ────	X		TEMP SIGN
526	24th Street	Engler Avenue	Yuma	SE	East	Farside	2		<b>├</b> ────	X		TEMP SIGN
527	24th Street	Across from Avenue 2 5/10	Yuma	SE	East	Farside	2		<b>├</b> ────	X		TEMP SIGN
528	Avenue 3E	24th Street	Yuma	SW	South	Farside	2		<b>↓</b>	X		TEMP SIGN
529	Avenue 3E	Palo Verde Street	Yuma	SW	South	Farside	2		<b>↓</b>	X		TEMP SIGN
530	Giss Parkway	1st Avenue	Yuma	NW	West	Farside	4A		<b>↓</b>	X		TEMP SIGN
531	3rd Street	4th Avenue	Yuma	NW	West	Farside	4A		ļ	X		TEMP SIGN
532	3rd Street	6th Avenue	Yuma	NW	West	Farside	4A		ļļ	X		TEMP SIGN
533	3rd Street	8th Avenue	Yuma	NW	West	Farside	4A		ļļ	X		TEMP SIGN
534	3rd Street	Avenue A	Yuma	NW	West	Farside	4A		ļ	X		TEMP SIGN
535	3rd Street	13th Avenue	Yuma	NW	West	Farside	4A			X		TEMP SIGN

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536	3rd Street	15th Avenue	Yuma	NW	West	Farside	4A				X		TEMP SIGN
537	3rd Street	17th Avenue	Yuma	NW	West	Farside	4A				X		TEMP SIGN
538	3rd Street	20th Avenue	Yuma	NW	West	Farside	4A				X		TEMP SIGN
539	3rd Street	24th Avenue	Yuma	NW	West	Farside	4A				Х		TEMP SIGN
540	Avenue B	4th Street	Yuma	SW	South	Farside	4A				X		TEMP SIGN
541	Avenue B	Baird Lane	Yuma	SW	South	Farside	4A				X		TEMP SIGN
542	Avenue B	8th Street	Yuma	SW	South	Farside	4A				X		TEMP SIGN
543	Avenue B	12th Street	Yuma	SW	South	Farside	4A				Х		TEMP SIGN
544	16th Street	Avenue B	Yuma	NW	West	Farside	4A				Х		TEMP SIGN
545	16th Street	Arcadia Lane	Yuma	NW	West	Farside	4A				Х		TEMP SIGN
546	16th Street	31st Drive	Yuma	NW	West	Farside	4A				X		TEMP SIGN
547	16th Street	YPIC	Yuma	NW	West	Nearside	4A				X		TEMP SIGN
548	Quechan Drive	Across Indian Hill Drive	Fort Yuma	NE	North	Mid Block	5,10					Х	
549	San Pasqual School Road	Picacho Road	Fort Yuma		West	Nearside	5						"NOTHING"
550	1st Street	Gila Street	Yuma	NW	West	Farside	5, 10, 95					Х	
551	21st Drive	32nd Street	Yuma	NW	South	Nearside	6A, 95				X		TEMP SIGN
	AWC East Yuma County												
552	Center	Parking Lot	Wellton		South	Mid Block	8					X	
													NOT POSSIBLE - ON
553	Fortuna Road	South Frontage Road	Yuma County		North	Farside	8						OVERPASS
													METAL - ON SPEED
554	Juan Sanchez Blvd	4th Avenue	San Luis	NW	West	Farside	9, 95					X	POLE
													METAL - ON BIKE
555	4th Avenue	16th Street	Yuma		North	Farside	95	X	X	X		X	LANE POLE
556	4th Avenue	14th Street	Yuma	NE	North	Farside	95				Х		TEMP SIGN
557	4th Avenue	12th Street	Yuma		North	Farside	95				Х		TEMP SIGN
558	4th Avenue	10th Street	Yuma		North	Farside	95				Х		TEMP SIGN
559	4th Avenue	8th Street	Yuma		North	Farside	95				X		TEMP SIGN
560	4th Avenue	5th Street	Yuma		North	Farside	95				X		TEMP SIGN
561	4th Avenue	3rd Street/Giss Parkway	Yuma		North	Farside	95	1		1	Х		TEMP SIGN
562	1st Street	Gila Street	Yuma	SW	East	Nearside	95	1		1	Х		TEMP SIGN
L	1		- I I		L	<u> </u>		1			· ·		



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September 28, 2020

Discussion and Action Item 7

 To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
 From: Shelly Kreger, Transit Director
 Subject: Discussion and or action regarding YCIPTA Fleet Status Report

Requested Action: N/A

<u>Background and Summary</u>: During the previous YCIPTA Board meeting staff was asked to provide details regarding the YCAT Fleet Replacement Plan in regard to mileage and year.

The highlighted (yellow) vehicles on the attached list are non-revenue support vehicles. They have exceeded their FTA useful life in years but not miles. Future replacements will be determined upon overall condition.

The revenue fleet includes 12 Cutaways and 16 Buses consisting of:

(4) 2010 E350 Aerolites, (5) 2010 E350 Passports, (2) 2019 E350 Starcrafts.

(1) 2020 E350 Starcrafts. (3) 1997 New Flyers, (4) 2016 Arbocs, (2) 2016 Gillig's, (5) 2019 Gillig's and (2) 2006 Trolley's.

Recently we have received (3) 2020 E350 Starcrafts that will replace (1) 2010 E350 Aerolite and (2) 2010 E350 Passports, these will be ready for service in the next 60 days.

The vehicles in need of replacement at this time are (3) 2010 E350 Aerolite's, (3) 1997 new Flyers and (4) 2010 E350 passport. All have exceeded their replacement years and miles.

STP funding can be used to replace the (3) 2010 E350 Aerolites.

ADOT CARES funding can also be used for capital expenses at 100%. YCIPTA will need to issue a P.O with Gilling by the end of November 2020 to secure the production of (4-7) 2021 40' LF Gillig's with a delivery of August 2021

Fiscal Impact: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments: Fleet Status Report

For information on this staff report, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for Submission

Chuzen

Shelly Kreger, Transit Director

Shelly Kreger, Transit Director

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## Yuma Fleet List 2020

Mileage updated 8/31/2020 SDK

Bus #		MAKE	MODEL	Pass Cap	Length	Original Purchase Price	IN SERVICE DATE	Age	Current Mileage 08/31/2020	FTA Useful Life	Replacement year	Estimated replacement year	Engine mileage rebuild due	Transmission mileage rebuild due	Engine replacement date and mileage	Transmission Replacement date and mileage
001	2020	Ford	Expedition	8	j.	\$ 55,789.50	12/26/2019	0.7	1,600	7/200K	2027	2027				
002	2020	Ford	Explorer	7		\$ 34,169.50	12/26/2019	0.7		7/200K	2027	2027				
1100	2019	Ford F250	Shop Service Truck	3		\$ 40,449.00	11/1/2018	1.8	14,330	7/200K	2026	2026				
1101	2019	Ford F250	Pick Up Truck	3		\$ 26,483.00	11/1/2018	1.8	24,587	7/200K	2026	2026				
1102	2019	Ford F250	Pick Up Truck	3		\$ 26,483.00	11/1/2018	1.8	32,600	7/200K	2026	2026				
						· · · · · · · · · · · · · · · · · · ·		2.0		7,2001						
142	2006	Freightliner	Specialty Trolley	30		\$ 80,000.00	9/1/06	13.9	479,126	7/200k	2013		200000	200000.0		
144	2006	Freightliner	Specialty Trolley	30		\$ 80,000.00	9/1/06	13.9	75,797	7/200k	2013		200000	200000.0		
117	2010	2010 Ford E350	ENC Aerolite	8+2		\$ 53,956.00	1/25/2010	10.6	375,065	4/100k	2014	2020	As Needed	As Needed	New eng 193542	7/18 213349
121	2010	2010 Ford E350	ENC Aerolite	6+2		\$ 45,690.00	1/25/2010	10.6	301,526	4/100k	2014	2021	As Needed	As Needed	J. J	
122	2010	2010 Ford E350	ENC Aerolite	6+2		\$ 45,690.00	2/4/2010	10.5	270,367	4/100k	2014	2021	As Needed	As Needed		New Tran 147916
123	2010	2010 Ford E350	ENC Aerolite	6+2		\$ 45,690.00	2/4/2010	10.5	301,207	4/100k	2014	2021	As Needed	As Needed		New Tran 179564
126	2010	2010 Chevy C5500	ENC Passport	32		\$ 190,000.00	2/24/2010	10.5	513,894	7/200K	2017	2021	200000	200000	Engine 1/2018	
129	2010	2010 Chevy C5500	ENC Passport	32		\$ 190,000.00	3/5/2010	10.4	505,251	7/200K	2017	2021	200000	200000	New engine 8/18	
130	2010	2010 Chevy C5500	ENC Passport	32		\$ 190,000.00	3/5/2010	10.4	493,954	7/200K	2017	2021	200000	200000	Engine 1/2018	New trans 1/2020
131	2010	2010 Chevy C5500	ENC Passport	32		\$ 190,000.00	2/24/2010	10.5	516,228	7/200K	2017	2020	200000	200000		
132	2010	2010 Chevy C5500	ENC Passport	32		\$ 190,000.00	2/24/2010	10.5	545,124	7/200K	2017	2020	200000	200000		
133	2013	2013 Ford Focus	Focus 4 Door	4		\$ 16,242.00	11/1/2012	7.8	67,553	4/100k	2020	2022	As Needed	As Needed		
134	2013	2013 Ford Focus	Focus 4 Door	4		\$ 16,242.00	11/1/2012	7.8	81,363	4/100k	2020	2022	As Needed	As Needed		
135	2013	2013 Ford Focus	Focus 4 Door	4		\$ 16,242.00	1/17/2013	7.6	39,735	4/100k	2020	2022	As Needed	As Needed		
137	1997	1997 New Flyer	D40F	39	40	\$65,000 recon value	1/1/1997	23.6	803,579	12/500k	2009	2021	500000	500000		
138	1997	1997 New Flyer	D40F	39	40	\$65,000 recon value	1/1/1997	23.6	154,069	12/500k	2009	2021	500000	500000		
149	1997	1997 New Flyer	D40LF	39	40	\$65,000 recon value	1/1/1997	23.6	739,512	12/500k	2009 2019	2021	500000	500000	New engine 2019	
146	2015	2015 Dodge	Grand Caravan	6		\$ 46,592.00	5/28/2015	5.3	58,284	4/100k		2022	As Needed	As Needed		
147	2015	2015 Dodge	Amerivan	6		\$ 46,592.00	11/23/2015	4.8	79,919	4/100k	2019	2022	As Needed	As Needed		
148	2014	2014 Braun	Entervan	6		\$ 46,592.00	5/4/2014	6.3	38,273	4/100k	2018	2022	As Needed	As Needed		
150	2016	2016 ARBOC	Freightliner	34	34	\$ 325,150.00	8/10/2017	3.0	93,038	7/200k	2023	2023	500000	50000		
151	2016	2016 ARBOC	Freightliner	34	34	\$ 325,150.00	8/10/2017	3.0	119,010	7/200k	2023	2023	500000	50000		
152	2016	2016 ARBOC	Freightliner	34	34	\$ 325,150.00	8/10/2017	3.0	120,376	7/200k	2023	2023	500000	500000		
153	2016	2016 ARBOC	Freightliner	34	34	\$ 325,150.00	6/12/2018	2.2	94,046	7/200k	2023	2023	500000	500000		
200	2016	2016 Gillig	Low Floor	39	40	\$ 436,651.00	5/19/2016	4.3	252,375	12/500k	2028	2028	500000	500000		
201	2016	2016 Gillig	Low Floor	39	40	\$ 436,651.00	5/19/2016	4.3	226,066	12/500k	2028	2028	500000	500000		
202	2019	2019 Gillig	Low Floor	39	40	\$ 423,535.00	2/15/2019	1.5	91,230	12/500k	2031	2031	500000	500000		
203	2019	2019 Gillig	Low Floor	39	40	\$ 423,535.00	3/5/2019	1.4	102,493	12/500k	2031	2031	500000	500000		
204	2019	2019 Gillig	Low Floor	39	40	\$ 423,535.00 \$ 423.535.00	3/6/2019	1.4	89,075	12/500k	2031	2031	500000	500000		
205	2019	2019 Gillig 2019 Gillig	Low Floor	39	40	+ -,	3/14/2019	1.4	86,364	12/500k	2031	2031	500000	500000		
206 300	2019 2019		Low Floor E350 Starcraft	39 14/2	40	\$ 423,535.00 \$ 69,753.00	3/14/2019 7/12/2019	1.4	79,436	12/500k	2031 2024	2031 2024	500000	500000		
300 301	2019	2019 Ford 2019 Ford	E350 Starcraft E350 Starcraft	14/2	22 22	\$ 69,753.00 \$ 69,753.00	7/12/2019	1.1 1.1	90,484 75,794	5/150k 5/150k	2024	2024	As Needed As Needed	As Needed As Needed		
301	2019	2019 Ford 2020 Ford	E350 Starcraft	14/2	22	\$ 69,753.00 \$ 69,753.00	1/7/2020	0.6	24,412	5/150k	2024	2024		As Needed	+	+
302 303	2020	2020 Fold 2020 Ford	E350 Starcraft	9/2	22	\$ 67,930.00	1/1/2020	0.0	24,412	5/150k	2025	2025	As Needed As Needed	As Needed		
303	2020	2020 Fold 2020 Ford	E350 Starcraft	9/2 18/2	22	\$ 85,632.00				5/150k	2025	2025	As Needed	As Needed	+	
350	2020	2020 Ford	E350 Starcraft	18/2	18	\$ 85,632.00 \$ 85,632.00				5/150k	2025	2025	As Needed	As Needed		<u> </u>



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September 28, 2020

**Discussion and Action Item 8** 

To:	Yuma County Intergovernmental Public Transportation Authority
	Board of Directors
From:	Shelly Kreger, Transit Director
Subject:	Discussion and or action regarding the Second Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding.

<u>Requested Action</u>: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the First Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding.

<u>Background and Summary</u>: YCIPTA and the City are parties to the certain Grant Pass Through Intergovernmental Agreement effective February 26, 2015 ("IGA") pursuant to which YCIPA passed funds from Grant Numbers AZ-90-X132 and AZ-90-X127 to the City to provide final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center. The term of the IGA expired August 26, 2018 but grant funds remain that may be used toward the improvement and rehabilitation of the Hotel Del Sol; and, YCITPA and the City desire to extend the term of the IGA to allow the City to use remaining grant funds for the improvement and rehabilitation of the Hotel Del Sol. The term of this agreement shall expire August 31, 2020

<u>Recommended Motion</u>: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the Second Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding.

*Fiscal Impact:* Included in current budget.

#### Legal Counsel Review: Yes

<u>Attachments</u>: Second Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding.

For information on this staff report, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for Submission

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Shelly Kreger Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

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## SECOND AMENDMENT TO GRANT PASS THROUGH INTERGOVERNMENTAL AGREEMENT BETWEEN YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY and CITY OF YUMA FOR FEDERAL TRANSIT GRANT FUNDING

This Second Amendment to the Grant Pass Through Intergovernmental Agreement ("<u>Amendment</u>") is entered into as of \_\_\_\_\_\_, 2020 ("<u>Effective Date</u>"), between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona ("<u>YCIPTA</u>"), and City of Yuma, an Arizona municipal corporation (the "<u>City</u>"). YCIPTA and the City are sometimes referred to herein individually as the "Party" and collectively as the "Parties".

#### RECITALS

**WHEREAS,** YCIPTA and the City are parties to the Grant Pass Through Intergovernmental Agreement with an effective date of February 26, 2015 ("<u>IGA</u>") pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 and AZ-90-X127 to the City to cover final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center;

**WHEREAS**, the term of the IGA was extended by the First Amendment to the IGA through August 31, 2018;

**WHEREAS**, grant funds remain that may be used toward the improvement and rehabilitation of the Hotel Del Sol; and,

**WHEREAS**, YCIPTA and the City desire an additional extension to the term of the IGA to allow the City to use remaining grant funds for the improvement and rehabilitation of the Hotel Del Sol.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree to the following:

- 1. <u>Incorporation of Recitals.</u> The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.
- 2. <u>Term.</u> Section 2 of the IGA, titled "Term of Agreement," as amended by the First Amendment, is hereby deleted and replaced with the following:

<u>Term of Agreement</u>. The Term of this Agreement shall begin on the Effective Date and expire on December 31, 2023.

3. <u>Nature of Amendment.</u> Except for the modifications set forth in this Amendment, the IGA remains in full force and effect.

Second Amendment to YCIPTA / City of Yuma Grant Pass Through IGA for Federal Transit Funding, Page 1 of 2

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the date first set forth above.

## CITY OF YUMA

## YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Philip Rodriguez,Shelly Kreger, CCTMCity of Yuma - AdministratorTransit Director

ATTEST

Lynda L. Bushong City Clerk

## INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Second Amendment has, prior to its execution, been submitted to the attorney for each Party, who has determined that the intergovernmental agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By:\_\_\_\_\_

Minda M. Davy YCIPTA Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By:\_\_\_\_\_

Richard Files Yuma City Attorney

Second Amendment to YCIPTA / City of Yuma Grant Pass Through IGA for Federal Transit Funding, Page 2 of 2





Monthly YCIPTA board meeting report RatpDev Oliver Cromwell GM 09/25/2020

This monthly report is intended to summarize any route operations, maintenance, management or finance operations or actions that fall outside of normal operations for YCAT public transit.

#### COVID 19.

- Increased routes and times have been in effect since Monday August 17<sup>th</sup> due to schools and collages opening. Safety precautions are implemented to protect our operators and the public, entry in rear door only unless wheelchair ramp is needed, reduced passenger capacity, some seats blocked off to increase passenger distance. Current fixed route services will remain in effect until further notice.
- In addition to our normal cleaning and sanitizing we also have a cleaning company sanitize all vehicles nightly in addition to sanitizing vehicles enroute at transfer points.

#### Maintenance.

- The board asked for Maintenance KPI's to be presented each meeting. please see attached.
- Follow up on a question asked by the board at the 8/24/2020 meeting. Concerning "Huge Maintenance Backlog". To date A total of 539 open work orders dating before Jan 1<sup>st</sup>, 2020 have been completed. (206 open workorders and 333 Audit workorders).



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## **Transit Directors Report August-September 2020**

- 1. Escrow has closed on the land purchase located at 3300 S Arizona Ave. for future maintenance and operations facility for YCAT.
- Modified schedule, was operating at about 50% service until a couple of weeks ago now at 70% service but still down on ridership, currently 64% down in ridership Aug 2020 13,753 – Aug 2019 39,170. Still fare free
- Currently undergoing the Short Range Transit Plan hopefully to have that completed by EOY. Visit website and take survey, more public and stakeholder outreach coming up. MCAS service to be looked at during the study.
- 4. Partnership with the City of Yuma to paint Downtown Transit Center (Hotel Del Sol)
- 5. APTA Health & Safety Commitments Program. The Program was developed after asking transit users from across the country what measures would make them feel more confident riding public transportation amid concerns about COVID-19. From this research, the industry identified four key areas that transit systems need to address to earn riders' confidence:
- Following public health guidelines from official sources
- Cleaning and disinfecting transit vehicles frequently and requiring face coverings and other protections
- Keeping passengers informed and empowered to choose the safest times and routes to ride
- Putting health first by requiring riders and employees to avoid public transit if they have been exposed to COVID-19 or feel ill

Transit systems throughout the nation have pledged to meet these commitments by creating specific policies that are effective for their system, their riders, and their communities. A key component of the Health and Safety Commitments Program is the shared responsibility of transit systems *and* riders to follow the guidelines. Riders rely on public transit systems to follow these commitments, and systems rely on riders to protect themselves and other customers.

Extensive cleaning, installing driver barriers, face covering required, fare free, limited seating capacity for social distancing.

- 6. New radios installed entire fleet, Upgraded NextBus system to be installed this week.
- 7. RFP out for Strategic Planning services.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susan M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

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## **RIDERSHIP AND FARES**

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#### Period: 8/1/2019 to 8/31/2019

		Cash Fa	ires	Day Passe	es Sold		Passes A	ccepted			Fre	e			S	pecial Reve	enues			Statisti	cs	Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	733	386	0	43	25	356	107	5	126	20	3	0	13	13	11	970	112	50	26	37	5	2,973
Brown 3	77	79	26	23	27	117	12	0	9	13	2	0	2	0	0	186	4	2	1	13	2	553
Green 4	326	340	0	81	70	624	264	16	107	19	20	0	0	67	133	208	89	857	5	67	6	3,221
Green 4A	240	236	0	42	73	391	248	6	96	12	3	0	0	23	212	246	87	521	6	23	3	2,436
Blue 5	354	268	9	77	96	526	112	2	42	27	0	0	5	2	3	41	73	6	24	28	12	1,634
Purple 6	352	265	0	67	48	277	65	3	59	94	3	0	0	96	29	142	2,034	56	70	53	5	3,590
Gold 8	48	22	3	17	18	43	12	0	6	3	0	0	0	1	2	110	0	10	1	12	0	292
Silver 9	64	39	0	1	0	0	0	0	48	0	0	0	0	0	0	722	7	0	0	1	4	881
Turquoise 10	218	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	8	7	1	230
Yellow 95	7,640	6,019	3	622	319	2,551	907	33	1,787	98	44	0	16	756	136	1,400	639	392	85	330	20	23,359
Grand Total:	10,053	7,654	41	973	676	4,885	1,727	65	2,280	298	75	0	36	958	526	4,025	3,045	1,894	226	571	58	39,170

#### **REVENUE:**

Total Revenue:	\$33,705.53
Unclassified Revenue:	\$1,307.71
As a % of Total:	3.88%

## **RIDERSHIP AND FARES**



#### Period: 8/1/2020 to 8/31/2020

	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	0	0	0	0	0	0	0	0	0	882	0	2	0	0	0	0	0	0	7	34	0	884
Brown 3	0	0	0	0	0	0	0	0	0	149	1	0	0	0	0	1	0	0	0	3	0	151
Green 4	0	0	0	0	0	0	0	0	0	1,343	0	1	0	0	1	0	1	1	3	104	0	1,347
Blue 5	1	0	0	0	0	0	0	0	0	775	0	0	0	0	0	0	0	0	0	83	0	776
Purple 6	0	0	0	0	0	0	0	0	0	890	1	0	0	0	0	0	0	0	17	63	0	891
Gold 8	0	0	0	0	0	0	0	0	0	204	1	0	0	0	0	0	0	0	6	8	0	205
Silver 9	0	0	0	0	0	0	0	0	0	113	0	0	0	0	0	0	0	0	0	0	0	113
Turquoise 10	0	0	0	0	0	0	0	0	0	133	0	0	0	0	29	0	0	0	2	9	0	162
Yellow 95	0	0	0	0	0	0	0	0	0	9,219	0	5	0	0	0	0	0	0	65	330	0	9,224
Grand Total:	1	0	0	0	0	0	0	0	0	13,708	3	8	0	0	30	1	1	1	100	634	0	13,753

#### **REVENUE:**

Total Revenue:	\$0.00
Unclassified Revenue:	\$0.00
As a % of Total:	0.00%



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## **Marketing Plan**

We are currently creating our Short Range Transit Plan (SRTP) which will identify: customer concerns and suggestions, system strengths and deficiencies, and assist in mapping out YCIPTA's marketing plan. The last marketing plan was created by Big Cat advertising in 2011 and going forward it would be ideal to update every 5 years.

## 1. Completion of SRTP

## 2. Completion of Marketing Plan

- Effectively use Short Range Transit Plan findings
- Current and potential rider demographics
- More bilingual marketing
- Address passengers' concerns regarding COVID
- Social Media activity

## 3. Redesign of YCAT Web Site

- A format where YCAT staff is independently and easily able to make changes to the information contained on the website
- More concise and user friendly
- Add search bar
- Add option for web site translation
- Ensure ADA accessibility
- Integrate bus tracking

## 4. Redesign of Rider's Guide

- More concise and user friendly
- Consider different media

Yuma County Intergovernmental Public Transportation Authority Board Of Directors Susanna M. Zambrano – Chairperson - Arizona Western College, Dr. Michael Sabath – Vice Chairman - Northern Arizona University, Jerry Cabrera - City of Somerton Secretary/Treasurer, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton, Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County