

# **Yuma County Intergovernmental Public Transportation Authority**

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

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

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

MONDAY, October 27, 2025 – 1:30 PM Yuma County Department of Development Services – Aldrich Hall 2351 West 26<sup>th</sup> Street -- Yuma, AZ, 85364

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

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

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

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

The agenda for the meeting is as follows:

# **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 25, 2025 regular session minutes. Action required. Pg. 4

# **DISCUSSION & ACTION ITEMS:**

- Discussion and or action regarding Amendment 5 of the Commute with Enterprise Independent Contractors Agreement for the Vanpool Program. Action required.

  Pg. 13
- Discussion and or action regarding the Updated YCIPTA Disadvantaged Business Enterprise Plan. Action required.
   Pg. 51
   Pg.76 Attach C
- 3. Discussion and or action regarding transit services in the Foothills. Possible action required. **Pg. 80**
- 4. Discussion and or action regarding Priority Shelter Location List. No action required. Pg. 89
- Discussion and or action regarding Staff Development Plan. No action required.
   Pg. 93
- 6. Discussion regarding an update on Kim Joyce & Associates/City of San Luis/NAU Transit Needs Study. No action required. **Pg. 97**

# PROGRESS REPORTS:

1. Operations Report – Anabel Teran, General Manager, RATP Dev. *No action is required. Pg. 99* 

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding Sr. – Chairman – Quechan Tribe, Louie Galaviz – Vice Chairman – City of Somerton
Arturo Durazo, Sr.- Sec/Treas – Cocopah Tribe, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Czarina Gallegos – Arizona Western College,

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

- 2. Transit Directors Report Shelly Kreger, Transit Director. No action required. Pg. 100 & 102
- 3. Transit Operations Report David Garcia, YCIPTA Transit Operations Manager. *No action is required.* **Pg. 110**
- 4. Brand Ambassador Report Kirt Manuel, YCIPTA Brand Ambassador. *No action required.* Pg. 117 & 119
- 5. Financial Report Adriana Ortiz, YCIPTA Accounting Clerk I. No action is required. Pg. 122 & 131

# SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

November 24, 2025

Discussion on board date because of November 24 (Thanksgiving week) and December 22 (Christmas week) Suggest combine the two on December 15<sup>th</sup>.

## ADJOURNMENT

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in a Regular Board Meeting session on Monday, August 25, 2025, at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ 85364. The Chair, Brian Golding Sr., called the meeting to order at 1:30 pm.

# **Members Present:**

Brian Golding, Sr./Quechan Indian Tribe/Chair Louie Galaviz/City of Somerton/Vice Chair Arturo Durazo/Cocopah Indian Tribe/Secretary/Treasurer Ian McGaughey/Yuma County Richard Marsh/Town of Welton – via telephone Czarina Gallegos/Arizona Western College

#### **Members Absent:**

Jay Simonton /City of Yuma Lizeth Servin/City of San Luis

# **Others Present:**

Shelly Kreger/YCIPTA/Transit Director David Garcia/YCIPTA/Transit Operations Manager Denis Aceves/YCIPTA/Clerk I Anabel Teran/RATP/General Manager Max Isbell/ RATP/Maintenance Manager

## **PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Mr. Durazo.

# **CALL TO THE PUBLIC**

No public present, no comments made.

No.1: Adopt the June 23, 2025, regular session minutes. Action required.

**Motion (McGaughey/Galaviz)**: To approve the item as presented.

Voice Vote: Motion carries, 5-0.

## **DISCUSSION & ACTION ITEMS:**

No.1: Discussion and or action regarding the Updated YCIPTA Procurement Policy. Action required.

Ms. Kreger presented the item as contained in the Member's packet.

Ms. Kreger noted that a redline version was added, and the original document was provided for reference. Ms. Kreger reported that purchase thresholds for competitive bids were updated from \$100,000 to \$250,000, noting the update was not yet complete throughout the document. Ms. Kreger requested approval of the procurement policy document.

Ms. Gallegos arrived at 1:35 pm.

Mr. Galaviz inquired for clarification on Section 2.19 Authority of Contract, asking if the threshold increased from \$100,000 to \$250,000.

Ms. Kreger clarified that the update pertains to procurement thresholds and that it does not represent an authority for the Transit Director.

**Motion (Galaviz/Durazo)**: To approve the item as presented.

**Voice Vote:** Motion carries,6-0.

No. 2: Discussion and or action regarding contract with Samsara/Swiftly to provide realtime information. No action required.

Mr. Garcia presented the item as contained in the Member's packet.

Mr. Garcia stated that the procurement of the real-time tracking platform has been completed.

Mr. Garcia noted there are two (2) different contracts, including one (1) with Samsara, which provides equipment for Global Positioning System (GPS) data and fleet vehicles.

Mr. Garcia stated that the second company under contract is Swiftly, a transit data platform provider that uses GPS data to create dashboards for tracking vehicle movement, on-time performance, and related metrics.

Mr. Garcia stated that they had a sixty (60)-day trial period with Samsara, which went very well.

Mr. Garcia noted that the GPS works with two Subscriber Identity Module (SIM) cards and will provide riders with real-time information on buses.

Mr. Garcia stated that there is a dedicated person who provides one-on-one support until the system is fully operational.

Mr. Garcia mentioned that the system could be operational by November or sooner, and that Mr. Garcia provided screenshots of the data received from the sixty (60) day free trial.

Mr. Garcia stated that the first-year implementation cost is approximately \$65,000, with ongoing costs of about \$45,000 for subsequent years. Mr. Garcia noted that the first year includes a one (1)-time implementation fee of approximately \$9,000 to \$10,000. The contract is for three (3) years, with a slight increase of 3 to 4% in the third year.

Mr. Galaviz asked for clarification regarding the implementation costs, specifically whether they were \$65,000 or \$45,000.

Ms. Kreger stated that since they have not yet received an invoice, the amounts provided are estimates.

Mr. Golding Sr. inquired whether real-time information would be available on Google Maps or posted on the website.

Mr. Garcia stated that while most people may be more comfortable using Google Maps, they

are prepared with Application Programming Interfaces (APIs), plug-ins, or links, and plan to have the information available on the website as well.

Mr. Golding Sr. then asked if the application would provide notifications as to when the next bus is arriving.

Mr. Garcia confirmed that the application will include this feature.

No action required, no action taken.

# No. 3: Discussion and or action regarding the new YCIPTA website. No action required.

Ms. Kreger stated that the current Yuma County Intergovernmental Public Transportation Authority website, created in 2012, is very difficult to navigate. Ms. Kreger noted that the National Rural Transit Assistance Program (NRTAP) provides a web builder tool, which Mr. Kirt Manuel is using to create a new website.

Ms. Kreger stated that using the NRTAP web builder tool would not incur any cost, noting that it saves the expense of hiring a company like MGM Design, which had quoted approximately \$10,000.

Mr. Garcia stated that the new website will have a clean and simple design, focusing on essential information such as bus locations and route schedules.

Mr. Galaviz asked who currently manages the website hosting.

Mr. Garcia stated that MGM Design currently manages the website hosting.

Mr. Golding Sr. inquired whether the same results would be available on both mobile and desktop devices.

Mr. Garcia explained that the new website is designed to be easily managed by almost anyone.

Mr. Garcia noted that the new website will be optimized for both desktop and smartphone displays.

Mr. Golding Sr. inquired about the progress on the tap and pay system.

Ms. Kreger stated that most riders currently carry cash and noted that surveys would need to be conducted to gather their feedback on the tap and pay system.

No action required, no action taken.

# No. 4: Discussion and or action regarding IT infrastructure. No action required.

Ms. Gallegos inquired how transitioning from a ".gov" to a ".org" domain might affect audits and internal controls, noting that .gov domains often have additional financial and auditing provisions.

Ms. Gallegos inquired if Ms. Kreger was aware of the risk factors associated with transitioning from a ".gov" to a ".org" domain.

Ms. Kreger stated not aware of the risk factors and noted that the audit team had not raised many questions regarding information technology (IT) services.

Mr. Galaviz commended Ms. Kreger for her efforts to explore IT upgrades, emphasizing their importance given the growing risks of hacking and cyber threats, and noted that no organization, regardless of its size, is too small to be targeted.

Mr. Garcia mentioned that Fruth Group manages its own hosting and had attempted to work around the ".gov" issue at the state level.

Mr. Garcia explained that they were told they could either "lease" or be granted permission to use a ".gov" domain.

Mr. Garcia also noted that Fruth Group provides quarterly cybersecurity training, including education, testing, and simulated phishing emails.

Mr. Galaviz inquired about how the system would operate with one (1) server instead of three (3), asking if the Fruth Group maintained a backup system, noting that most companies typically have two (2).

Mr. Garcia stated that the system is combined into one (1) server but partitioned into three (3) separate servers to address different needs, including the farebox, passenger counters, and Solutions reporting software.

Mr. Golding Sr. inquired about the status of the individual workstations and operating software, asking if they were relatively up to date.

Ms. Kreger stated that the computers are relatively up to date, with none older than four (4) years, and noted that there is a plan to replace them through the Surface Transportation Program (STP) grant.

No action required, no action taken.

No. 5: Discussion and or action regarding the FY2025 Triennial Review Findings Update. No action required.

Ms. Kreger reported that during the April meeting, the Triennial Review findings were presented, along with an update on the progress of closing out deficiencies.

Ms. Kreger noted that a list of satisfied and closed items was attached.

Ms. Kreger noted that a two (2) week extension was requested for three (3) items originally due on August 22nd, while the remaining items are due in September.

Ms. Kreger stated that there are currently five (5) open items.

Mr. Galaviz asked if the five (5) open items would be closed in September.

Ms. Kreger stated that it was correct, clarifying that after requesting a two (2)-week extension, three (3) items were due on August 22nd and the remaining items are due on September 22nd.

Mr. Galaviz inquired whether there were any outstanding items that Ms. Kreger might not be able to complete by the deadline.

Ms. Kreger stated that to close the three (3) outstanding items, Ms. Kreger needs to complete the corrective action plan, which is incorporated into the Disadvantaged Business Enterprise (DBE) Program Plan and also includes the Limited English Proficiency Title VI requirements.

Ms. Kreger explained that this is a single document encompassing all components, which Ms. Kreger is currently updating. Once completed, the document will be brought to the Board for approval.

Mr. Golding Sr. thanked Ms. Kreger for providing the updates.

No action required, no action taken.

No. 6: Discussion and or action regarding the contract with Kim Joyce & Associates (KJA). No action required.

Mr. McGaughey asked whether this was an annual commitment or a one-time trial for the year, noting that the year was nearly complete.

Ms. Kreger stated a one (1) year contract was signed between YCIPTA and Kim Joyce & Associates.

Mr. Golding Sr. asked if there had been any progress or direction with Kim Joyce & Associates.

Ms. Kreger stated that the discussions were moving in a positive direction. Ms. Kreger noted that Ms. Mandy Rossi, Junior Grant Specialist, Kim Joyce & Associates, and Ms. Kreger had several conversations about grant opportunities, but some were not directly applicable to YCIPTA, meaning YCIPTA could not utilize those particular grants.

Ms. Kreger mentioned that there had been a long period without communication. When contact was finally made with Ms. Kim Joyce, Founder & Chief Executive Officer (CEO), Kim Joyce & Associates, it was reported that the previous employees were no longer with the organization and that Ms. Joyce would handle all matters going forward.

Mr. McGaughey thanked Ms. Kreger for the update and expressed disappointment that the outcome was not as hoped.

No action required, no action taken.

## **PROGRESS REPORTS:**

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

Ms. Teran stated that, since there was no Board meeting last month, Ms. Teran included the July incidents in the report. Ms. Teran noted that there were two (2) at-fault accidents, with the most recent occurring on August 13th. In that incident, the driver made a slightly wide turn and made contact with the vehicle on the left.

Ms. Teran stated that it was the driver's second day driving alone, and that the driver resigned the following morning.

Ms. Teran stated that no routes have been canceled and that they are fully staffed. Ms. Teran noted that they will only need two (2) part-time drivers, as one (1) recently resigned.

Mr. Galaviz inquired about the requirements to work as a driver.

Ms. Teran stated that as long as applicants have a Commercial Driver's License (CDL), they are eligible, as drivers receive training once hired.

Ms. Teran stated that on August 8<sup>th</sup>, 2025, the Operations Manager resigned and that interviews are currently being scheduled.

No action required, no action taken.

# No. 2: Maintenance Report – Max Isbell, Maintenance Manager, RATP Dev. *No action is required.*

Mr. Isbell reported that on-time performance is currently at 95%, with a goal of reaching 100%.

Mr. Isbell stated that two (2) long-term vehicles remain out of service: bus 205 and bus 150.

Mr. Isbell stated that bus 205 requires a Heating, Ventilation, and Air Conditioning (HVAC) controller. Mr. Isbell noted that Thermo King visited and provided training to the technicians on how to use the software.

Mr. Isbell noted that bus 205 should be running in the next week or two (2).

Mr. Isbell stated that Bus 150 is an ARBOC vehicle requiring an Original Equipment Manufacturer (OEM) windshield gasket, noting that they are having difficulty locating the part.

Mr. Isbell stated that they have been reviewing the Exhaust Gas Recirculation (EGR) campaign. A company called Truck Work provided service by pumping a cleaning agent into the engine, which removed the soot buildup and reduced it to a usable level.

Mr. Isbell stated that they plan to run the buses for about six (6) months to a year to evaluate the results. Depending on the outcome, they may consider purchasing the machine, which could then be used as part of normal preventive maintenance for the emissions system.

Mr. Golding Sr. inquired whether the purchase of the cleaning equipment would only be necessary

No action required, no action taken.

# No. 3: Transit Directors Report - Shelly Kreger, Transit Director. No action required.

Ms. Kreger presented the item as contained in the Member's packet.

Ms. Gallegos inquired about how the routes are reviewed and evaluated, as well as how often this process occurs.

Ms. Kreger stated that a committee of three (3) people is responsible for reviewing the routes. Ms. Kreger explained that this review typically occurs annually; however, it has not been conducted recently since no major changes have been made.

Ms. Kreger stated that they could reconvene the committee to review the routes and noted that Ms. Kreger could schedule a meeting if desired.

Ms. Gallegos inquired how feedback is collected from riders regarding additional or alternative routes, and asked whether riders are contacted directly or submit feedback through a survey.

Ms. Kreger stated that surveys are available on the website for riders to complete. Ms. Kreger also noted that comment cards are available on the buses, which drivers collect and return for review.

Ms. Gallegos inquired how often the completed surveys are reviewed and whether Ms. Kreger reports the results back to the Board members.

Ms. Kreger stated that once the surveys are submitted or returned to the office, Ms. Carol Perez logs the responses into the data system.

Ms. Kreger stated that if Board Members wish, Ms. Kreger can include the survey results in the packet.

No action required, no action taken.

# No. 4: Transit Operations Report – David Garcia, YCIPTA Transit Operations Manager. *No action is required.*

Mr. Garcia presented the item as contained in the Member's packet.

Mr. Garcia stated that Mr. Garcia and Ms. Perez attended the Southwest Transit Association (SWTA) training. Mr. Garcia noted that the training offered a variety of classes and sessions, as well as networking opportunities.

Mr. Galaviz noted that ridership is increasing, which is positive. Mr. Galaviz inquired about the strategies being used to market to new residents in Yuma and Somerton County, given the growth in those areas.

Mr. Garcia stated that with the new Swiftly program in place, they plan to use Facebook more as an advertising platform rather than solely to update residents about delayed routes.

Mr. Golding Sr. suggested potential recruiting resources, such as collaborating with housing authorities or property managers.

Mr. Golding Sr. suggested distributing flyers in these locations to inform people about new technology and services.

Mr. Garcia stated that this is something to look into further.

No action required, no action taken.

# No.5: Brand Ambassador Report – Kirt Manuel, YCIPTA Brand Ambassador. *No action required.*

Mr. Garcia presented the item on Mr. Manuel's behalf.

Mr. Garcia mentioned that after the report was made, Mr. Manuel had sold some spots to Chapman Automotive Group Yuma and Arizona@Work. He stated that, as of now, inventory is at 91% occupancy, noting that performance is better than ever.

Mr. Galaviz inquired whether investing in the bus shelters would be possible using advertising revenue or if it is strictly up to the municipalities to install and maintain those shelters.

Ms. Kreger stated that in the past, they would meet with the municipality or the requesting party regarding bus shelters. She noted that a few shelters were funded through grants and mentioned that, in the future, they hope to coordinate with municipalities to share the cost, as the price of shelters has increased from \$16,000 to \$28,000.

Mr. Galaviz inquired whether this topic had been discussed with Kim Joyce & Associates regarding potential funding opportunities.

Ms. Kreger stated that funding is available for the shelters, but they currently lack the required matching funds. Ms. Kreger explained that a large capital grant could be used to purchase the shelters, but YCIPTA would need assistance to provide the 20% match.

Ms. Kreger stated that if the match is provided, they would coordinate with the Cities' Public Works Department to assist with installation, which would reduce costs for both YCIPTA and the City to approximately \$8,000 per shelter.

Mr. Galaviz suggested that Ms. Kreger bring this topic up at the next meeting with the City so that the council and the Mayor can be made aware.

No action required, no action taken.

# No.6: Financial Report – Shelly Kreger, YCIPTA Transit Director. No action is required.

Ms. Kreger presented the item as contained in the Member's packet.

Mr. Galaviz inquired why Ms. Kreger thought that the Greyhound commission was running lower than usual.

Ms. Kreger stated that the Greyhound commission was lower than usual because passengers are purchasing their tickets online.

Mr. McGaughey inquired about the progress and status, reimbursement, and payment with the Arizona Department of Transportation (ADOT).

Ms. Kreger stated that, although reports have been submitted on time, ADOT has still been slow to respond. Overall, however, Ms. Kreger noted that there has been improvement.

No action required, no action needed.

# SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

September 22 2025

There being no further business to come before the Authority in regular session, the meeting was adjourned at 2:47 pm.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this	, 2025, Agenda Item
Denis Aceves, Board Secretary	



# **Yuma County Intergovernmental Public Transportation Authority**

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

October 20, 2025

Discussion and Action Item 1

To: Yuma County Intergovernmental Public Transportation Authority Board

of Directors

From: Shelly Kreger, Transit Director

Subject: Discussion and or action regarding Amendment No 5 Commute with

Enterprise Independent Contractor Agreement for the Vanpool Program.

<u>Requested Action:</u> Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve Amendment No 5 Commute with Enterprise Independent Contractor Agreement for the Vanpool Program.

<u>Background and Summary:</u> The Independent Contractor Agreement between Commute with Enterprise was entered into on July 1, 2020 with a contract term for up to fine (5), one (1) year extensions through June 30, 2026.

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 vehicles 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.

The subsidy allows for up to 35 vans, recently it has been at 34.

<u>Financial Impacts:</u> \$10,500 per month for 35 vanpools. Increases YCIPTA STIC funding.

<u>Recommended Motion:</u> Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve Amendment No 5 Commute with Enterprise Independent Contractor Agreement for the Vanpool Program.

Legal Counsel Review: N/A

Attachments: Amendment No.5 and Original Commute contract.

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

Approved for submission:

Shelly Kreger, Transit Director

# AMENDMENT No. 5 YCIPTA/COMMUTE WITH ENTERPRISE INDEPENDENT CONTRACTOR AGREEMENT

It is hereby agreed by and between the YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY] ("Agency") and ENTERPRISE LEASING COMPANY OF PHOENIX, LLC d/b/a Commute with Enterprise] ("Enterprise"), that the VANPOOL PROGRAM between them originally dated as of July 1, 2020 as amended to date, (the "Agreement") is hereby amended as follows:

WHEREAS, the current Agreement term is set to expire on June 30, 2025.

WHEREAS, Enterprise and Agency wish to extend the Agreement as set forth herein;

Now, therefore, effective July 1, 2025 ("Effective Date"), Enterprise and Agency agree to amend the Agreement as follows:

- 1. **Agreement Term.** The Parties agree to extend the Agreement for 1 year, meaning the Agreement is extended until June 30, 2026.
- 2. Except as specifically stated in this Amendment all other terms and conditions of the Agreement remain the same.
- 3. This Amendment together with the Agreement (and any exhibits, attachments, addenda, amendments and supplements thereto) shall be binding upon each of the parties hereto. In the event of a conflict between the terms and conditions hereof, and the terms and conditions of the Agreement, the terms and conditions hereof shall govern.

In **Witness Whereof** a duly authorized representative of each party has executed this Amendment as of the Effective Date.

Yuma County Intergovernmental Public Transportation Authority	Enterprise
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:

# 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 ("<u>YCAT</u>");

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, ultra-hazardous 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 operating 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 skreger@ycipta.az.gov

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: becky.stull@ehi.com

# 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

Shuzern	
By: Shelly Kreger	By:
Its: Transit Director	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 operating 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 low-income 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:

- o Conducting driving record checks through appropriate state authority for all drivers.
- o Orientation and driver education and training for vanpool starts.
- o 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.
- o Provision of insurance for all vanpool vehicles according to the requirements specified herein.
- o Invoicing of monthly costs to individual vanpools and/or employers; and invoicing to YCIPTA for approved subsidy costs.
- o Record keeping of all maintenance, vehicle-related equipment and vehicle repairs.
- o 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.
- o National Transit Database (NTD) reporting to the Federal Transit Administration reviewed and approved by YCIPTA.
- o 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.
- o 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.

Safety, Accidents and Incidents - 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 (<a href="www.ntdprogram.gov/ntdprogram/">www.ntdprogram.gov/ntdprogram/</a>).

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, officers, 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 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.

<u>Property Damage</u> - 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.

Accidents/Incidents Notification Requirement and Process - 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.

Work Plans and Task Requests - 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.

Quarterly Review Process - 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.

Status Reports - 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. 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.

Accidents/Incidents Notification Requirement and Process – 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.

<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 transit- controlled 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

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.
- 2 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.
- 3. Contractor's rates during the Term of the Agreement are as follows:

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

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 operating 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. Flv America.** (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.** Charter Bus Requirements. 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. School Bus Requirements. 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.** Cargo Preference (use of U. S. flag vessel). 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.** Clean Water. (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.** Clean Air. (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.** Recycled Products. 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.** <u>Lobbying.</u> (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.** Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference 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. No Obligation by the Federal Government. (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. Program Fraud and False or Fraudulent Statements or Related. (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. Privacy Act. 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.** Civil Rights. The following requirements apply to the underlying Agreement:
  - **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.** Transit Employee Protective Agreements. (1) The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, 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) <a href="Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5311 in Nonurbanized Areas">S 5311 in Nonurbanized Areas</a>: 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. <u>Disadvantaged Business Enterprise (DBE)</u>

- (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. State and Local Law Disclaimer. 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. <u>Drug and Alcohol Testing</u>. 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) Overtime Requirements. 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 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) Withholding for Unpaid Wages and Liquidated Damages. 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.
  - ii) 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.
  - iii) 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.

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

Justan

By: Krin M Coupe,

ts: Vice Bres. Int / General man



# Yuma County Intergovernmental Public Transportation Authority

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

October 20, 2025

Discussion and Action Item 2

To: Yuma County Intergovernmental Public Transportation Authority

**Board of Directors** 

From: Shelly Kreger, Transit Director

Subject: Discussion and or action regarding the Disadvantaged Business

Enterprise (DBE) Program Plan

<u>Requested Action:</u> Staff is recommending that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the DBE Program Plan.

<u>Background and Summary:</u> Attached to this staff report is the Yuma County Intergovernmental Transportation Authority (YCIPTA) DBE Program Plandocument.

During the FY2023-2025 Federal Transit Administration (FTA) Triennial Review the consultants stated that there needed to be a documented process for implementing accurate reporting of DBE reports in TrAMS. This resulted in a finding.

Attached to this staff report is the Updated YCIPTA DBE Program Plan that includes Attachment C that correctly describes the process for submitting DBE reports in TrAMS. Once approved, the FTA will be notified, and the finding will be cleared.

Financial Impacts: N/A

Budgeted: N/A

<u>Recommended Motion:</u> Staff is recommending that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the FY 2023-2025 DBE Program Plan.

Legal Counsel Review: No

\_\_\_\_\_

<u>Attachments:</u> Yuma County Intergovernmental Public Transportation Authority FY2023-2025 Disadvantaged Business Enterprise Program Plan

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

Approved for submission:





# Disadvantaged Business Enterprise Program Plan (DBE)

# For Projects Funded Through the Federal Transit Administration (FTA) Program FY 2023-2024 & 2024-2025

Prepared by: Yuma County Intergovernmental Public Transportation Authority

Approved by YCIPTA Board of Directors on May 27, 2025 Updated October 27, 2025

# YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY UNITED STATES DEPARTMENT OF TRANSPORTATION DBE PROGRAM – 49 C.F.R. PART 26

#### **POLICY STATEMENT**

# **Objectives/Policy Statement**

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. YCIPTA receives federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, YCIPTA has signed an assurance that it will comply with 49 CFR Part 26.

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

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

For YCIPTA, the Finance Manager has been delegated as the DBE Liaison Officer. In that capacity, the Finance Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by YCIPTA in its financial assistance agreements with the Department of Transportation as it relates to the Federal Transit Administration (FTA) Section 5307 program.

YCIPTA has disseminated this policy statement to all of the relative components of our organization. We have distributed this statement to DBE and non-DBE business

communities that perform, or are anticipated to perform work for our organizations on DOT assisted contracts. This distribution is accomplished through:

- 1. Adoption of the program by YCIPTA.
- 2. Publication available to all interested parties via YCIPTA's website
- 3. Inclusion in all relative competitive bid documents.

Preson	
$\rho$	03/27/23
YCIPTA Transit Director	Date

#### **GENERAL REQUIREMENTS**

## **Objectives**

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

# **Applicability**

YCIPTA are the recipients of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of TEA-21, Pub. L. 105-178 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of SAFETEA-LU, Pub. L. 105-178.

#### **Definitions**

YCIPTA will adopt the definitions contained in Section 26.5 for this program.

#### **Non-Discrimination Requirements**

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

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

# **Record Keeping Requirements**

Reporting to DOT:

YCIPTA will report DBE participation to DOT as follows:

YCIPTA will report DBE participation as required under 49 C.F.R. Part 26 for each entity. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

#### Bidders List:

YCIPTA will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder list will

include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

YCIPTA will collect this information in the following ways: requiring prime bidders to report the names/addresses and other pertinent data, of all firms who provide quotes to them for sub-contracts, providing notices in solicitations and posting them on YCIPTA website.

# **Federal Financial Assistance Agreement**

YCIPTA have signed the following assurances, applicable to all DOT-assisted contracts and their administration:

#### Assurance:

YCIPTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. YCIPTA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts.

The YCIPTA DBE Programs, as required by 49 CFR part 26 and as approved by DOT, are incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

Upon notification to YCIPTA of its failure to carry out their approved programs, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

#### **Contract Assurance:**

YCIPTA will ensure that the following clause is placed in every DOT-assisted contract and sub-contract:

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

#### ADMINISTRATIVE REQUIREMENTS

## **DBE Program Updates**

Since YCIPTA may receive \$250,000 or more in federal funds per fiscal year, YCIPTA will carry out this program until all funds from DOT financial assistance have been expended. YCIPTA will update their respective DBE Programs as required under 49 C.F.R. Part 26.

## **Policy Statement**

The Policy Statement is shown at the beginning of this document.

## **DBE Liaison Officer (DBELO)**

YCIPTA has designated the following individual as the DBE Liaison Officer:

Finance Manager
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85365
928-539-7076 ext 237
www.ycat.az.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that YCIPTA complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Transit Director of YCIPTA concerning DBE program matters.

An organization chart displaying the DBELO's position in the organization is found in Attachment A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has sole responsibility for administration of the program. The duties and responsibilities include the following:

- Gathers and reports statistical data and other information as required by DOT.
- 2. Reviews third party contracts and purchase requisitions for compliance with this program.
- 3. Works with all components within YCIPTA to set overall annual goals.
- 4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.

- 5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
- 6. Analyzes YCIPTA 's progress toward attainment and identifies ways to improve progress.
- 7. Participates in pre-bid meetings.
- 8. Advises the Transit Director of YCIPTA on DBE matters and achievement.
- 9. Participates in pre-bid meetings.
- 10. Provides DBEs with information and assistance in preparing bids.
- 11. Plans and participates in DBE training seminars.
- 12. Acts as liaison to the Uniform Certification Process in Arizona.
- 13. Provides outreach to DBEs and community organizations to advise them of contracting opportunities.
- 14. Maintains YCIPTA 's updated directory on certified DBEs that bid on federally funded projects.

#### **DBE Financial Institutions**

It is the policy of YCIPTA 's to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions: research the credit unions and commercials banks in the community through on site visits and website reviews.

To date we have identified the following such institutions: None

# **Prompt Payment Mechanisms**

YCIPTA will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from YCIPTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of YCIPTA. This clause applies to both DBE and non-DBE subcontracts.

Any failure to comply with this section by the prime contractor shall be considered as a breach of the contract, subject to the provisions of the agreement. In addition, the prime contractor will not be reimbursed for work performed by subcontractors unless

and until the prime contractors ensures that the subcontractors are promptly paid for the work that they have performed.

# **Directory**

The Arizona Department of Transportation (ADOT) maintains a directory identifying all firms eligible to participate as DBEs in the State of Arizona. The directory lists each firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. ADOT regularly maintains the Directory and makes it available online at <a href="http://www.azdot.gov/azdbe/DBE">http://www.azdot.gov/azdbe/DBE</a> search.aspx.

Further information about Arizona's Uniform Certification Program may be found at <a href="http://www.azdot.gov/azdbe/index.asp">http://www.azdot.gov/azdbe/index.asp</a>.

#### Overconcentration

YCIPTA has not identified that overconcentration exists in the types of work that DBEs perform.

# **Business Development Programs**

YCIPTA has not established business development programs.

#### **Monitoring and Enforcement Mechanisms**

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

YCIPTA will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

YCIPTA will consider similar action under their respective legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available in the event of non-compliance with the DBE regulation by a participant in procurement activities.

YCIPTA will provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished via a reporting mechanism.

YCIPTA will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

## **Small Business Participation**

YCIPTA has incorporated the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted public projects by small businesses (both DBEs and non-DBE small businesses):

- Vendor searches completed at local level using grass root groups to ensure adequate
- advertisement of opportunity;
- Use of Small Business Center for identification of small business and advertisement
- opportunity;
- Continuous evaluation of contract requirement to minimize and remove unnecessary and unjustified requirements;
- Encouraging bidders on large contracts to identify and create provisions within subcontracts appropriate for small business participation;
- Development of acquisition strategies and structuring procurements to facilitate bids by and awards to small business consortia or joint ventures; and
- Letting prime contract of a size that small businesses can reasonably compete for and
- perform.

#### **GOALS, GOOD FAITH EFFORTS, AND COUNTING**

#### **Set-asides or Quotas**

YCIPTA does not use quotas in any way in the administration of this DBE program.

#### **Overall Goals**

In accordance with Section 26.45, YCIPTA's overall goal for the following time period of 2023-2025 is .70%. Of the Federal financial assistance we will expend in DOT-assisted contracts, exclusive of FTA funds to be used for the purchase of transit vehicles, .70% of funds will be targeted to DBE/SBE. \$14,539,261 is the dollar amount of DOT-assisted contracts that YCIPTA expects to award during FFY2023-2025. This means that YCIPTA has set a goal of expending \$101,774.83 with DBEs during this fiscal year/project.

In accordance with Section 26.45(f), YCIPTA will submit their overall goals to DOT on August 1 of each year. Before establishing the overall goal each year, YCIPTA will consult with the local Chambers of Commerce, Arizona Department of Transportation, Yuma Metropolitan Planning Organization and the Greater Yuma Economic Development Council to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for

DBEs, and YCIPTA 's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, YCIPTA will publish a notice of the proposed overall goals, informing the public that the proposed goals and their rational are available for inspection during normal business hours at their offices for 30 days following the date of the notice, and informing the public that comments will be accepted on the goals for 45 days from the date of the notice. The notice will be available on YCIPTA or YMPO's website and a local newspaper of general circulation. YCIPTA will issue their respective notices by June 1 of each year. These notices must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

YCIPTA overall goal submission to DOT will include a summary of information and comments received during this public participation process and responses.

YCIPTA will begin using our overall goal on October 1 of each year, unless YCIPTA have received other instructions from DOT. If YCIPTA establish goals on a project basis, YCIPTA will begin using the goal by the time of the first solicitation for a DOT-assisted contract for the project.

# Methodology used to Calculate Overall Goal

Pursuant to Section 49 CFR Part 26, YCIPTA present the following information as it relates to the development of YCIPTA methodology for adopting a DBE contracting goal for FFY 2017 for contracts funded through the Federal Transit Administration (FTA).

STEP 1: Determination of Base Figure for the Relative Availability of DBE Firms

**Determination of Relevant Geographical Market Area** 

To establish the Base Figure of the relative availability of DBEs in relation to all comparable firms available for the FFY 2017 DOT-assisted contracting program, both Census Bureau data and the ADOT DBE Directory were used (filtered to represent only DBE firms within the relevant geographical market area), as follows:

For the numerator: Arizona Department of Transportation (ADOT) DBE Directory For the denominator: Census Bureau's Business Pattern Database (CBBP).

To derive the Base Figure for the relative availability of DBEs, the number of DBEs available in the ADOT DBE Directory (by NAICS Code), is divided by the number of all comparable CBBP firms (by NAICS Code) available. This ratio is multiplied by the projected FFY 2017 expenditures (by NAICS Code proportions). The resulting ratios are then summed. Application of this formula yields the following baseline information:

49 C.F.R. Part 26 requires that YCIPTA set goals consistent with its own contracting circumstances. To calculate availability, the relevant geographical market area must first

be determined to set overall goals based on demonstrable evidence of the relative availability of ready, willing, and able DBEs. The relevant geographical market area is the area in which the substantial majority of the contractors and subcontractors with which YCIPTA does business with are located and the area in which YCITPA spends the majority of contracting dollars.

Unique factors affecting the development of the DBE Goal for FY 2023-2025 include:

- 1. Recognition and local knowledge that as a small urban turnkey transit system, the majority of the FTA 5307 funds have been used over the years for direct operating costs in turn key contracts for which limited opportunities exist for DBE participation.
- 2. Recognition and local knowledge that there is limited DBE participation in the immediate geographic area, According to the ADOT DBE Database, there are only 8 registered DBE firms in all NAICS categories within Yuma County, which presents a significant limitation on YCIPTA opportunities to contract with DBE firms. Consequently, the relevant market area, for the purposes of this analysis, includes all of the State of Arizona to cast the broadest net possible for inclusion of DBE firms in YCIPTA contracting opportunities. The vast majority of DBE firms in the State of Arizona are in Maricopa County, which includes the Phoenix urbanized area, and Pima County, which includes the Tucson urbanized area.
- 3. The DBE firms certified by the Arizona Unified Certification Program with the most appropriate NAICS classification code (485113 Bus and motor vehicle transit systems) are generally charter services who are not ready, willing, or able to bid on public fixed route contracts of this size and complexity.
- 4. There may exist opportunities for the prime contractor (currently National Express Transit) to utilize outside firms to provide necessary materials, supplies, and services under the prime transit operations and maintenance contract. As a prime contractor, the agreement with National Express Transit requires that good faith efforts be made to sub-contract for materials and supplies for vehicle maintenance.

# STEP 2: Adjustment to the Base DBE Relative Availability Figure

Adjustments to the base figure goal may be necessary and justified for a variety of reasons including: lower or higher than expected past participation by DBE firms or additional evidence from disparity studies. Unfortunately, very little data of this sort is currently available to YCIPTA. In past years, FTA funds were spent solely on turnkey operations contracts where there was very limited DBE availability. In addition, no comprehensive disparity study has been or is likely to be conducted in Yuma County.

Consequently, given all of the historic and current data available to YCIPTA and consideration of alternative methodologies for assessing the relative availability of DBE firms, YCIPTA have concluded that there is no reasonable basis upon which to adjust the Step 1 Base Goal of .70 percent.

# **Goal Setting and Accountability**

In accordance with Section 26.47, If the awards and commitments shown on YCIPTA Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

- 1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
- 2. Establish specific steps and milestones to correct the problems identified in the analysis

# **Transit Vehicle Manufacturers (TVM) Goals**

YCIPTA will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle for YCIPTA procurements, to certify that it has complied with the requirements of this section. Alternatively, YCIPTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

YCIPTA is also to report TVM purchase information to FTA within 30 days of making an award. <a href="https://www.surveymonkey.com/r/vehicleawardreportsurvey">https://www.surveymonkey.com/r/vehicleawardreportsurvey</a>

# **Public Participation**

YCIPTA will publish a notice of the proposed overall goals, informing the public that the proposed goal and YCIPTA's rational are available for inspection during normal business hours at our main office in Yuma for 30 days following the date of the notice, and informing the public that YCIPTA and DOT will accept comments on the goals for 45 days from the date of the notice. The public notice will be published in the local newspaper as well as distributed to available minority-focus media and posted on our website. Normally, we will issue this notice by July 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. The goal will be adopted after a public hearing in August.

Our overall goal submission to DOT will include: the proposed goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the DBE Program Plan; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed above.

We will begin using our overall goal on October 1 of the specified year, unless we have

received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Our goal will remain effective for the duration of the three-year period established and approved by FTA.

# **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

YCIPTA are entities located within the Yuma small urbanized area with the majority of their FTA funding used for transit operating and maintenance purposes. YCIPTA will meet the maximum feasible portion of their overall DBE goals by using race-neutral means as required in Section 26.51(a). Planned outreach efforts by YCIPTA are all race/gender neutral, and it is anticipated that YCIPTA will accomplish their DBE goals solely through race/gender neutral means.

YCIPTA will use the following race neutral means to increase DBE participation:

Arranging solicitations, times for the presentations of bids, quantities, specifications and delivery schedules in a manner that facilitate DBE and other small businesses participation, such as unbundling large contracts to make them more accessible and encouraging prime contractors to sub-contract portions of the work effort.

Minimizing bonding requirements while exercising due diligence with public resources.

Providing technical assistance as requested.

Providing information and printed materials in a bilingual format upon request.

Coordinating with resource agencies such as workforce development, small business alliance, chambers of commerce and economic development centers.

In addition, YCIPTA will provide links on their respective web sites to the online training and information resources available from the ADOT Supportive Services Program. The ADOT Supportive Services office provides numerous opportunities for DBE-certified and DBE-eligible firms to learn about contracting opportunities at the state and local levels, and organizes conferences, networking events, presentations, special programs, training, and workshops. Information on these programs is located at

http://www.adotdbe.com/programs or http://azdot.gov/Inside\_ADOT/CRO/DBEP\_SS.asp .

#### **Contract Goals**

YCIPTA may use contract goals to meet any portion of the overall goal that YCIPTA do not forecast being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the overall goal that is not forecast to be met through the use of race-neutral means.

YCIPTA may establish contract goals on DOT-assisted contracts that have subcontracting possibilities. YCIPTA need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each contract, such as the type and location of work and availability of DBEs to perform the particular type of work.

When contract goals are established, YCIPTA will express contract goals as a percentage of total amount of federal funding in a DOT-assisted contract.

#### **Good Faith Efforts Procedures**

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

The obligation of the bidder/offeror is to make good faith efforts to recruit DBE sub-contractors or sub-consultants for federally funded proposals. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are shown in Appendix A to 49 CFR Part 26.

YCIPTA will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before authorizing the bidder/offeror to proceed with the scope of work.

YCIPTA treat bidder/offers' compliance with the good faith effort requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

- 1. The names and addresses of DBE firms that will participate in the contract;
- 2. A description of the work that each DBE will perform;
- 3. The dollar amount of the participation of each DBE firm participating;
- 4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- 6. If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration (26.53(d))

Within 10 days of being informed by YCIPTA that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration.

Bidder/offerors should make this request in writing to the following reconsideration official:

Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85365
928-539-7076 ext 2101
www.ycat.az.gov

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts When a DBE is replaced on a Contract (26.53(f))

YCIPTA will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, YCIPTA will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of YCIPTA] to

practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of \_\_\_\_\_ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

# **Counting DBE Participation**

YCIPTA will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

#### **CERTIFICATION STANDARDS**

#### **Certification Process**

YCIPTA will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Arizona Department of Transportation Civil Rights Office 1135 N. 22nd Ave. 2nd Floor Phoenix, AZ 85009 (602) 712-7761 http://www.adotdbe.com/ City of Phoenix Equal Opportunity Department Business Relations Division 251 W. Washington St. 7th Floor Phoenix, AZ 85003 (602) 262-6790 or (602) 534-1557/TTY

City of Tucson Equal Opportunity Office 201 North Stone Avenue, 3rd Floor North P.O. Box 27210 Tucson, AZ 85726-7210 (520) 791-4593

#### **CERTIFICATION PROCEDURES**

## **Unified Certification Programs**

YCIPTA has adopted the Arizona Unified Certification Program (AUCP) administered by the Certifying agencies of the AUCP. The AUCP meets all of the requirements of this section. The following is a description of the AUCP, which can be found at <a href="http://www.azdot.gov/azdbe/DBE">http://www.azdot.gov/azdbe/DBE</a> search.aspx:

The DBE program is intended to remedy past and current discrimination against disadvantaged businesses. It ensures a "level playing field" and fosters equal opportunity in all Department of Transportation assisted contracts that include highway, transit and airport programs.

The Arizona UCP has been established to facilitate statewide DBE certification. The UCP eliminates the need for DBE applicant businesses to obtain certification from multiple agencies, and provides reciprocity within Arizona. The Arizona Department of Transportation, City of Phoenix, and the City of Tucson are members of the Arizona UCP. The official UCP DBE database includes DBE firms certified by these three agencies. Bidders who are meeting goals on FAA and FTA contracts being let by other in-state entities can only use the DBEs certified by the Arizona UCP.

#### **Procedures for Certification Decisions**

Re-certifications 26.83(a) & (c)

YCIPTA will review the eligibility of DBEs, to make sure that they will meet the standards of Subpart E of Part 26. YCIPTA will complete this review no later than five years from the most recent certification date of each firm.

For firms that YCIPTA have reviewed and found eligible under 49 C.F.R. Part 26, we will again review their eligibility every five years. These reviews will include the following components: filing out a new application, performing on site visits in YCIPTA local area, and reviewing work history, qualifications and equipment of the firm.

"No Change" Affidavits and Notices of Change (26.83(j))

To the extent as required by the AUCP, YCIPTA require all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the AUCP's application for certification.

YCIPTA also requires all owners of all DBEs to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to YCIPTA under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed \$16.6 million.

YCIPTA require DBEs to submit with this affidavit documentation of the firm's size and gross receipts.

YCIPTA will notify all currently certified DBE firms of these obligations. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all regulatory requirements of Part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a Part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

## **Denials of Initial Requests for Certification**

If the AUCP denies a firm's application or decertify it, it may not reapply until 12 months have passed from the action.

# Removal of a DBE's Eligibility

In the event the AUCP proposes to remove a DBE's certification, YCIPTA will follow procedures consistent with 49 C.F.R., Section 26.87.

#### **Interstate Certification**

When ADOT receives a DBE application from a company certified in another state, ADOT may, at its discretion certify that company without further procedures. If an out of state company wants to obtain certification in this manner, the firm must provide to ADOT a copy of its certification notice from the home state. ADOT would be responsible for verifying the validity of the out of state certification.

If ADOT chooses not to accept certification based on the home state evaluation, the applicant firm must provide a complete copy of the application form, all supporting documents and any other information that needs to be submitted. Once ADOT receives all of the necessary information ADOT must request a copy of the home state onsite report within 7 days of receipt of the application.

If ADOT agrees with the home state determination, ADOT must send the applicant firm a notice that it is certified and place the firm on the AZUCP directory of DBE certified

firms within 60 days from the date on which ADOT received all the requested information.

If ADOT has good reason and does not agree with the determination of the home state ADOT must send a notification to the applicant company within 60 days stating the reasons why ADOT is denying certification. This notice must state with particularity the specific reasons why ADOT believes that the firm does not meet the DBE requirements and must offer the applicant firm an opportunity to respond to ADOT with respect to the reasons.

If the applicant firm elects to request an in-person meeting with ADOT's decision maker to discuss ADOT's objections to the firm's eligibility, ADOT must schedule the meeting to take place within 30 days of receiving the firm's request. ADOT must issue a written decision within 30 days of the receipt of the written response from the applicant firm or the meeting with the decision maker, whichever is later. The firm's application for certification is stayed pending the outcome of this process. A decision may be appealed to the Departmental Office of Civil Rights.

When ADOT denies a firm's application, rejects the application of a firm certified in another state, or decertifies a firm, ADOT must make an entry in the Department of Transportation Office of Civil Rights (DOCR's) Ineligibility Determination Online Database. The following information must be submitted:

- 1. The name of the firm
- 2. The name of the firm's owner (s)
- 3. The type and date of this action
- 4. The reason for the action

ADOT must check the website at least once every month to determine whether any firm that is applying for certification by ADOT, or that ADOT has already certified, is in the database. For any such firm that is in the database, ADOT must promptly request a copy of the listed decision from the UCP that made it. If ADOT receives such a request, ADOT will provide a copy of the decision within 7 days of receiving the request. Notwithstanding any provision of Federal or state law, ADOT must not release any information that may reasonably be construed as confidential business information. This includes application for DBE certification and supporting information. However, ADOT must transmit this information to DOT in any certification appeal proceeding or to any other state to which the individual's firm has applied for certification.

#### **Certification Appeals**

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

U.S. Department of Transportation Departmental Office of Civil Rights 1200 New Jersey Avenue SE. Washington, DC 20590-0001 YCIPTA will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for DOT-assisted contracting.

Appeals must be sent to the Department of Transportation within 90 days of the date of YCIPTA's final decision.

## **COMPLIANCE AND ENFORCEMENT**

# Information, Confidentiality, Cooperation

YCIPTA will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, YCIPTA will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

# **Monitoring Payments to DBEs**

YCIPTA will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of YCIPTA or DOT. This reporting requirement also extends to any certified DBE sub-contractor.

YCIPTA will perform interim audits of contract payments to DBEs. The audit will review payments to DBE sub-contractors to ensure that the actual amount paid to DBE sub-contractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

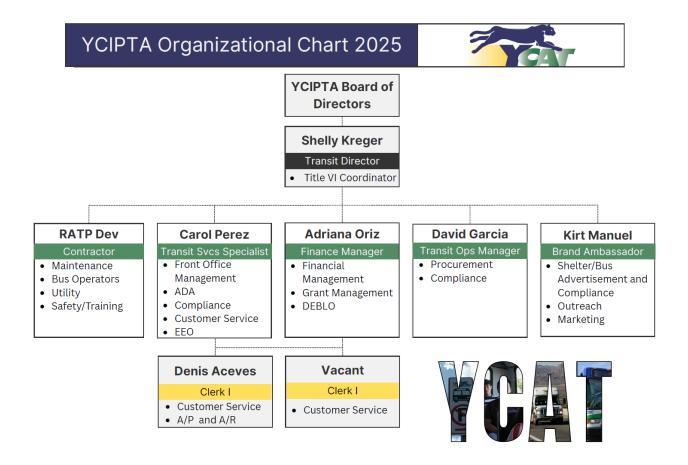
#### **ATTACHMENTS**

Attachment A - Organizational Chart

Attachment B - Monitoring and Enforcement Mechanisms

Attachment C - Attachment C - Step-by-Step Process for completing the Uniform Report of DBE commitments/awards and Payments

# ATTACHMENT A ORGANIZATIONAL CHART



The Finance Manager has direct access to the Transit Director as the DBELO Officer for YCIPTA.

# ATTACHMENT B MONITORING AND ENFORCEMENT MECHANISMS

YCIPTA have available several remedies to enforce the DBE requirements contained in its contracts, including, but are not limited to, the following:

- 1. Breach of contract action, pursuant to the terms of the contract
- 2. Breach of contract action pursuant to Arizona Revised Statutes 44-101
- 3. Any other enforcement mechanism in law or equity allowable in Arizona.

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

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

# ATTACHMENT C - STEP-BY-STEP PROCESS FOR COMPLETING THE UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS

The following information and steps describe the process Yuma County Intergovernmental Public Transportation Authority (YCIPTA) undertakes to develop the U.S. Department of Transportation (USDOT) Uniform Report, which is due semi-annually to the Federal Transit Administration (FTA). This process steps required to ensure data is properly collected, analyzed, and saved, and due dates to ensure the timely submittal of the Uniform Report to the FTA. A Schedule for preparing the Uniform Report is included.

#### **Background Information and Resources**

#### **Reporting Periods**

- October 1st through March 31<sup>st</sup>
  - For Direct FTA recipient funds, submit the Uniform Report electronically via the TrAMS system no later than June 1st.
  - For sub-recipient FTA funds, submit hard copy Uniform Reports for the reporting period to the Financial Services Operations Manager no later than mid-May. Submit electronically via the TrAMS system no later than June 1<sup>st</sup>.
- April 1<sup>st</sup> through September 30<sup>th</sup>
  - For Direct FTA recipient funds, submit the Uniform Report electronically via the TrAMS system no later than December 1st.
  - For sub-recipient FTA funds, submit hard copy Uniform Reports for the reporting period to the Financial Services Operations Manager no later than mid-November. Submit electronically via the TrAMS system no later than December 1<sup>st</sup>.

#### Electronically Submitted Reports via the TrAMS System

- FTA Grants
  - Including but not limited to:
    - FTA 5307
    - FTA 5339
  - The first Uniform Report is for 10/1 to 3/31 and must be submitted via the TrAMS System by June 1st
  - The second Uniform Report is for 4/1 to 9/30 and must be submitted via the TrAMS
     System by December 1st
  - These funds are to be reported together and submitted via the TrAMS System

#### **Additional Information**

• Primes and Subs can be counted for each Contract they are on.

#### YCIPTA Process to Complete Uniform Report of DBE Commitments/Awards and Payments

# Step 1: Download New Excel File for the Reporting Period (Begin 5/1 for first reporting period and 11/1 for second reporting period)

- Use Quick Books Memorized Report- Financial Services Operational Mngr-DBE Report 5307 Class
- Run report for DBE reporting period First Period (10/1-3/31) or Second Period (4/1-9/30)
- Download report into an excel file and save in the S drive File folder Financial Services Mgr DBE Reporting, FY of the DBE report.
- If it is a new FY make a file folder for the new fiscal year and save the excel sheet according to fiscal year reporting.

#### Step 2: All contract will (complete simultaneously with step 1)

- After the report is downloaded total the dollar amount of expenses for all contracts.
- Identify the quantity of all expense contracts.
- Identify all contracts that are registered DBE- List of DBE contractors are in the

# Step 3: Complete the FTA Funded Contract Summary Spreadsheet (Complete prior to the 20<sup>th</sup> report due date month, First Reporting Period 5/20 and Second Reporting Period 11/20)

- Open reporting period Excel Spreadsheet (download in step 2), which can be found in YCIPTA's S
  drive File folder Financial Services Mgr DBE Reporting, FY of the DBE report.
  - o Complete the DBE Information section.
  - o Complete the *Funding Information* section.
    - If you cannot calculate the funding percentage, ask the Financial Services Operations Manager
  - Complete the *Prime Contract Amount (Federal Share)* section Only the federal share in dollars should be reported.
  - Complete the Subconsultant Contract Information & Amount (Federal Share) section for both DBE and Non-DBE Subs - Only the federal share in dollars should be reported from the DBE Procurement Tally Report.
  - Ensure all formulas and calculations are correct.

# Step 5: Complete the Uniform Report of DBE Commitments/Awards and Payments (Complete one week before the due date – June 1/December 1)

- To complete the report, refer to data collected and calculated on the Contract Summary Spreadsheets.
- Complete Sections 1-7
  - Section 7 This is YCIPTA's annual DBE goal established for the Federal fiscal year.
     Overall Goal is to be reported as well as the breakdown for specific Race Conscious and Race Neutral Goals (both of which include gender-conscious/neutral goals)
  - The Race Conscious Goal consists of setting a specific DBE contract goal in procurements with FTA funding. When specific Contract Goals are used, prime contractors must either meet the goal by contracting with DBE firms or make good faith effort to meet the goal by advertising and contracting DBE firms.
  - The Race Neutral (RN) Goal consists of YCIPTA meeting a portion of the overall DBE goal through contracts without contract specific goals.
- Section A Awards/Commitments Made During This Reporting Period
   Prime Contracts Awarded this period
  - o 8(A) Enter the total dollar amount for all prime contracts assisted with the Grant this

- report is submitted for.
- 8(B) Enter the total number of all prime contracts assisted with the Grant this report is submitted for. If the prime is listed on two different contracts, they should be counted individually.
- 8(C) From the total dollar amount awarded in item 8(A), provide the dollar amount awarded to certified DBEs during this reporting period.
- 8(D) From the total number of prime contracts awarded in item 8(B), specify the number awarded to certified DBEs during this reporting period.
- o 8(E) Blank.
- o 8(F) Blank.
- 8(G) From the total dollar amount awarded in item 8(C), provide the dollar amount awarded to certified DBEs through the use of RN methods.
- 8(H) From the total number of prime contracts awarded in 8(D), specify the number awarded to DBEs through RN methods.
- 8(I) Of all prime contracts awarded this reporting period, calculate the percentage going to DBEs. Divide the dollar amount in item 8(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.

#### Subcontracts awarded/committed this period

- 9(A)-9(I) Complete these sections the same way as items 8(A)-8(I), except that these calculations should be based on subcontracts rather than prime contracts. Unlike prime contracts, which may only be awarded, subcontracts may be either awarded or committed. 9(E) Provide the total dollar amount of DBEs that are race conscious; 9(F) Provide the total number of DBEs that are race conscious.
- 10(C)-10(I) -Add the DBEs awarded prime contracts and awarded or committed subcontracts according to columns C-I in Section A for a total per column.

#### • Section B Breakdown by Ethnicity & Gender

- 11(A)- 16(A)- Provide the total dollar amount to DBEs that are women of each ethnicity group; Repeat this step for 11(B) 16(B) for men, then in column 11(C) 16(C) add each ethnicity group per lines (11-16) for women and men total to get the total dollar amount to DBEs. Repeat the same steps for the total number of DBEs for women in columns 11(D) 16(D) and men in columns 11(E) 16(E), then in column 11(F) 16(F) add each ethnicity group per lines (11-16) for women and men total to get the total number of DBEs per ethnic group.
- 17(A) 17(F)- Add lines 11(A) to 16(A) to obtain the total dollar amount spent with women DBEs; Repeat this step for column 11(B)-16(B) and 11(C) -16(C), column 17(C) should be the total dollar amount spent with DBEs; Repeat the same steps for the total number of DBEs per women and men of a particular ethnic group.

#### Section C- Payments on ongoing contracts

o 18(A)- Provide the number of contracts that have been paid for the specified period to prime and subcontractors; 18(B) Provide the total dollars paid to prime and subcontractors for the specified period; 18(C) Provide the total number of contracts that were paid - how many were DBEs; 18(D) Provide the total payments to DBEs from the contracts paid in the specified time frame; 18(E) Provide the total number of DBEs paid in this specified time; 18(F) Of all the prime and subcontracts completed this reporting period, calculate the percentage of DBE participation. Divide the actual total dollar amount in 18(B) by the total dollar value provided in 18(D) to derive this percentage. Round to the nearest tenth. This section is for one-time payments or ongoing contracts.

#### • Section D – Total Payments on Contracts Completed This Reporting

- Column A- Provide the number of contracts completed for race conscious, race neutral, then add the two together for 21(A);
- Column B- Provide the total dollar value of contracts completed for race conscious, race neutral, then add the two together for 21(B);
- 19(C)- Provide the DBE participation needed to meet the goal in dollars for race conscious contracts;
- Column D- Provide the total DBE Participation in dollars for race conscious, race neutral, then add the two together for 21(D);
- Column E-Provide the percent to DBEs by 19(F) of all the prime and subcontracts completed this reporting period, calculate the percentage of DBE participation. Divide the actual total dollar amount in 21(B) by the total dollar value provided in 21(D) to derive this percentage. Round to the nearest tenth. This section is for one-time payments or ongoing contracts.
- # 22 Name of the Authorized Representative preparing this form.
- # 24 Signature of the Authorized Representative.
- # 25 Phone number of the Authorized Representative.

#### **Step 6: Submit Uniform Reports to FTA**

- FTA Direct Recipient Grants Submit Uniform Report electronically via the TrAMS System no later than June 1<sup>st</sup> and December 1<sup>st</sup> of each reporting period.
  - Including but not limited to:
    - FTA 5307 Urbanized Area Formula Program
    - FTA 5339 Bus and Equipment

YCIPTA reports are inclusive of sub-recipients and YCIPTA's purchased transportation provider's DBE participation.



# Yuma County Intergovernmental Public Transportation Authority

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

October 20, 2025

Discussion and Action Item 3

To: Yuma County Intergovernmental Public Transportation Authority Board

of Directors

From: Carol Perez, Transit Services Specialist

Subject: Discussion and or action regarding transit services in the Foothills.

Requested Action: N/A

**Background and Summary:** This staff report evaluates three potential transit service options for the Fortuna Foothills area. The goal is to enhance transit accessibility, meet community needs, and provide operational efficiency within budget constraints. Each option includes an estimated cost analysis and operational considerations. Fully allocated operating cost per revenue hour is \$175.00.

### Option 1A: Maintain Previous Route (Full Service)

#### **Service Description:**

 Maintain the existing route, which provides comprehensive coverage across Fortuna Foothills and operates daily.

#### **Cost Analysis:**

• Revenue Hours: 7.5 hours/day

• Cost per Hour: \*\$175

Daily Cost: 7.5 hours × \$175/hour = \$1,313/day

Annual Cost: 250 days/year × \$683/day = \$334,688/year

### **Operational Considerations:**

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

#### Pros:

- Provides full service coverage and flexibility.
- Meets the transportation needs of a broad range of passengers.

#### Cons:

- Higher operating costs due to longer hours of service.
- Potential inefficiencies if ridership fluctuates, leading to unused capacity during off-peak hours.

#### **Conclusion:**

This option provides a reliable and consistent service but comes with a higher annual cost. It is ideal if the goal is to maintain a high level of service, but it may not be the most cost-effective option.

### Option 1B: Maintain Route with Limited Service

### **Service Description:**

 A reduced version of the current route. Service is maintained but with fewer operating hours.

#### **Cost Analysis:**

Revenue Hours: 3.75 hours/day

• Cost per Hour: \$175

Daily Cost: 3.75 hours × \$175/hour = \$656/day

Annual Cost: 250 days/year × \$656/day = \$167,344/year

#### **Operational Considerations:**

#### Pros:

- o Cost savings of nearly 50% compared to Option 1A.
- Still provides service coverage for key routes within the Fortuna Foothills area.

#### Cons:

- o Reduced service may not meet the full demand during peak hours.
- Passengers may experience longer wait times or limited access to transit during off-peak times.
- Service reductions may lead to community dissatisfaction.

#### Conclusion:

This option offers a more cost-effective approach while still maintaining transit service. However, service may be less responsive to passenger demand, especially during peak hours.

### Option 2: Revised Route Along North and South Frontage Roads

#### **Service Description:**

A revised route operating primarily along North and South Frontage Roads.
This option includes limited deviations within a designated service area
(shaded yellow area). No more than 2-3 deviations per hour will be allowed
to ensure on-time performance.

## **Cost Analysis:**

- **Revenue Hours:** 3.75 hours/day x \*\$175/hour = \$656/day
- Annual Cost: 255 days/year × \$656/day = \$167,344/year
- **Revenue Hours:** 37.5 hours/day x \*\$175/hour = \$1,313/day
- Annual Cost: 255 days/year × \$1,313/day = \$334,688/year

# **Operational Considerations:**

- Pros:
  - Provides a streamlined route that may be more efficient in terms of time and distance.
  - Limits service to high-demand areas, improving overall efficiency.
  - Deviation limits maintain operational efficiency and on-time performance.
- Cons:
  - The service area is restricted, potentially excluding some neighborhoods or communities.
  - Passengers may need to plan their trips more carefully to ensure they can catch the service, as deviations are limited.

#### Conclusion:

This option strikes a balance between providing essential service and maintaining operational efficiency. It may require some adjustments in passenger expectations, but the overall cost savings could make it a viable choice.

#### Option 3: Foothills On-Demand Service

**Description of On Demand:** a transit service that transports individuals without fixed routes or fixed schedules. A demand-response vehicle may be dispatched to pick up several passengers at different pick-up points and taking them to their respective destinations.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Brian Golding Sr. – Chairman – Quechan Tribe, Louie Galaviz – Vice Chairman – City of Somerton

Arturo Durazo, Sr.- Sec/Treas – Cocopah Tribe, Jay Simonton – City of Yuma,

Ian McGaughey – Yuma County, Czarina Gallegos – Arizona Western College,

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

#### **Service Description:**

 On-demand service in which passengers call 45 minutes in advance to schedule their ride. This service would be restricted to the Fortuna Foothills area and connect to Arizona Western College (AWC) if necessary. Note On-Demand service is \$91.00 per revenue hour.

#### **Cost Analysis:**

- Revenue Hours: 3.75 hours/day × \*\$91/hour = \$341/day
  - Annual Cost: 255 days/year × \$341/day = \$87,019/annual
- Revenue Hours: 7.5 hours/day × \*\$91/hour = \$683/day
  - Annual Cost: 255 days/year × \$683/day = \$174,038/Annual
- \*Fully allocated cost per revenue hour On Demand

#### **Operational Considerations:**

#### Pros:

- Provides a highly flexible service that can adapt to real-time demand, reducing the need for fixed routes and schedules.
- Likely to reduce the number of empty buses running, which can save operational costs.
- Potential for cost savings by tailoring service based on demand rather than running a fixed route.

#### Cons:

- Requires a well-coordinated system and infrastructure to handle scheduling and dispatching.
- Some passengers may find it inconvenient to book rides in advance or may not have access to necessary technology.
- Limited service area reduces the overall coverage, and the service is primarily focused on the Fortuna Foothills area and AWC connections.

#### **Conclusion:**

The on-demand service is the most flexible and cost-efficient option in terms of matching service with demand. However, its success depends on user adoption and ensuring the service is easy to use. It may not suit all passengers, particularly those who prefer fixed-route transit.

## **Comparative Analysis of Options**

Ontion	Annual	Service	Droc	Cono
Option	Cost	Type	Pros	Cons

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Option	Annual Cost	Service Type	Pros	Cons
1A: Maintain Previous Route (Full Service)	\$334,688	Fixed Route (Full Service)	Full coverage, reliable service, flexibility in routing	High operational costs, potentially inefficient during offpeak
1B: Maintain Route with Limited Service	\$167,344	Fixed Route (Limited Hours)	Lower cost, still provides basic coverage	Reduced service, potential for longer wait times
2: Revised Route Along Frontage Roads	\$167,344 or \$334,688	Fixed Route (Revised)	Operational efficiency, streamlined route, cost-effective	Limited coverage area, deviations restricted
3: Foothills On-Demand Service	\$87,019 or \$174,038	On-Demand Service	Flexible, cost- efficient, tailored to real-time demand	Limited service area, requires advance planning, less predictable

Financial Impacts: Depends on Option.

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments: Fortuna Foothills Service Options

For information regarding this agenda item, please contact Shelly Kreger via email to: <a href="mailto:skreger@ycipta.az.gov">skreger@ycipta.az.gov</a> or call 928-539-7076, extension 101.

Approved for submission:

Shut they

Shelly Kreger, Transit Director

#### **Fortuna Foothills Service Options**

**Overview:** This report outlines three potential options for the Foothills transit service, with estimated costs and operational considerations.

**Recommendation:** Option 3 - On Demand Service. Provides flexibility and improved data collection on passenger travel patterns. Data could be used to design a more efficient route in the future. On demand fully allocated cost is lower than fixed-route.

**On Demand:** a transit service that transports individuals without fixed routes or fixed schedules. A demand-response vehicle may be dispatched to pick up several passengers at different pick-up points and taking them to their respective destinations.

**Fixed Route:** a transit service with a set route and set schedule.



**Option 1A: Maintain Previous Route Configuration** 

#### **Description:**

Keep the route as previously operated. The brown line indicates the route, and the shaded area indicates the deviation area. Limited to four (4) deviations per hour (one-way trips).

Note: Four deviations often caused the route to run late; proposed change to 3 deviations.

- Revenue Hours: **7.5 hours**/day × \*\$175/hour = **\$1313/day**
- Annual Cost: 255 days/year × \$1313/day = \$334,688/Annual
- \*Fully allocated cost per revenue hour-Fixed Route

**Option 1B: Maintain Route with Limited Service Hours** 

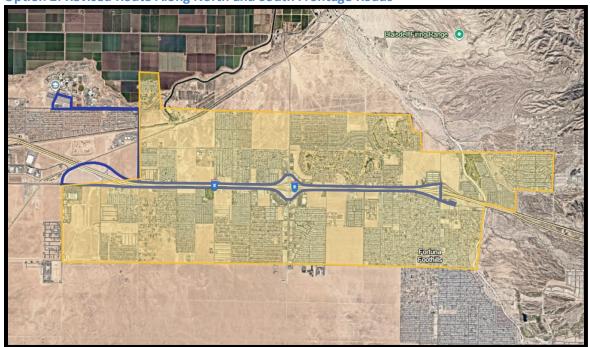
υþ	tion TR: I	riallitaill	Noute Wit	II LIIIIILEO	Jeivice I	iouis				
	Brown Rou	te 3 - Fortı	ına Foothill	s Shuttle –	MONDAY T	HRU SATUR	DAY			
_										
			ate 8 / Well							
_	Westbound from	Wellton or Fortu	na Foothills to Ariz	ona Western Coll	ege / Northern Ari	zona University / I	University of Arizon	na		
	Wel	lton	Dome Valley		Fortuna Hills		Yur	na		
ROUTE	Arizona Ave. at William St. DEPART	AWC Center East Yuma County On Request	Ligurta Station* (Old Hwy 80) <i>On Request</i>	Yuma County Library at South Frontage Rd.	40th St. at Foothills Blvd.	South Frontage Rd. at Fortuna Rd.	32nd St. at Avenue 8E (Across from Walmart)	AWC / NAU / UA ARRIVE		
	301	552	118	299	420	316	091	068		
8	6:55	7:07	7:14	7:24	7:27	7:34	7:44	7:52		
3 3 3			_	8:24 9:24 10:24 11:241	8:27 9:27 10:27 11:27 <sup>1</sup>		8:44 9:44 10:44 11:44 <sup>1</sup>	8:52 9:52 10:52 11:52 <sup>1</sup>		
3 3	_ _ _	_	_ _ _	12:24 <sup>1</sup> 12:24 <sup>1</sup> 2:24 <sup>2</sup>	12:27 <sup>1</sup> 12:27 <sup>1</sup> 2:27 <sup>2</sup>	  	12:44 <sup>1</sup> 1:44 <sup>1</sup> 2:44 <sup>2</sup>	12:52 <sup>1</sup> 1:52 <sup>1</sup> 2:52 <sup>2</sup>		
8	3:55	4:07	4:14	4:24	4:27	4:34	4:44	4:52		
3	_	_	_	5:24	5:27	_	5:44	5:52		
			ına Foothill ate 8 / Well				DAY			
	Eastbound from	Arizona Western	College / Northern	Arizona Universi	ty / University of A	Arizona to Wellton	or Fortuna Foothill	s		
П	Yui	ma	1	Fortuna Hills		Dome Valley		Wel	Iton	
ROUTE	AWC / NAU / UA DEPART	32nd St. at Avenue 8E (Walmart)	South Frontage Rd. at Fortuna Rd.	Foothills Blvd. at 40th St.	Yuma County Library at South Frontage Rd.	Ligurta Station* (Old Hwy 80) On Request	Jack In The Box at Avenue 29E	AWC Center East Yuma County On Request	Los Angeles St. at William St.	Arizona Ave. at William St. ARRIVE
	068	075	081	508	299	118	300	552	306	301
3 3 3	7:57 8:57 9:57 10:571	8:05 9:05 10:05 11:051	8:14 9:14 10:14 11:141	=	8:24 9:24 10:24 11:241	_	_	_	-	-
3	11:571	12:05¹	12:14 <sup>1</sup>	_	12:24 <sup>1</sup>	_	_	_	_	
3	12:57 <sup>1</sup>	1:051	1:141	_	1:241				_	_
3	12:57 1	2:05 <sup>1</sup>	2:14 <sup>1</sup>	_	2:24 <sup>1</sup>	_	_	_	_	_
8	2:57	3:05	3:14	3:21	3:24	3:34	3:45	3:47	3:50	3:55
3	4:57	5:05	5:14	3.21	5:24	3,34		3.41	3.50	3.00
3	5:57 <sup>3</sup>	6:05 <sup>3</sup>	6:14 <sup>3</sup>	_	6:24 <sup>3</sup>	_	_	_	_	_
		0.00					I			

# **Description:**

Keep the same route but reduce operating hours.

- Revenue Hours: **3.75 hours**/day  $\times$  \*\$175/hour = \$656/day
- Annual Cost: 255 days/year × \$656/day = **\$167,344/annual**

<sup>\*</sup>Fully allocated cost per revenue hour



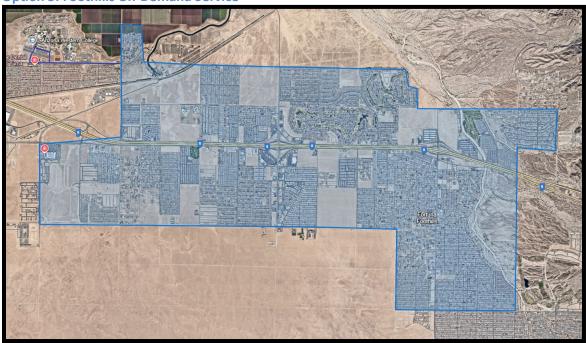
**Option 2: Revised Route Along North and South Frontage Roads** 

#### **Description:**

The revised route would operate along North and South Frontage Road with deviations allowed only within the shaded yellow area. Limit of 2-3 deviations per hour to maintain on-time performance.

- Revenue Hours: **3.75 hours**/day  $\times$  \*\$175/hour = \$656/day
- Annual Cost: 255 days/year × \$656/day = **\$167,344/annual**
- Revenue Hours: **7.5 hours**/day × \*\$175/hour = **\$1313/day**
- Annual Cost: 255 days/year × \$1313/day = \$334,688/Annual
- \*Fully allocated cost per revenue hour

**Option 3: Foothills On-Demand Service** 



#### **Description:**

This option would operate as an on-demand service requiring passengers to call 45 minutes in advance. Service would be restricted to the Fortuna Foothills area or AWC connections.

- Revenue Hours: **3.75 hours**/day  $\times$  \*\$91/hour = \$341/day
- Annual Cost: 255 days/year × \$341/day = \$87,019/annual
- Revenue Hours: **7.5 hours**/day  $\times$  \*\$91/hour = \$683/day
- Annual Cost: 255 days/year × \$683/day = **\$174,038/Annual**
- \*Fully allocated cost per revenue hour On Demand



# Yuma County Intergovernmental Public Transportation Authority

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

October 20, 2025

Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority

**Board of Directors** 

From: David Garcia, Transit Operations Manager

Subject: Discussion and or action regarding the Priority Shelter Location List

Requested Action: N/A

<u>Background and Summary: YCIPTA</u> continues to enhance public transit infrastructure across Yuma County by strategically placing bus shelters in popular boarding locations. These shelters are designed to provide protection from the elements, improve rider comfort, and support community mobility. Placement decisions are guided by ridership data, proximity to businesses, encroachment, and long-term maintenance feasibility.

#### **Strategic Placement Priorities**

- Ridership and Demand
  - Stops with high boarding volumes and transfer activity are targeted for shelter upgrades.
  - The included ridership by stop list is utilized when establishing shelter placement priority.
- High-Traffic and Business Proximity
  - Shelters are prioritized near frequent commercial zones, including shopping centers, schools, and medical facilities.
  - Recent installations, such as those on 24th Street near 8th Avenue,
     reflect YCIPTA's partnership with the City of Yuma to enhance rider

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

experience and promote local identity through the "Uniquely Yuma" campaign.

- Space and Accessibility
  - o Placement considers sidewalk width, ADA compliance, and visibility.
  - Shelters must be installed with enough clearance to avoid obstructing pedestrian pathways or nearby driveways, i.e., Bus Stop Standards.

#### **Financial Considerations**

- The cost of bus shelters has risen continuously over the last several years, with the current price in excess of \$20,000.
- YCIPTA has a contract with Quail Construction for bus shelter placement and has been quoted at an average of \$8,000 for installation.
- YCIPTA has partnered with entities to assist with the cost of installation.

#### **Current and Future Projects**

- 4<sup>th</sup> Avenue and 19<sup>th</sup> Street We are partnering with the owners of Plaza Primada to install a bus shelter.
  - This will be installed by Quail Construction.
- 24<sup>th</sup> Street and Ridgeview Drive Awaiting funding
- Highway 95 and Somerton Medical Clinic Awaiting funding

We are exploring alternatives to the current bus shelter design that would provide shelter for passengers, but with fewer amenities. This design would come with a lower cost. We are still in the research phase of this project and will provide more information when available.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion:

Legal Counsel Review: No

Attachments: Top 40 by Ridership report.

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101. Approved for submission:



# UTA RIDERSHIP BY STOP Ranked by UTA Totals

For the Period: 07/01/2024 to 06/30/2025

	Work	Stop ID	Stop Name	GFI	Shelter	Location	Direction
1	Weekday	497	WILLIAM BROOK AVE B ST(END OF LINE)	17,853	Х	San Luis	Yellow
2	Weekday	63	26TH STREET 23RD AVENUE (WEST HUB)	13,032 X		City of Yuma	Yellow, Green, Purple
3	Weekday	36	3RD STREET GILA STREET DYTC	3,681		City of Yuma	Yellow, Green, Blue
4	Weekday	99	AWC PARKING LOT	3,274	Х	AWC	Orange, Gold
5	Weekday	162	MAIN STREET SOMERTON STATE	2,630	Х	Somerton	Yellow, Purple South
6	Weekday	157	COCOPAH CASINO MAIN ENTRANC	2,102	X	Cocopah	Yellow, Purple
7	Weekday	177	MAIN STREET JUAN SANCHEZ BLVD	1,526	X	San Luis	Yellow North
8	Weekday	428	GILA STREET 3RD STREET (DYTC)	1,468		City of Yuma	Yellow, Green, Blue
9	Weekday	507	4TH AVENUE 19TH STREET	1,237		City of Yuma	Yellow South
10	Weekday	4	CASTLE DOME AVENUE YUMA PALMS	1,134	Х	City of Yuma	Orange West
11	Weekday	57	24TH STREET 6TH AVENUE	1,085	X	City of Yuma	Yellow South
12	Weekday	181	US HIGHWAY 95 WALMART DRIVEW	1,016		San Luis	Yellow North
13	Weekday	188	MAIN STREET SOMERTON ACROSS	961		Somerton	Yellow, Purple North
14	Weekday	190	MAIN STREET SOMERTON BINGHAM	896	X	Somerton	Yellow, Purple North
15	Weekday	160	MAIN STREET SOMERTON COLUMBI	850	X	Somerton	Yellow, Purple South
16	Weekday	226	AVENUE A 32ND STREET	824		City of Yuma	Green North
17	Weekday	59	24TH STREET AVENUE A	856	X	City of Yuma	Yellow South
18	Weekday	487	COUNTY 22ND STREET WALMART	727		San Luis	Yellow South
19	Weekday	225	32ND STREET 8TH AVENUE	703		City of Yuma	Green West
20	Weekday	47	4TH AVENUE 5TH STREET	634		City of Yuma	Yellow South
21	Weekday	223	4TH AVENUE EXTENSION 32ND ST	621		City of Yuma	Green South
22	Weekday	46	4TH AVENUE 3RD STREET	568		City of Yuma	Yellow South
23	Weekday	52	4TH AVENUE 17TH STREET	550	X	City of Yuma	Yellow South
24	Weekday	603	16TH STREET AVENUE B	531		City of Yuma	Green North
25	Weekday	45	4TH AVENUE 1ST STREET	530		City of Yuma	Yellow South
26	Weekday	56	4TH AVENUE 24TH STREET	512		City of Yuma	Yellow South
27	Weekday	69	24TH STREET 8TH AVENUE	504		City of Yuma	Yellow North
28	Weekday	186	MAIN STREET SOMERTON CESAR C	482	Х	Somerton	Yellow North
29	Weekday	147	24TH STREET ARIZONA AVENUE	455		City of Yuma	Green West
30	Weekday	67	24TH STREET YUMA REGIONAL	447	Х	City of Yuma	Yellow North
31	Weekday	199	4TH AVENUE 24TH STREET	446		City of Yuma	Yellow North
32	Weekday	153	21ST DRIVE ACROSS FROM YUMA	443	Х	City of Yuma	Yellow South
33	Weekday	66	24TH STREET 18TH AVENUE	435		City of Yuma	Yellow North, Green
34	Weekday	189	MAIN STREET SOMERTON AVE	428		Somerton	Yellow North
35	Weekday	49	4TH AVENUE 10TH STREET	419		City of Yuma	Yellow South
36	Weekday	296	CENTRE AVENUE STEAMBOAT ST	409	Х	Cocopah	Purple North
37	Weekday	510	CENTRE AVENUE ACROSS KWAPA APT	404	Χ	Cocopah	Purple North
38	Weekday	609	AVENUE C 20TH STREET	403		City of Yuma	Green North



# **Yuma County Intergovernmental Public Transportation Authority**

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

October 20, 2025

Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority

**Board of Directors** 

From: Shelly Kreger, Transit Director

Subject: Discussion and or action regarding the YCIPTA Staff Development

Plan.

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

#### Requested Action: N/A

<u>Background and Summary:</u> This Staff Development Plan reflects a strategic approach to employee growth and succession planning at YCIPTA. By providing specialized training, mentorship, and development opportunities, we aim to cultivate internal talent, enhance leadership capabilities, and ensure the sustainability of the organization through well-prepared staff. Each employee will benefit from tailored training paths that align with both individual career goals and the broader objectives of YCIPTA, ultimately driving operational excellence, fiscal responsibility, and service innovation.

Estimated associated costs are indicated on each training. Note that any training courses through National Transit Institute (NTI) are free.

Estimated cost for training expenses per employee for FY-25-26:

Adriana Ortiz, Acct Clerk I - \$1,350 Carol Perez, Transit Services Specialist -\$5,000 David Garcia, Transit Operations Manager - \$4,250 Denis Aceves, Office Clerk I - \$0 Kirk Manuel, Brand Ambassador - \$450 Marcela Sanchez, Office Clerk I - \$0 <u>Financial Impacts:</u> Estimated \$11,050 – FY25/26 Operating Budget for Training is

\$15,000

**Budgeted:** Yes

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments: YCIPTA Staff Development Plan.

For information regarding this agenda item, please contact Shelly Kreger via email to: <a href="mailto:skreger@ycipta.az.gov">skreger@ycipta.az.gov</a> or call 928-539-7076, extension 101.

Approved for submission:

Sheet ther



# **Yuma County Intergovernmental Public Transportation Authority**

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

#### **YCIPTA Staff Development Plan**

#### Adriana Ortiz - Accounting Clerk I

**Training Goal:** Transition into Finance Manager

#### **Training Plan:**

- Grant Writing & Management <u>National Transit Institute (NTI)</u> courses to build funding strategy skills. Cost - \$0
- FTA/ADOT Billing & NTD Reporting Internal mentorship with Transit Director and <u>NTI</u> finance reporting course Cost \$0
- FTA Circulars & Financial Oversite Government budgeting course and shadowing Transit Director.
- Triennial Audit, Annual Single Audit & Budgeting Shadow Transit Director and Accounting Clerk I with triennial, single audit prep, and budget planning exercises for FY 2026-27 – Cost - \$0
- CTAA Financial Management for Transit Agencies Completed June 2025 Cost \$1,350

#### **Carol Perez – Transit Operations Specialist**

**Training Goal:** Follow Succession Plan – Primary Secondary candidate for Transit Director **Training Plan:** 

- Grant Writing & Management <u>NTI</u> courses to support strategic funding initiatives. Cost - \$0
- **Leadership Development** Transit Leadership Academy Community Transit Association of America (CTAA) Cost \$3,650
- Triennial Audit, Annual Single Audit & Budgeting Shadow Transit Director and Accounting Clerk I with triennial prep, single audit prep, and budget planning exercises for FY 2026-27. Cost \$0
- CTAA Certified Community Transit Manager (CCTM) Completed June 2025 Cost \$1,350
- Procurement VI Final <u>NTI</u> course scheduled for December 2025 Cost \$0
- Transit Service Planning <u>NTI</u> course scheduled for October 2025 Cost \$0
- Crisis Communications for Transit Managers <u>NTI</u> Course scheduled for December 2025 – Cost \$0

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

#### **David Garcia – Transit Operations Manager**

**Training Goal:** Follow Succession Plan - Secondary candidate for Transit Director **Training Plan:** 

- NTD Reporting (Operations) <u>NTI</u> Annual NTD training and cross training with the Transit Services Specialist – Cost \$0
- **Leadership Development** Transit Leadership Academy Community Transit Association of America (CTAA) Cost \$3,650
- Board Reporting/Presenting Monthly board presentation practice Cost \$0
- Strategic Planning Participate in YCIPTA's long-range planning sessions Cost \$0
- Certified Community Transit Supervisor (CCTS) <u>CTAA</u> completed in April 2024 Cost \$600

#### Denis Aceves - Clerk I

**Training Goal:** Develop Finance Skills

#### **Training Plan:**

- Accounting & QuickBooks Introduction to <u>QuickBooks</u> Desktop and shadowing Accounting Clerk I – Cost \$0
- Customer Service Excellence (Yuma County) Refresher training Cost \$0
- Board Secretary Duties Shadowing and one on one training with Transit Services
   Specialist Cost \$0

#### Kirk Manuel – Brand Ambassador

**Training Goal:** Enhances public engagement and marketing leadership **Training Plan:** 

- Transit Orientation Deep dive into YCIPTA services and mission with Transit Services Specialist – Cost \$0
- Marketing Training <u>SWTA</u> Summer U Marketing Track Summer 2026 Cost \$450
- **Community Engagement** Lead outreach campaigns, community events and gather rider engagement Cost \$0

#### Marcela Sanchez - Clerk I

**Training Goal:** Develop Finance Skills and Cross-Training

#### Training Plan:

- Accounting & QuickBooks Same courses as Denis
- Peer Learning/Shadowing

#### Resources are in italics and underlined.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Brian Golding Sr. – Chairman – Quechan Tribe, Louie Galaviz – Vice Chairman – City of Somerton

Arturo Durazo, Sr. – Sec/Treas – Cocopah Tribe, Jay Simonton – City of Yuma,

Ian McGaughey – Yuma County, Czarina Gallegos – Arizona Western College,

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



# Yuma County Intergovernmental Public Transportation Authority

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

October 20, 2025

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 an update on Kim Joyce &

Assoc/City of San Luis/NAU Transit Needs Study.

\_\_\_\_\_

#### Requested Action: N/A

<u>Background and Summary:</u> During the August 27, 2025 Board meeting, staff informed the Board the status of the contract with Kim Joyce & Assoc. The staff report talked about the meetings that had been held and the standstill since April 30, 2025.

Activity has ticked back up regarding the San Luis Transit Needs Study. Communication began again in August, with multiple emails between all parties involved. Several meetings were scheduled beginning September 25, September 26, October 8<sup>th</sup> and October 9th. During this time there were documents that NAU requested from Jenny Torres, Acting City Manager – City of San Luis to work on a scope of work to give City of San Luis and YCIPTA an estimated project cost and deliverables.

Some of thee documents that was provided was the POE Impact Study, 4FRONT ED Border Business Case San Luis Focus Future Plan and the 2016 San Luis Circulation Study. Other links to City of San Luis General Plan and the YMPO Long Range Transportation Plan. These were provided to NAU also to assist with the scope of work.

It was determined at the last meeting that Jenny Torres and I will need to meet and discuss how extensive we want the scope of work to be. NAU had stated, depending on in depth we got, that this study could range from \$40,000 to

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

\$200,000. As a reminder the City had only set aside \$20,000 as match towards this study. Jenny and I will be meeting next month (November) to discuss scope.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments: N/A

For information regarding this agenda item, please contact Shelly Kreger via email to: or call 928-539-7076, extension 101.

Approved for submission:





### **Monthly YCIPTA Board Meeting Report RATP Dev**

Anabel Teran GM RATP Dev USA

October 10, 2025

This monthly report summarizes operations, maintenance, management, finance, or other actions outside of normal YCAT public transit operations.

- Safety Update: Since the last board meeting, we have had one (1) NOT at-fault collision.
  - On September 3<sup>rd</sup>, our driver was heading WB on Giss when other vehicle attempted to make a left turn from Gila onto Giss heading EB, resulting in major damage; bus had to be towed.
- 20 out of 30 drivers received a certificate and a bonus for practicing "Safe Driving Behaviors" in August and 21 in September.
- Operations update: No routes have been cancelled.
- Staffing level update: We are fully staffed for Bus Drivers
- Conducting Interviews for Safety Supervisor, Bus washer/cleaner, Admin Assistant and Maintenance Manager.
- Bernard Thomas has been promoted to Assistant General Manager of Safety & Training/Operations
- Maintenance Update: Maintenance Manager Max Isbell- resigned as of 10/10/25.
  - September Preventive Maintenance (PM) On-Time Performance (OTP): We had seventeen PMs scheduled. 13 (76.5%) on time; one early (23.5%) and no lates.
  - Long-Term Out-of-Service Vehicles:
    - FIXED Bus 205 is waiting for parts for the HVAC system.
    - FIXED Bus 150 trying to find a windshield seal.
    - 300 Engine
    - 251 Transmission



# 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>

# **Transit Directors Report**

- Met with the City of San Luis in regard to their Downtown Transit Hub Grant Application and FTA sub-recipient
- Continued the regular Hotel Del Sol and the Yuma TMP.
- Attended the Swiftly project status meetings.

#### Activities This Week - October 20-25

- Somerton Senior Center Wellness and Health Fair Booth -Wednesday, Oct. 22
- Yuma Union High School <u>Special Education Transition Fair</u> Booth -Wednesday, Oct. 22
- Yuma Chamber of Commerce <u>Community Business Expo</u> Booth -Saturday, Oct. 25
- Mayors' International Bike Ride Free Return Shuttles Saturday, Oct.
- Bridget's Gift Free Parking Shuttles Saturday, Oct. 25

#### Other Recent Activities

- Arizona @ Work Job and Education Fair Booth and Free Rides -Wednesday, Oct. 8
- Indigenous Peoples' Day Free Rides Monday, Oct. 13
- PPEP Tec High School Donation of One Day's Fares for Supplies -Wednesday, Oct. 15. Donation totaling \$1,300
- Scheduled annual presentations to the Member Entities as shown below:
  - Cocopah Indian Tribe Completed
  - November 4<sup>th</sup> Town of Wellton
  - November 17<sup>th</sup> Yuma County

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

- November 18<sup>th</sup> City of Somerton
- December 23nd City of Yuma
- December 10<sup>th</sup> City of San Luis
- AWC Waiting for reply to schedule
- Quechan Tentatively December 13th
- Attended via Zoom the Caltrans Distric 11 Transit Plan Partner Focus Group meeting.





# September 2025 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of September 2025.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on October 07, 2025.

#### **OPERATIONS**

#### **Fixed Route**

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

	Reported	Scheduled	Difference
Revenue Hours	2,940.7	2,917.4	23.4
Total Hours	3,272.2	3,262.3	9.9
Revenue Miles	62,253	62,125	128
Total Miles	70,565	71,044	(479)
Passengers per Revenue Hour		11.6	
Passengers per Revenue Mile		0.5	

#### **Demand Response**

Following are the actual miles and hours reported by contractor:

Revenue Hours	342.8
Total Hours	446.6
Revenue Miles	5,563
Total Miles	8,180
Average Weekday Revenue Hours	15.0
Passengers per Revenue Hour	1.9
Passengers per Revenue Mile	0.1

#### **OPERATIONS DATABASE**

Analysis of Contractor Invoice Data for Accuracy: Solutions for Transit reviewed the entries using a 5% tolerance to determine if the entries need to be corrected or commented. The Over/Under Report represents the **109** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected. There were **5** unreported roadcalls.

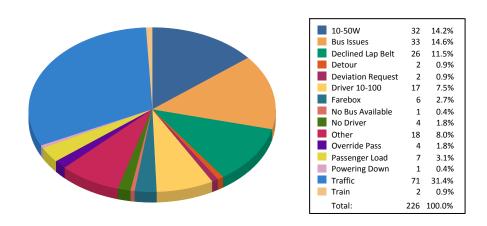
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

**Late to First Stop:** There were **90** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in delayed service.

**Logging Out Early:** There were **14** occurrences where the operator logged off before the end of revenue service.

**Delays:** During the month of September, **226** delays were reported by the contractor. The average delay was **17** minutes. The delays are broken down as follows:

# **Delays by Category**



**Customer Comments:** During the month of September, **17** complaints were called in. Of these the contractor followed up on **15**. In addition, **0** commendations were called in.

#### MAINTENANCE

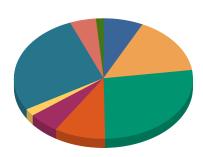
**PMIs Completed:** There were **17** PMIs completed during the month of September. Of these, **0** were completed late based on the information entered into The Reporting Solution.

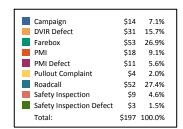
Roadcalls: There were 49 roadcalls/bus exchanges for the month of September.

- o 49 of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o 1,548 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 86 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.





Systemwide		YTD			
	Jul-25	Aug-25	Sep-25	Qtr Total	
Weekday Ridership	23,174	29,319	31,961	84,453	84,453
Saturday Ridership	1,906	2,622	2,036	6,564	6,564
Total Ridership	25,080	31,941	33,997	91,017	91,017
Weekday Revenue Hours	2,785.2	2,695.9	2,736.0	8,217.1	8,217.1
Saturday Revenue Hours	203.5	257.4	204.8	665.6	665.6
Total Revenue Hours	2,988.7	2,953.3	2,940.7	8,882.8	8,882.8
Weekday Total Hours	3,041.1	2,956.2	3,041.8	9,039.1	9,039.1
Saturday Total Hours	228.6	288.0	230.4	747.0	747.0
Total Hours	3,269.7	3,244.2	3,272.2	9,786.0	9,786.0
Weekday Revenue Miles	58,743	56,855	58,081	173,679	173,679
Saturday Revenue Miles	4,192	5,264	4,172	13,628	13,628
Total Revenue Miles	62,935	62,119	62,253	187,307	187,307
Weekday Total Miles	65,250	63,307	65,754	194,311	194,311
Saturday Total Miles	4,802	6,007	4,811	15,620	15,620
Total Miles	70,052	69,314	70,565	209,931	209,931
# Operating Weekdays	22	21	21	64	64
# Operating Saturdays	4	5	4	13	13
# Total Operating Days	26	26	25	77	77
Avg Weekday Ridership	1,053.4	1,396.1	1,521.9	1,319.6	1,319.6
Avg Saturday Ridership	476.5	524.4	509.0	504.9	504.9
Avg Daily Ridership	964.6	1,228.5	1,359.9	1,182.0	1,182.0
Wkday Ridership/Rev Hr	8.3	10.9	11.7	10.3	10.3
Sat Ridership/Rev Hr	9.4	10.2	9.9	9.9	9.9
Avg Weekday Rev Hours	126.6	128.4	130.3	128.4	128.4
Avg Saturday Rev Hours	50.9	51.5	51.2	51.2	51.2
Avg Weekday Rev Miles	2,670	2,707	2,766	2,714	2,714
Avg Saturday Rev Miles	1,048	1,053	1,043	1,048	1,048

Printed: 10/07/2025 1:38:06PM
File Name: Operating Summary by System GFLrot



# **RIDERSHIP AND FARES**

Period: 9/1/2025 to 9/30/2025

		Cash Fa	ares	Day Passe	s Sold		Passes A	ccepted			Free	e			Sp	ecial Reve	nues			Statisti	cs	Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single- Ride	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	412	190	0	38	14	179	139	20	0	17	1	0	7	1	6	1,405	33	6	5	91	0	2,468
Green 4	340	321	0	46	103	465	234	15	0	28	0	0	17	0	11	593	172	403	29	33	0	2,748
Green 4A	215	250	0	59	58	365	139	23	0	18	0	5	47	8	134	415	184	227	16	40	0	2,147
Blue 5	237	146	3	81	23	247	229	17	0	16	0	0	26	2	0	24	119	1	21	71	0	1,168
Purple 6	270	235	0	75	51	158	173	14	0	54	0	0	17	6	4	150	1,529	30	20	56	0	2,766
Gold 8	35	15	6	17	12	38	11	6	0	0	1	0	1	0	0	169	0	13	0	10	0	318
Silver 9	120	69	0	6	0	23	48	1	0	3	0	0	9	0	2	1,719	33	18	0	21	0	2,051
Turquoise 10	183	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	183
Yellow 95	7,379	5,209	1	559	256	1,428	1,677	124	0	347	4	2	140	21	38	2,156	450	357	103	476	1	20,147
Grand Total:	9,192	6,435	10	881	517	2,903	2,650	220	0	483	6	7	264	38	195	6,631	2,520	1,055	194	809	1	33,997

#### **REVENUE:**

Total Revenue: \$29,577.73
Unclassified Revenue: \$769.47
As a % of Total: 2.60%



# TOTAL MILES AND HOURS BY ROUTE September 2025

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	354.1	42.0	396.1	6,662	300	6,962
Brown Route 3						
Green Route 4	285.5	13.5	298.9	4,720	210	4,930
Green Route 4A	231.2	12.3	243.4	3,981	191	4,172
Blue Route 5	258.4	10.0	268.5	6,153	160	6,313
Purple Route 6	494.5	38.3	532.8	10,865	866	11,731
Gold Route 8	62.6	31.4	94.1	1,889	918	2,807
Silver Route 9	102.6	93.3	195.8	3,276	2,606	5,882
Turquoise Route 10	68.4	9.5	77.9	2,901	151	3,052
Yellow Route 95	1,083.4	81.1	1,164.5	21,806	2,910	24,716

Totals for September 2025			
Total Hours	3,272.18	Total Miles	70,565
Revenue Hours	2,940.75	Revenue Miles	62,253
Non-Revenue Hours	331.43	Non-Revenue Miles	8,312

File Name: Total Miles and Hours by Route FR.rpt Printed: 10/7/2025, 1:40:08PM



# OPERATING SUMMARY - On-Call Fiscal Year 2026

		YTD			
	Jul-25	Aug-25	Sep-25	Qtr	
Weekday Ridership	586	522	593	1,701	1,70
Saturday Ridership	36	54	35	125	12
Total Ridership	622	576	628	1,826	1,82
Weekday Revenue Hours	290.1	274.9	315.6	880.6	880.
Saturday Revenue Hours	26.0	32.9	27.3	86.1	86.
Total Revenue Hours	316.1	307.8	342.8	966.7	966.
Weekday Total Hours	377.2	361.7	406.9	1,145.8	1,145.
Saturday Total Hours	34.7	47.5	39.7	121.9	121.
Total Hours	411.9	409.2	446.6	1,267.7	1,267.
Weekday Revenue Miles	4,658	4,364	5,046	14,068	14,06
Saturday Revenue Miles	428	663	517	1,608	1,60
Total Revenue Miles	5,086	5,027	5,563	15,676	15,67
Weekday Total Miles	6,978	6,701	7,406	21,085	21,08
Saturday Total Miles	645	938	774	2,357	2,35
Total Miles	7,623	7,639	8,180	23,442	23,44
# Operating Weekdays	22	21	21	64	6
# Operating Saturdays	4	5	4	13	1
# Total Operating Days	26	26	25	77	7
Avg Weekday Ridership	26.6	24.9	28.2	26.6	26.
Avg Saturday Ridership	9.0	10.8	8.8	9.6	9.
Avg Daily Ridership	23.9	22.2	25.1	23.7	23.
Wkday Ridership/Rev Hr	2.0	1.9	1.9	1.9	1.
Sat Ridership/Rev Hr	1.4	1.6	1.3	1.5	1.
Avg Weekday Rev Hours	13.2	13.1	15.0	13.8	13.
Avg Saturday Rev Hours	6.5	6.6	6.8	6.6	6.
Avg Weekday Rev Miles	212	208	240	220	22
Avg Saturday Rev Miles	107	133	129	124	12

Printed: 10/07/2025 1:40:59PM File Name: Operating Summary DR.rot



## **PMIs COMPLETED**

Period: 9/1/2025 - 9/30/2025

Bus#	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	РМІ	
2	4000 miles	10,720	14,246	3,526	Early	B-1	
200	6000 miles	407,525	412,858	5,333	Early	В	
202	6000 miles	288,008	293,836	5,828	On Time	A-4	
203	6000 miles	376,553	382,409	5,856	On Time	A-3	
204	6000 miles	308,302	313,938	5,636	On Time	A-3	
207	6000 miles	172,479	178,434	5,955	On Time	A-9	
208	6000 miles	188,283	193,862	5,579	On Time	В	
208	6000 miles	199,893	199,891	-2	Early	A-4	
209	6000 miles	165,284	170,950	5,666	On Time	A-6	
210	6000 miles	184,625	190,528	5,903	On Time	A-2	
211	6000 miles	170,989	177,000	6,011	On Time	С	
212	6000 miles	142,698	148,309	5,611	On Time	A-3	
250	6000 miles	147,299	153,296	5,997	On Time	A-1	
350	4000 miles	244,459	248,611	4,152	On Time	A-2	
351	4000 miles	280,810	284,068	3,258	Early	B-1	
351	4000 miles	284,068	287,803	3,735	On Time	A-5	
1101	4000 miles	169,356	173,492	4,136	On Time	A-6	

PMIs Completed: 17

On Time: 13 76.5% Early: 4 23.5%

Early: 4 23.5% Late: 0 0.0%

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

Printed: 10/7/2025 1:42:39PM File Name: PMIs Completed.rpt

Developed for YCIPTA by Solutions for Transit



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.ycat.az.gov</u>

#### **Transit Operations Report**

- Total ridership for August 2025 was 31,939 passengers
  - o Ridership is down from August 2024 ridership of 34,864 passengers
  - Pre-COVID ridership for August 2019 was 39,170 passengers
- Total ridership for September 2025 was 33,997 passengers
  - Ridership is down from September 2024 ridership of 35,195 passengers
  - Pre-COVID ridership for September 2019 was 40,644
- We are still on schedule for a timely launch of the Swiftly Dashboard and passenger Real-Time information.
  - Our Real-Time GTFS feed has been approved and published by Apple and Google.
- Our new server has been purchased and is being configured by our IT team
- Annual NTD reports are currently being worked on by staff



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

	Cash Fares		Day Passe	s Sold		Passes A	ccepted			Free	e			Sp	ecial Reve	nues			Statisti	cs	Total	
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	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		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%



Period: 8/1/2024 to 8/31/2024

	Cash Fares		Day Passe	s Sold		Passes A	ccepted			Free	e			Sp	ecial Reve	nues			Statisti	cs	Total	
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single- Ride	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	851	467	0	74	26	382	184	18	0	15	0	0	15	1	16	1,466	29	50	5	76	0	3,594
Brown 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	397	433	1	77	94	546	198	11	0	51	0	0	16	24	74	236	89	638	17	58	0	2,884
Green 4A	241	357	1	50	87	397	104	20	0	39	0	0	12	1	5	240	90	374	8	26	0	2,017
Blue 5	285	110	0	131	34	396	189	0	0	12	0	0	4	0	0	27	46	0	1	98	0	1,234
Purple 6	350	248	0	72	47	245	144	2	0	67	2	0	9	4	5	53	1,336	40	44	69	0	2,624
Gold 8	38	25	20	19	10	34	9	1	0	1	0	1	3	3	0	127	8	4	10	2	0	283
Silver 9	82	44	0	2	0	18	36	0	0	2	0	0	2	0	1	981	88	3	0	20	0	1,259
Turquoise 10	222	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	3	0	224
Yellow 95	8,298	5,598	2	688	204	1,991	1,644	99	0	207	0	2	87	8	30	1,327	296	267	87	397	3	20,746
Specials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total:	10,763	7,282	24	1,113	502	4,009	2,508	151	0	396	2	3	148	41	131	4,457	1,982	1,376	172	749	3	34,864

#### **REVENUE:**

Total Revenue: \$34,669.00 Unclassified Revenue: \$1,030.67 As a % of Total: 2.97%



Period: 8/1/2025 to 8/31/2025

		Cash Fa	ares	Day Passe	es Sold		Passes A	ccepted			Fre	e			Sp	ecial Reve	nues			Statisti	cs	Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single- Ride	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Orange 2	578	248	0	65	34	224	192	12	0	24	3	0	7	2	1	818	28	10	11	70	0	2,246
Brown 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	359	357	0	72	82	471	262	12	0	23	0	1	13	2	5	423	140	356	17	48	0	2,578
Green 4A	227	202	0	49	67	326	146	11	0	21	0	0	11	3	50	244	152	246	24	28	0	1,755
Blue 5	333	156	1	128	27	248	284	3	0	38	0	2	22	0	0	26	75	2	10	50	0	1,344
Purple 6	247	220	0	73	37	149	117	31	0	63	0	0	7	8	9	74	1,546	18	38	40	0	2,599
Gold 8	22	13	2	15	10	30	19	4	0	0	0	0	2	0	2	79	5	10	6	17	0	211
Silver 9	69	41	0	0	1	16	32	3	0	1	0	0	0	1	16	797	98	6	4	12	0	1,081
Turquoise 10	167	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2	13	0	169
Yellow 95	7,939	5,184	1	600	248	1,498	1,679	157	0	339	0	4	99	18	24	1,484	399	282	119	397	0	19,954
Specials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total:	9,943	6,421	4	1,002	506	2,962	2,731	233	0	511	3	7	161	34	107	3,945	2,443	930	231	675		31,939

#### **REVENUE:**

Total Revenue: \$31,406.88
Unclassified Revenue: \$900.09
As a % of Total: 2.87%



Period: 9/1/2019 to 9/30/2019

	Cash Fares		ares	Day Passe	s Sold		Passes A	ccepted			Free	e			Sp	ecial Reve	nues			Statisti	cs	Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Paper Passes	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	803	413	0	45	27	355	153	17	107	18	2	0	10	76	20	1,883	52	53	15	49	3	4,034
Brown 3	80	48	40	16	26	144	31	4	2	17	0	0	7	0	2	196	0	3	9	12	3	576
Green 4	291	416	0	52	84	516	370	18	68	22	13	0	8	40	130	362	61	1,181	6	38	2	3,632
Green 4A	224	236	0	22	79	354	207	22	51	3	13	0	0	16	122	348	40	609	1	21	2	2,346
Blue 5	324	210	0	74	89	506	99	4	41	40	3	0	10	1	4	56	91	6	7	1	9	1,558
Purple 6	347	280	0	39	45	254	70	3	68	152	3	0	1	118	18	119	2,154	57	59	60	3	3,728
Gold 8	50	23	12	21	18	50	22	3	1	13	0	0	2	1	1	118	1	13	5	4	1	337
Silver 9	116	23	0	4	0	2	1	5	111	0	0	0	0	3	0	1,704	2	0	0	1	0	1,971
Turquoise 10	215	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	6	6	0	218
Yellow 95	6,823	5,666	0	510	269	2,053	1,112	30	1,588	114	13	0	28	820	189	2,086	558	386	95	267	21	22,245
Grand Total:	9,272	7,317	52	783	637	4,234	2,065	106	2,037	380	47		66	1,075	486	6,872	2,959	2,308	203	459	44	40,644

#### **REVENUE:**

Total Revenue: \$30,763.33 Unclassified Revenue: \$1,371.77 As a % of Total: 4.46%



Period: 9/1/2024 to 9/30/2024

		Cash Fa	ares	Day Passe	s Sold		Passes A	ccepted			Free	е			Sp	ecial Reve	nues			Statisti	cs	Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single- Ride	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	717	421	0	53	19	319	186	8	0	22	1	1	24	1	2	1,864	40	55	11	90	0	3,733
Green 4	400	351	0	125	76	583	244	5	0	35	1	0	15	4	50	362	105	531	6	93	0	2,887
Green 4A	288	368	0	62	99	380	101	35	0	37	0	0	23	0	2	273	92	519	21	37	0	2,279
Blue 5	244	107	1	111	26	338	218	0	0	17	0	0	2	0	0	53	92	4	1	82	0	1,212
Purple 6	298	254	0	66	31	256	163	13	0	80	0	0	8	1	5	78	1,515	41	47	41	0	2,809
Gold 8	34	15	35	12	5	21	2	0	0	1	0	0	5	0	1	161	11	7	8	4	0	275
Silver 9	109	46	0	9	1	35	58	0	0	1	1	0	0	0	0	1,709	52	0	0	45	0	2,021
Turquoise 10	518	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	0	519
Yellow 95	7,196	5,560	2	606	170	1,798	1,600	101	0	175	5	1	75	8	21	1,562	341	239	88	345	0	19,458
Grand Total:	9,806	7,123	38	1,044	427	3,730	2,572	162	0	368	8	2	152	14	81	6,062	2,248	1,396	182	784		35,195

#### **REVENUE:**

Total Revenue: \$32,182.82 Unclassified Revenue: \$832.98 As a % of Total: 2.59%



Period: 9/1/2025 to 9/30/2025

		Cash F	ares	Day Passe	s Sold		Passes A	ccepted			Free	e			Sp	ecial Reve	nues			Statisti	cs	Total
Route	Basic Cash	Disc Cash	Devia- tions	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single- Ride	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	412	190	0	38	14	179	139	20	0	17	1	0	7	1	6	1,405	33	6	5	91	0	2,468
Green 4	340	321	0	46	103	465	234	15	0	28	0	0	17	0	11	593	172	403	29	33	0	2,748
Green 4A	215	250	0	59	58	365	139	23	0	18	0	5	47	8	134	415	184	227	16	40	0	2,147
Blue 5	237	146	3	81	23	247	229	17	0	16	0	0	26	2	0	24	119	1	21	71	0	1,168
Purple 6	270	235	0	75	51	158	173	14	0	54	0	0	17	6	4	150	1,529	30	20	56	0	2,766
Gold 8	35	15	6	17	12	38	11	6	0	0	1	0	1	0	0	169	0	13	0	10	0	318
Silver 9	120	69	0	6	0	23	48	1	0	3	0	0	9	0	2	1,719	33	18	0	21	0	2,051
Turquoise 10	183	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	183
Yellow 95	7,379	5,209	1	559	256	1,428	1,677	124	0	347	4	2	140	21	38	2,156	450	357	103	476	1	20,147
Grand Total:	9,192	6,435	10	881	517	2,903	2,650	220	0	483	6	7	264	38	195	6,631	2,520	1,055	194	809		33,997

#### **REVENUE:**

Total Revenue: \$29,577.73
Unclassified Revenue: \$769.47
As a % of Total: 2.60%



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

September 3, 2025

#### **Brand Ambassador Report**

#### **Bus and Shelter Ad Program**

- First paid bus interior ads installed in early September for YPIC and Chapman Chevrolet. Bonus Crossroads Mission ad also installed, underwritten by Green Trees Grocery Outlet.
- With the addition of Chapman Chevrolet, the bus **shelter** occupancy level has reached 91% of available spots. Chapman signed a one-year contract for two different interior ads and 12 shelter ads for an annual contract total of \$3,888/mo or \$46,656/year. This makes Chapman our third largest advertiser by dollar amount after Lerner & Rowe and Rafi.
  - Continue prospecting to fill remaining shelter spaces: 2 in Yuma, 2 in San Luis, 2 in Wellton, 4 in Cocopah, 3 in Quechan
- Completed shelter trash can relocations where requested by agencies for both Cocopah and Quechan casino ads.
- Began working with a local vendor (SignPro) for shelter and interior production. We are not unhappy with Convergent Print of Phoenix, but shipping costs on small quantities of items (like shelter ads) are excessive due to "oversize" charges. We were able to obtain competitive pricing in Yuma to avoid those shipping costs.
- Bus exterior wraps are 100% occupied.

#### **Advertising Lease and Advertising License Development Agreements**

- Member entities are waiting on YCIPTA legal review before receiving the agreements for consideration. We met with Elizabeth on June 18, but we have not received a response despite multiple requests for an update.
- Made contact (via SWTA Exec. Dir. Rich Sampson) with James Larusch from Raul V. Bravo & Associates. Mr. Larusch was introduced as a master trainer in the realm of FTA procurement. He provided further resources which indicate that rightof-way cannot be used for in-kind contributions, though we have not been able to verify that directly with FTA.

#### **Bus Monitoring & Inspections**

- Focused attention seems to be improving ADA Callout compliance. We will continue to monitor and improve.
- Perform regular pre-trip inspections watching for cleanliness and presentation issues. Capture photographs and communicate results with contractor managers.



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

#### Brand Management, Marketing, and Administration

- Coordinating various community engagement and sponsorship activities:
  - 10/8 Yuma Community Job & Education Fair, sponsored by YPIC / Arizona@Work, hosted at AWC, free rides for preregistered guests. Filmed a promotional video with YPIC team and cross-posting social media.
  - o 10/22 Senior Wellness & Health Fair, Somerton Senior Ctr, event booth
  - 10/22 Yuma Union HS Special Education Transition Fair, at district office, soapbox pitch and event booth
  - o 10/25 Bridget's Gift, at Cocopah Casino, evening event shuttles
  - 10/25 Community Expo, at Yuma Civic Center, sponsored by Yuma Chamber of Commerce, booth at expo
  - o 10/25 Mayors' International Bike Ride, return shuttles

#### Website

- Building new website layout and migrating content.
  - First migrating content "as is" to ensure continuity
  - Then rewriting web copy and revising site organization.
- Determine limits of free NRTAP Web Builder, any needed paid enhancements
- Research best solutions, builder limits, and plugin options.
- Begin heavy edits and rewrites of content
- Begin integrations with Swiftly, Google, and Transit app
- Begin planning supplemental photo/media needs

#### Recommended Motion. N/A

#### Legal Counsel Review. N/A

Respectfully submitted, Kirt Manuel, Brand Ambassador

For information regarding this agenda item, please contact Shelly Kreger via email to: <a href="mailto:skreger@ycipta.az.gov">skreger@ycipta.az.gov</a> or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger, Transit Director



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>

October 13, 2025

### **Brand Ambassador Report**

#### **Bus and Shelter Ad Program**

- Developing a consistent structure and methodology for monthly, quarterly, and annual reporting to the board of directors. The intent is to provide a dashboardstyle overview of key results, progress toward goals, and anticipated revenue.
- Current Details
  - Bus Wraps
    - Status: 100% filled with paid ads
    - Goal: 100% filled with paid ads. Achieved April 30.
    - Current Revenue: \$28,325/mo or \$339,900 for FY25-26
  - Bus Shelters
    - Status: 91% filled with paid ads
    - Goal: 100% filled with paid, in-kind, or house ads by Nov 30.
    - Current Revenue: \$18,240/mo or \$218,880 for FY25-26
  - Bus Interiors
    - Status: ~70% filled with paid ads
    - Goal: 100% filled with paid, in-kind, or house ads by Dec 31.
    - Current Revenue: \$808/mo or \$9.696 for FY25-26
    - Update: I will be consolidating and redesigning the YCAT information and signage on the bus interiors to optimize usability for riders and to maximize sellable ad space and revenue.
  - In-Kind Use of Shelters:
    - Quechan Tribe has placed short-term ads for events on four occasions and has long-term community messaging posted.
    - Town of Wellton considering use of two Displays.
    - City of San Luis considering use of two Displays and one Side.
    - City of Somerton shelter spaces sold out.
    - City of Yuma shelter spaces sold out (except 1)
    - Cocopah Tribe four unsold spaces will be filled with house ads.



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>

- No Empties
  - Remaining inventory will be filled with YCAT house ads by Dec 31.
- New Revenue
  - Developing additional sellable space and exploring creative options for new revenue channels
    - Preparing to add the bus shelters at San Luis Walmart to YCAT shelter advertising inventory.
    - Considering Rider Guide ads/sponsorships
    - Looking at summer water sponsor

#### Advertising Lease and Advertising License agreements

- Still pending YCIPTA legal review requested on June 18.
- With reasonable confidence, I can say that Fair Rent will not be a revenue stream. Research indicates that right-of-way cannot be considered in this regard.

#### **Bus Monitoring & Inspections**

- ADA Callout compliance continues to improve, recently noted 100% success rate for callouts during regular monitoring.
- Bus cleaning has shown improvement recently as well. Contractor is working on new plan to ensure quality cleaning and bus preparation.

#### **Brand Management, Marketing, and Administration**

- Coordinating various community engagement and sponsorship activities:
  - o 10/08 Yuma Community Job & Education Fair, Arizona@Work, booth
  - o 10/22 Senior Wellness & Health Fair, Somerton Senior Ctr, booth
  - o 10/22 Yuma Union HS Special Education Transition Fair, pitch and booth
  - o 10/25 Bridget's Gift, at Cocopah Casino, evening event shuttles
  - o 10/25 Community Expo, Yuma Chamber of Commerce, booth
  - o 10/25 Mayors' International Bike Ride, return shuttles
  - TBD Toys for Tots w/USMC Reserve
  - TBD Holiday Parades
- Analyze current approved marketing strategy, partnership with Big Cat, and related factors to prioritize increasing ridership and revenue.



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

#### **New Website**

- Defined site architecture and functionality, ensuring mobile-friendly experience.
- Selected content management platform: free NRTAP Web Builder.
- Assessing where the site priorities and technical needs exceed what's available out
  of the box with the NRTAP builder using YCIPTA staff skills.
- Identifying and testing additional software needs to fill feature gaps or to implement desired functionality.
- Connecting site to existing services including Paypal online payments account.
- Researching content requirements for various policies and regulatory topics such as privacy, accessibility, and compliance with California's CCPA/CPRA laws.
   Consulted with YCIPTA legal, but this is not an area of expertise for them.
- Planning for additional photo and media needs.
- Noting content that is acceptable now but can be made better in future revisions.

#### Recommended Motion. N/A

#### Legal Counsel Review. N/A

Respectfully submitted,

Kirt Manuel, Brand Ambassador

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

Approved for submission:

Shelly Kreger, Transit Director



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

## Summary Financial Report as of August 31, 2025

## 1<sup>st</sup> Bank Yuma Reconciled Account Balances

	As of 8/31/2025	As of 8/31/2024	Difference
Greyhound	5,558.66	7,326.37	(1,767.71)
General	382,988.75	63,232.02	319,756.73
Payroll	6,923.78	2,563.06	4,360.72
Fare Revenue	24,690.50	23,145.69	1,544.81
YC Treasurers	reasurers Accou 12,566.81	<u>unt</u> 234,867.79	- (222,300.98)
Greyhound Commissions	230.62	148.27	82.35
Fare Revenue	40,577.34	47,360.81	(6,783.47)
Accounts Payable *	824,999.72	785,848.99	39,150.73
Accounts I ayabic	1,384,560.21	1,159,918.47	224,641.74

<sup>\*</sup>Accounts payable as of 8/31/2025 is \$1,384,560.21 which includes June, July, and August RATP Dev

# Yuma County Intergovernmental Public Transportation Auth. Executive Board P&L August 2025

9:16 AM 10/13/2025 Accrual Basis

	Aug 25	Budget	\$ Over Budget	% of Budget	Jul - Aug 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense									
Income									
40000 · Intergovernmental									
40700 · Miscellaneous Revenues									
40799-3 · Advertising Sales	43,166.96	36,759.16	6,407.80	117.43%	87,214.96	73,518.32	13,696.64	118.63%	441,109.92
40799-4 · Greyhound Commisions - YCIPTA	447.64	291.66	155.98	153.48%	333.60	583.32	-249.72	57.19%	3,499.92
40799-5 · Interest	115.23	333.33	-218.10	34.57%	445.66	666.66	-221.00	66.85%	3,999.96
40799-6 · Miscellaneous Revenues	0.00	291.66	-291.66	0.0%	6.91	583.32	-576.41	1.19%	3,499.92
40700 · Miscellaneous Revenues - Other	3.00				3.00				
Total 40700 · Miscellaneous Revenues	43,732.83	37,675.81	6,057.02	116.08%	88,004.13	75,351.62	12,652.51	116.79%	452,109.72
40900 · Local Funding									
40900-1 · Local Cash Match	0.00	25,408.91	-25,408.91	0.0%	0.00	50,817.82	-50,817.82	0.0%	304,906.92
40900-2 · Local Transit Dues	0.00	70,926.91	-70,926.91	0.0%	1,039,356.32	141,853.82	897,502.50	732.7%	851,122.92
40900-4 · Contributions Public Entities	4,480.00	10,038.33	-5,558.33	44.63%	59,835.00	20,076.66	39,758.34	298.03%	120,459.96
40900-5 · Tribal Route Income	98,147.14	78,100.16	20,046.98	125.67%	196,880.34	156,200.32	40,680.02	126.04%	937,201.92
Total 40900 · Local Funding	102,627.14	184,474.31	-81,847.17	55.63%	1,296,071.66	368,948.62	927,123.04	351.29%	2,213,691.72
41101 · State Grants									
41101-1 · ADOT 5311	0.00	152,750.41	-152,750.41	0.0%	0.00	305,500.82	-305,500.82	0.0%	1,833,004.92
Total 41101 · State Grants	0.00	152,750.41	-152,750.41	0.0%	0.00	305,500.82	-305,500.82	0.0%	1,833,004.9
41300 · Federal Grant Revenue									
41399-1 · FTA 5307	0.00	255,126.91	-255,126.91	0.0%	174,154.00	510,253.82	-336,099.82	34.13%	3,061,522.92
41399-4 · STP Capital Grant	0.00	72,190.00	-72,190.00	0.0%	0.00	144,380.00	-144,380.00	0.0%	866,280.00
Total 41300 · Federal Grant Revenue	0.00	327,316.91	-327,316.91	0.0%	174,154.00	654,633.82	-480,479.82	26.6%	3,927,802.92
Total 40000 · Intergovernmental	146,359.97	702,217.44	-555,857.47	20.84%	1,558,229.79	1,404,434.88	153,794.91	110.95%	8,426,609.28
41000 · Charges for Service									
40100 · Fare Revenue									
40101 · YCAT Fares	40,502.34	38,000.00	2,502.34	106.59%	72,366.19	76,000.00	-3,633.81	95.22%	456,000.00
40190 · On Call Fares	75.00	350.00	-275.00	21.43%	532.95	700.00	-167.05	76.14%	4,200.00
Total 40100 · Fare Revenue	40,577.34	38,350.00	2,227.34	105.81%	72,899.14	76,700.00	-3,800.86	95.05%	460,200.00
Total 41000 · Charges for Service	40,577.34	38,350.00	2,227.34	105.81%	72,899.14	76,700.00	-3,800.86	95.05%	460,200.00
Total Income	186,937.31	740,567.44	-553,630.13	25.24%	1,631,128.93	1,481,134.88	149,994.05	110.13%	8,886,809.28
Gross Profit	186,937.31	740,567.44	-553,630.13	25.24%	1,631,128.93	1,481,134.88	149,994.05	110.13%	8,886,809.28
Expense									

50100 · Salaries and Wages

124 Page 1 of 3

	Aug 25	Budget	\$ Over Budget	% of Budget	Jul - Aug 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
50102 · Regular Salaries and Wage	46,894.41	35,398.16	11,496.25	132.48%	78,219.11	70,796.32	7,422.79	110.49%	424,777.92
50104 · Regular Salaries Paid Leave	1,521.20				3,475.21				
Total 50100 · Salaries and Wages	48,415.61	35,398.16	13,017.45	136.77%	81,694.32	70,796.32	10,898.00	115.39%	424,777.92
50200 · Fringe Benefits									
50201 · FICA- SS & Medicare	3,703.80	3,933.16	-229.36	94.17%	6,249.62	7,866.32	-1,616.70	79.45%	47,197.92
50202 · ASRS	5,809.77	4,247.75	1,562.02	136.77%	9,692.85	8,495.50	1,197.35	114.09%	50,973.00
50203 · Health Insurance	6,277.65	8,200.08	-1,922.43	76.56%	12,555.30	16,400.16	-3,844.86	76.56%	98,400.96
50204 · FUTA	0.60	245.00	-244.40	0.25%	20.13	490.00	-469.87	4.11%	2,940.00
50205 · Life Insurance	157.10	3,933.16	-3,776.06	3.99%	301.00	7,866.32	-7,565.32	3.83%	47,197.92
50208 · Workers Compensation Ins	0.00	125.00	-125.00	0.0%	618.00	250.00	368.00	247.2%	1,500.00
Total 50200 · Fringe Benefits	15,948.92	20,684.15	-4,735.23	77.11%	29,436.90	41,368.30	-11,931.40	71.16%	248,209.80
50300 · Services									
50301-1 · ADA Paratransit	18,788.98	21,892.25	-3,103.27	85.83%	37,918.26	43,784.50	-5,866.24	86.6%	262,707.00
50301-2 · Accounting & Audit	0.00	2,916.66	-2,916.66	0.0%	0.00	5,833.32	-5,833.32	0.0%	34,999.92
50301-3 · Vanpool Subsidy	10,500.00	10,500.00	0.00	100.0%	30,300.00	21,000.00	9,300.00	144.29%	126,000.00
50302 · Advertising	-80.91	4,166.66	-4,247.57	-1.94%	-2,551.32	8,333.32	-10,884.64	-30.62%	49,999.92
50303-1 · Legal Services	-25.00	1,250.00	-1,275.00	-2.0%	1,302.50	2,500.00	-1,197.50	52.1%	15,000.00
50303-2 · Cash Handel/Payroll Processing	308.13	208.33	99.80	147.91%	611.35	416.66	194.69	146.73%	2,499.96
50303-3 · IT Support/Web Development	2,062.00	2,083.33	-21.33	98.98%	2,162.00	4,166.66	-2,004.66	51.89%	24,999.96
50305-0 · Bus Contractor	345,844.43	365,898.08	-20,053.65	94.52%	693,506.96	731,796.16	-38,289.20	94.77%	4,390,776.96
50305-1 · Contract Costs	2,916.66	5,083.33	-2,166.67	57.38%	9,709.62	10,166.66	-457.04	95.51%	60,999.96
50305-2 · Equipment Maintenance	0.00	250.00	-250.00	0.0%	0.00	500.00	-500.00	0.0%	3,000.00
50305-3 · Office Equip Repair	0.00	150.00	-150.00	0.0%	1,240.00	300.00	940.00	413.33%	1,800.00
50305-4 · Vehicle Repair & Maintance	21,195.28	6,666.66	14,528.62	317.93%	42,495.98	13,333.32	29,162.66	318.72%	79,999.92
50305-5 · Building Repairs & Maintance	0.00	1,500.00	-1,500.00	0.0%	380.00	3,000.00	-2,620.00	12.67%	18,000.00
50305-6 · Communications/Radio Service	0.00	1,666.66	-1,666.66	0.0%	0.00	3,333.32	-3,333.32	0.0%	19,999.92
50305-7 · Grounds Keeping/Pest Control	0.00	41.66	-41.66	0.0%	0.00	83.32	-83.32	0.0%	499.92
50305-8 · Software Updates/Maintenance	45,745.20	7,333.33	38,411.87	623.8%	45,745.20	14,666.66	31,078.54	311.9%	87,999.96
50307 · Security Services	0.00	41.66	-41.66	0.0%	0.00	83.32	-83.32	0.0%	499.92
Total 50300 · Services	447,254.77	431,648.61	15,606.16	103.62%	862,820.55	863,297.22	-476.67	99.95%	5,179,783.32
50400 · Materials and Supplies									
50401 · Fuel, Oil, Lubricants	46,456.95	54,166.66	-7,709.71	85.77%	94,074.85	108,333.32	-14,258.47	86.84%	649,999.92
50499-1 · Office Supplies	390.13	250.00	140.13	156.05%	1,600.07	500.00	1,100.07	320.01%	3,000.00
50499-2 · Postage	94.06	83.33	10.73	112.88%	183.09	166.66	16.43	109.86%	999.96
50499-3 · Printing	212.25	2,083.33	-1,871.08	10.19%	892.72	4,166.66	-3,273.94	21.43%	24,999.96
50499-4 · Misc Materials & Supplies	0.00	125.00	-125.00	0.0%	0.00	250.00	-250.00	0.0%	1,500.00
Total 50400 · Materials and Supplies	47,153.39	56,708.32	-9,554.93	83.15%	96,750.73	113,416.64	-16,665.91	85.31%	680,499.84
50500 · Utilities									
50501 · Electricty	1,748.34	1,500.00	248.34	116.56%	3,204.53	3,000.00	204.53	106.82%	18,000.00
50502-1 · Refuse Disposal	300.16	283.33	16.83	105.94%	532.37	566.66	-34.29	93.95%	3,399.96
50502-2 · Water - Offices	147.95	150.00	-2.05	98.63%	319.83	300.00	19.83	106.61%	1,800.00
50502-3 · Water-Land	0.00	333.33	-333.33	0.0%	0.00	666.66	-666.66	0.0%	3,999.96
Total 50500 · Utilities	2,196.45	2,266.66	-70.21	96.9%	4,056.73	4,533.32	-476.59	89.49%	27,199.92
	-,	,			,	,			,

	Aug 25	Budget	\$ Over Budget	% of Budget	Jul - Aug 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
50600 · Casualty and Liability Insuranc									
50608-1 · Gen Liab Insurance	5,367.92	583.33	4,784.59	920.22%	5,367.92	1,166.66	4,201.26	460.11%	6,999.96
50608-2 · Prof. Liability Insurance	7,124.93	791.66	6,333.27	900.0%	7,124.93	1,583.32	5,541.61	450.0%	9,499.92
50608-3 · Automobile Insurance	6,755.09	750.00	6,005.09	900.68%	6,755.09	1,500.00	5,255.09	450.34%	9,000.00
50608-4 · Property Insurance	500.99	50.00	450.99	1,001.98%	500.99	100.00	400.99	500.99%	600.00
Total 50600 · Casualty and Liability Insuranc	19,748.93	2,174.99	17,573.94	908.0%	19,748.93	4,349.98	15,398.95	454.0%	26,099.88
50900 · Miscellaneous Expenses									
50901 · Memberships/Dues/Subcriptions	3.29	1,666.66	-1,663.37	0.2%	11,658.48	3,333.32	8,325.16	349.76%	19,999.92
50902 · Travel Expenses	643.05	2,083.33	-1,440.28	30.87%	1,644.11	4,166.66	-2,522.55	39.46%	24,999.96
50906 · Finance Charges/Penalties	61.61	20.00	41.61	308.05%	732.46	40.00	692.46	1,831.15%	240.00
50999-1 · License and Permits	0.00	8.33	-8.33	0.0%	80.00	16.66	63.34	480.19%	99.96
50999-2 · Training/Education	0.00	1,250.00	-1,250.00	0.0%	450.00	2,500.00	-2,050.00	18.0%	15,000.00
50999-3 · Other Misc Expense	20.00	291.66	-271.66	6.86%	40.00	583.32	-543.32	6.86%	3,499.92
50999-5 · Telephone/Internet	688.07	433.33	254.74	158.79%	1,912.85	866.66	1,046.19	220.72%	5,199.96
Total 50900 · Miscellaneous Expenses	1,416.02	5,753.31	-4,337.29	24.61%	16,517.90	11,506.62	5,011.28	143.55%	69,039.72
51200 · Leases and Rentals									
51212-1 · Building Lease	4,400.00	4,400.00	0.00	100.0%	8,800.00	8,800.00	0.00	100.0%	52,800.00
51212-2 · Leases Rental Equipment	0.00	29.16	-29.16	0.0%	70.40	58.32	12.08	120.71%	349.92
51212-4 · Lease	2,000.00	2,000.00	0.00	100.0%	4,000.00	4,000.00	0.00	100.0%	24,000.00
Total 51200 · Leases and Rentals	6,400.00	6,429.16	-29.16	99.55%	12,870.40	12,858.32	12.08	100.09%	77,149.92
51600 ⋅ Capital Outlay									
51600-3 · Buildings/Mutli Modal Center	0.00	87,824.58	-87,824.58	0.0%	0.00	175,649.16	-175,649.16	0.0%	1,053,894.96
51600-5 · Automobiles	0.00	29,166.66	-29,166.66	0.0%	0.00	58,333.32	-58,333.32	0.0%	349,999.92
51600-6 · Furniture and Equipment	16,737.63	64,789.25	-48,051.62	25.83%	25,989.18	129,578.50	-103,589.32	20.06%	777,471.00
Total 51600 · Capital Outlay	16,737.63	181,780.49	-165,042.86	9.21%	25,989.18	363,560.98	-337,571.80	7.15%	2,181,365.88
Total Expense	605,271.72	742,843.85	-137,572.13	81.48%	1,149,885.64	1,485,687.70	-335,802.06	77.4%	8,914,126.20
Net Ordinary Income	-418,334.41	-2,276.41	-416,058.00	18,376.94%	481,243.29	-4,552.82	485,796.11	-10,570.22%	-27,316.92
Net Income	-418,334.41	-2,276.41	-416,058.00	18,376.94%	481,243.29	-4,552.82	485,796.11	-10,570.22%	-27,316.92

126 Page 3 of 3

## A/R Aging Detail

As of August 31, 2025

3:54 PM

10/10/2025

	Туре	Date	Num	Name	Terms	Aging	Open Balance
Current							
	Invoice	08/31/2025	GTG-0831	Green Trees Grocery			558.75
	Invoice	08/21/2025	AUG-2025	Food City #127	Net 15		845.50
	Invoice	08/31/2025	RAFI-AUG25	Rafi Law Group	Net 30		12,000.00
	Invoice	08/31/2025	OTM-AUG25	On Target Media	Net 30		20,960.00
	Invoice	08/31/2025	CTPN-0831	Citrine Law	Net 30		1,975.00
	Invoice	08/31/2025	DES-AD0831	Yuma Investment Group	Net 30		300.00
	Invoice	08/31/2025	AUG-AD0831	Project X Media, Inc.	Net 30		2,537.99
	Invoice	08/31/2025	AUG-2025	Catalyst Marketing(Quechan)	Net 30		2,730.00
	Invoice	08/31/2025	NOV-AUG25	Nova Home Loans	Net 30		2,400.00
	Invoice	08/31/2025	CIT-AUG25	Cocopah Tribe (c)	Net 30		37,317.71
	Invoice	08/31/2025	QIT-AUG25	Quechan Indian Tribe (c)	Net 30		60,829.43
Total Current							142,454.38
1 - 30							
	Invoice	08/04/2025	FCT114-AUG	Food City #114		27	1,246.87
	Invoice	08/15/2025	CHV-INST	Chapman Chevrolet		16	2,422.86
	Invoice	07/31/2025	RAFIJuly25	Rafi Law Group	Net 30	1	12,000.00
	Invoice	07/31/2025	Jul-AD0731	Project X Media, Inc.	Net 30	1	3,300.00
	Invoice	07/31/2025	July-2025	Catalyst Marketing(Quechan)	Net 30	1	2,730.00
Total 1 - 30							21,699.73
31 - 60							
	Invoice	06/30/2025	RAFIJun2025	Rafi Law Group	Net 30	32	12,000.00
	Invoice	06/30/2025	Jun-AD0630	Project X Media, Inc.	Net 30	32	3,300.00
	Invoice	06/30/2025	ADOT-June25	ADOT 5311		31	103,718.89
	Invoice	07/01/2025	COS-FY2025	City of San Luis (c)	Net 30	31	141,950.44
	Invoice	07/31/2025	CIT-JULY25	Cocopah Tribe (c)	Due on receipt	31	38,259.81
	Invoice	07/31/2025	FTA-JULY25	FTA		31	125,187.00
	Invoice	07/31/2025	FTA-JULY25	FTA		31	42,660.00
	Invoice	07/31/2025	FTA-EST	FTA		31	6,307.00
Total 31 - 60							473,383.14

	Туре	Date	Num	Name	Terms	Aging	Open Balance
61 - 90				-			
	Invoice	07/01/2025	CIT-FY2026	Cocopah Tribe (c)	Due on receipt	61	82,528.53
Total 61 - 90							82,528.53
> 90							
	General Journal	06/30/2014	SKFY14 EOY	Genral Journal Entry			-0.01
	General Journal	06/30/2016	SKFY14 EOYR	Genral Journal Entry			0.01
	General Journal	06/30/2018	CM18JUN19	Creative Bus Sales, Inc-A/R			28,242.34
	General Journal	07/01/2018	CM19JUL09	Creative Bus Sales, Inc-A/R			-28,242.34
	Invoice	11/30/2023	FTANOV23-7	FTA		640	32.00
	Payment	01/09/2024	TR#175459-175460	Quechan Indian Tribe (c)			-8.92
	Credit Memo	02/29/2024	FEB24-A4	FTA		549	-69.00
	Payment	05/01/2024	ACH	Project X Media, Inc.			-762.01
	Invoice	06/30/2024	JUN24-A4-2	FTA		427	32.00
	Invoice	07/01/2024	CIT FY2025	Cocopah Tribe (c)	Due on receipt	426	80,124.79
	General Journal	07/01/2024	MG24JUL01	Cocopah Tribe (c)			-80,124.79
	Payment	08/12/2024	TR#178781	FTA			-32.00
	Invoice	05/31/2025	MAY 2025	ADOT 5311		92	105,741.87
Total > 90							104,933.94
TOTAL							824,999.72

#### A/P Aging Detail

As of August 31, 2024 Name

**Due Date** 

Class

Split

Type

61 - 90 Total 61 - 90 > 90 Total > 90 Date

Num

Current Bill 08/01/2024 Stmnt End 08/25/2024 U.S. Bank Corporate Payment Center 08/31/2024 20101-9 · US Bank - Shelly Purchasing 478.24 Bill 08/01/2024 August 2024 Purchase Power 08/31/2024 50499-2 · Postage 60.00 Bill 08/12/2024 700502713 Century Link Business Services 09/11/2024 50999-5 · Telephone/Internet 2.67 Bill 08/15/2024 CL39980 Sellers Petroleum 09/14/2024 -SPLIT-24,208.06 Bill 08/15/2024 0039980-IN Sellers Petroleum 09/14/2024 50401 · Fuel, Oil, Lubricants 1,076.47 Bill 08/21/2024 1894 24 Karat Engraving and Awards LLC 09/20/2024 50499-4 · Misc Materials & Supplies 20.06 Bill 08/21/2024 1895 24 Karat Engraving and Awards LLC 09/20/2024 50499-4 · Misc Materials & Supplies 146.36 Bill 08/21/2024 Benesch, Shadle & White, PLC 09/20/2024 August 2024-11-142 50303-1 · Legal Services 200.00 Bill 08/22/2024 189540901082124 Time Warner Cable 09/21/2024 50999-5 · Telephone/Internet 129.98 Bill 08/25/2024 0466-002562656 Republic Services 09/24/2024 50502-1 · Refuse Disposal 263.66 Bill 08/25/2024 STMNT END 08/25/2024 U.S. Bank Corporate Payment Center 09/24/2024 20103-1 · US Bank - David CC 231.70 Bill 08/25/2024 Stmnt End 8/25/2024 Corporate Payment Systems-7083 09/24/2024 21009 · US Bank - Shelly Travel 1,869.06 Bill 08/26/2024 Stmnt End 8/25/24 U.S. Bank Corporate Payment Center 09/25/2024 20101-5 · US Bank - Carol Purchasing 389.50 Bill 08/28/2024 8-611-75977 09/27/2024 50499-2 · Postage 17.28 Bill 08/31/2024 August 2024 City of Yuma Utility Services 09/30/2024 50502-2 · Water - Offices 120.88 Bill Solutions for Transit 09/30/2024 50305-1 · Contract Costs 08/31/2024 24-0905YCIPTA 2,916.66 Bill 08/31/2024 San Luis News 09/30/2024 50302 · Advertising 498.20 Bill 08/31/2024 August 2024 APS 09/30/2024 50501 · Electricty 1,728.62 Bill 08/31/2024 151152-008-08-2024 FlixBus 09/30/2024 40799-4 · Greyhound Commisions - YCIPTA 1,043.54 Bill 08/31/2024 9972838937 Verizon Wireless 09/30/2024 50999-5 · Telephone/Internet 210.82 Bill 08/31/2024 7753 Big Cat Advertising 09/30/2024 50302 · Advertising 2,496.43 Bill 08/31/2024 168560448199 09/30/2024 10,500.00 Commute with Enterprise 50301-3 · Vanpool Subsidy Bill 08/31/2024 CL40426 Sellers Petroleum 09/30/2024 -SPLIT-25,461.36 Bill 08/31/2024 0040426-IN Sellers Petroleum 09/30/2024 50401 · Fuel, Oil, Lubricants 1,141.94 Bill 08/31/2024 08OYU24 RATP DEV 09/30/2024 -SPLIT-378,281.85 Total Current 453,493.34 1 - 30 Bill Pmt -Check 08/19/2024 7377 Money Handling Machines 10200 · 1st Bank Yuma - General II 2891 -1,145.00 Bill 07/31/2024 3106787418 Pitney Bowes. 08/30/2024 51212-2 · Leases Rental Equipment 70.40 Bill RATP DEV -SPLIT-07/31/2024 07OYU24 08/30/2024 371,393.16 Bill Pmt -Check 08/30/2024 7386 Alberto Tiznado 10200 · 1st Bank Yuma - General II 2891 -2.000.00 Bill Pmt -Check 08/30/2024 7391 Milton Euhus 10200 · 1st Bank Yuma - General II 2891 -4.400.00 Total 1 - 30 363,918.56 31 - 60 Bill RATP DEV -SPLIT-06/30/2024 06OYU24 07/30/2024 32 339,506.57 Total 31 - 60 339.506.57

129 Page 1 of 2

3:30 PM

10/10/2025

Open Balance

Aging

 Type
 Date
 Num
 Name
 Due Date
 Class
 Split
 Aging
 Open Balance

 TOTAL
 1,156,918.47



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

## Summary Financial Report as of September 31, 2025

## 1<sup>st</sup> Bank Yuma Reconciled Account Balances

	As of 9/31/2025	As of 9/31/2024	Difference						
Greyhound	6,789.11	7,550.55	(761.44)						
General	71,471.93	60,892.83	10,579.10						
Payroll	32,263.09	2,431.68	29,831.41						
Fare Revenue	6,611.13	20,443.02	(13,831.89)						
Treasurers Account YC Treasurers 16,464.34 231,007.35 (214,543.01)									
Greyhound Commissions	230.62	148.27	82.35						
Fare Revenue	31,985.41	32,939.23	(953.82)						
Accounts Payable *	233,054.48	746,394.19	(513,339.71)						
Accounts Fayable	1,258,466.43	1,159,918.47	98,547.96						

<sup>\*</sup>Accounts payable as of 9/31/2025 is \$1,190,308.73 which includes July, and August,September RATP Dev

## Yuma County Intergovernmental Public Transportation Auth. Executive Board P&L September 2025

10:22 AM 10/15/2025 Accrual Basis

	Sep 25	Budget	\$ Over Budget	% of Budget	Jul - Sep 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense									
Income									
40000 · Intergovernmental									
40700 · Miscellaneous Revenues									
40799-3 · Advertising Sales	0.00	36,759.16	-36,759.16	0.0%	87,214.96	110,277.48	-23,062.52	79.09%	441,109.92
40799-4 · Greyhound Commisions - YCIPTA	243.10	291.66	-48.56	83.35%	576.70	874.98	-298.28	65.91%	3,499.92
40799-5 · Interest	346.07	333.33	12.74	103.82%	791.73	999.99	-208.26	79.17%	3,999.96
40799-6 · Miscellaneous Revenues	310.96	291.66	19.30	106.62%	317.87	874.98	-557.11	36.33%	3,499.92
40700 · Miscellaneous Revenues - Other	50.00				53.00		·		
Total 40700 · Miscellaneous Revenues	950.13	37,675.81	-36,725.68	2.52%	88,954.26	113,027.43	-24,073.17	78.7%	452,109.72
40900 · Local Funding									
40900-1 · Local Cash Match	0.00	25,408.91	-25,408.91	0.0%	0.00	76,226.73	-76,226.73	0.0%	304,906.92
40900-2 · Local Transit Dues	0.00	70,926.91	-70,926.91	0.0%	1,039,356.32	212,780.73	826,575.59	488.46%	851,122.92
40900-4 · Contributions Public Entities	0.00	10,038.33	-10,038.33	0.0%	59,835.00	30,114.99	29,720.01	198.69%	120,459.96
40900-5 · Tribal Route Income	0.00	78,100.16	-78,100.16	0.0%	196,880.34	234,300.48	-37,420.14	84.03%	937,201.92
Total 40900 · Local Funding	0.00	184,474.31	-184,474.31	0.0%	1,296,071.66	553,422.93	742,648.73	234.19%	2,213,691.72
41101 · State Grants									
41101-1 · ADOT 5311	0.00	152,750.41	-152,750.41	0.0%	0.00	458,251.23	-458,251.23	0.0%	1,833,004.92
Total 41101 · State Grants	0.00	152,750.41	-152,750.41	0.0%	0.00	458,251.23	-458,251.23	0.0%	1,833,004.92
41300 · Federal Grant Revenue									
41399-1 · FTA 5307	43,561.00	255,126.91	-211,565.91	17.07%	217,715.00	765,380.73	-547,665.73	28.45%	3,061,522.92
41399-4 · STP Capital Grant	0.00	72,190.00	-72,190.00	0.0%	0.00	216,570.00	-216,570.00	0.0%	866,280.00
Total 41300 · Federal Grant Revenue	43,561.00	327,316.91	-283,755.91	13.31%	217,715.00	981,950.73	-764,235.73	22.17%	3,927,802.92
Total 40000 · Intergovernmental	44,511.13	702,217.44	-657,706.31	6.34%	1,602,740.92	2,106,652.32	-503,911.40	76.08%	8,426,609.28
41000 · Charges for Service									
40100 · Fare Revenue									
40101 · YCAT Fares	31,592.85	38,000.00	-6,407.15	83.14%	103,959.04	114,000.00	-10,040.96	91.19%	456,000.00
40190 · On Call Fares	392.56	350.00	42.56	112.16%	925.51	1,050.00	-124.49	88.14%	4,200.00
Total 40100 · Fare Revenue	31,985.41	38,350.00	-6,364.59	83.4%	104,884.55	115,050.00	-10,165.45	91.16%	460,200.00
Total 41000 · Charges for Service	31,985.41	38,350.00	-6,364.59	83.4%	104,884.55	115,050.00	-10,165.45	91.16%	460,200.00
Total Income	76,496.54	740,567.44	-664,070.90	10.33%	1,707,625.47	2,221,702.32	-514,076.85	76.86%	8,886,809.28
Gross Profit	76,496.54	740,567.44	-664,070.90	10.33%	1,707,625.47	2,221,702.32	-514,076.85	76.86%	8,886,809.28
Expense									

	San 25	Dudast	\$ Over Budget	% of Product	lul Pom 25	VTD Pdast	\$ Over Budget	% of Product	Annual Budget
	Sep 25	Budget	\$ Over Budget	% of Budget	Jul - Sep 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
50100 · Salaries and Wages			. === -						
50102 · Regular Salaries and Wage	30,688.21	35,398.16	-4,709.95	86.69%	108,907.32	106,194.48	2,712.84	102.56%	424,777.92
50104 · Regular Salaries Paid Leave	1,588.90				5,064.11				
Total 50100 · Salaries and Wages	32,277.11	35,398.16	-3,121.05	91.18%	113,971.43	106,194.48	7,776.95	107.32%	424,777.92
50200 · Fringe Benefits									
50201 · FICA- SS & Medicare	2,469.20	3,933.16	-1,463.96	62.78%	8,718.82	11,799.48	-3,080.66	73.89%	47,197.92
50202 · ASRS	3,873.18	4,247.75	-374.57	91.18%	13,566.03	12,743.25	822.78	106.46%	50,973.00
50203 · Health Insurance	8,427.75	8,200.08	227.67	102.78%	20,983.05	24,600.24	-3,617.19	85.3%	98,400.96
50204 · FUTA	0.00	245.00	-245.00	0.0%	20.13	735.00	-714.87	2.74%	2,940.00
50205 · Life Insurance	150.50	3,933.16	-3,782.66	3.83%	451.50	11,799.48	-11,347.98	3.83%	47,197.92
50208 · Workers Compensation Ins	0.00	125.00	-125.00	0.0%	618.00	375.00	243.00	164.8%	1,500.00
Total 50200 · Fringe Benefits	14,920.63	20,684.15	-5,763.52	72.14%	44,357.53	62,052.45	-17,694.92	71.48%	248,209.80
50300 · Services									
50301-1 · ADA Paratransit	20,226.03	21,892.25	-1,666.22	92.39%	58,144.29	65,676.75	-7,532.46	88.53%	262,707.00
50301-2 · Accounting & Audit	0.00	2,916.66	-2,916.66	0.0%	0.00	8,749.98	-8,749.98	0.0%	34,999.92
50301-3 · Vanpool Subsidy	9,600.00	10,500.00	-900.00	91.43%	39,900.00	31,500.00	8,400.00	126.67%	126,000.00
50302 · Advertising	1,567.60	4,166.66	-2,599.06	37.62%	-983.72	12,499.98	-13,483.70	-7.87%	49,999.92
50303-1 · Legal Services	1,200.00	1,250.00	-50.00	96.0%	2,502.50	3,750.00	-1,247.50	66.73%	15,000.00
50303-2 · Cash Handel/Payroll Processing	205.42	208.33	-2.91	98.6%	816.77	624.99	191.78	130.69%	2,499.96
50303-3 · IT Support/Web Development	2,079.85	2,083.33	-3.48	99.83%	4,241.85	6,249.99	-2,008.14	67.87%	24,999.96
50305-0 · Bus Contractor	366,314.81	365,898.08	416.73	100.11%	1,059,821.77	1,097,694.24	-37,872.47	96.55%	4,390,776.96
50305-1 · Contract Costs	2,974.41	5,083.33	-2,108.92	58.51%	12,684.03	15,249.99	-2,565.96	83.17%	60,999.96
50305-2 · Equipment Maintenance	1,275.24	250.00	1,025.24	510.1%	1,275.24	750.00	525.24	170.03%	3,000.00
50305-3 · Office Equip Repair	719.25	150.00	569.25	479.5%	1,959.25	450.00	1,509.25	435.39%	1,800.00
50305-4 · Vehicle Repair & Maintance	0.00	6,666.66	-6,666.66	0.0%	42,495.98	19,999.98	22,496.00	212.48%	79,999.92
50305-5 · Building Repairs & Maintance	532.99	1,500.00	-967.01	35.53%	912.99	4,500.00	-3,587.01	20.29%	18,000.00
50305-6 · Communications/Radio Service	18,816.00	1,666.66	17,149.34	1,128.97%	18,816.00	4,999.98	13,816.02	376.32%	19,999.92
50305-7 · Grounds Keeping/Pest Control	0.00	41.66	-41.66	0.0%	0.00	124.98	-124.98	0.0%	499.92
50305-8 · Software Updates/Maintenance	0.00	7,333.33	-7,333.33	0.0%	45,745.20	21,999.99	23,745.21	207.93%	87,999.96
50307 · Security Services	699.07	41.66	657.41	1,678.04%	699.07	124.98	574.09	559.35%	499.92
Total 50300 · Services	426,210.67	431,648.61	-5,437.94	98.74%	1,289,031.22	1,294,945.83	-5,914.61	99.54%	5,179,783.32
50400 · Materials and Supplies									
50401 · Fuel, Oil, Lubricants	48,072.45	54,166.66	-6,094.21	88.75%	142,147.30	162,499.98	-20,352.68	87.48%	649,999.92
50499-1 · Office Supplies	468.08	250.00	218.08	187.23%	2,068.15	750.00	1,318.15	275.75%	3,000.00
50499-2 · Postage	108.54	83.33	25.21	130.25%	291.63	249.99	41.64	116.66%	999.96
50499-3 · Printing	1,567.19	2,083.33	-516.14	75.23%	2,459.91	6,249.99	-3,790.08	39.36%	24,999.96
50499-4 · Misc Materials & Supplies	280.95	125.00	155.95	224.76%	280.95	375.00	-94.05	74.92%	1,500.00
Total 50400 · Materials and Supplies	50,497.21	56,708.32	-6,211.11	89.05%	147,247.94	170,124.96	-22,877.02	86.55%	680,499.84
50500 · Utilities	30,437.21	30,700.32	-0,211.11	09.0370	147,247.34	170,124.30	-22,011.02	00.5570	000,499.04
50501 · Electricty	1,487.54	1,500.00	-12.46	99.17%	4,692.07	4,500.00	192.07	104.27%	18,000.00
-	333.16	283.33	-12.46 49.83	117.59%	4,692.07 865.53	4,500.00 849.99			
50502-1 · Refuse Disposal 50502-2 · Water - Offices	132.74	283.33 150.00	49.83 -17.26	88.49%	452.57	849.99 450.00	15.54 2.57	101.83%	3,399.96
50502-2 · Water - Offices 50502-3 · Water-Land			-17.26 -333.33	88.49% 0.0%	452.57 0.00	450.00 999.99	-999.99	100.57% 0.0%	1,800.00
	0.00	333.33							3,999.96
Total 50500 · Utilities	1,953.44	2,266.66	-313.22	86.18%	6,010.17	6,799.98	-789.81	88.39%	27,199.92
50600 · Casualty and Liability Insuranc									

	Sep 25	Budget	\$ Over Budget	% of Budget	Jul - Sep 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
50608-1 · Gen Liab Insurance	0.00	583.33	-583.33	0.0%	5,367.92	1,749.99	3,617.93	306.74%	6,999.96
50608-2 · Prof. Liability Insurance	0.00	791.66	-791.66	0.0%	7,124.93	2,374.98	4,749.95	300.0%	9,499.92
50608-3 · Automobile Insurance	0.00	750.00	-750.00	0.0%	6,755.09	2,250.00	4,505.09	300.23%	9,000.00
50608-4 · Property Insurance	0.00	50.00	-50.00	0.0%	500.99	150.00	350.99	333.99%	600.00
Total 50600 · Casualty and Liability Insuranc	0.00	2,174.99	-2,174.99	0.0%	19,748.93	6,524.97	13,223.96	302.67%	26,099.88
50900 · Miscellaneous Expenses									
50901 · Memberships/Dues/Subcriptions	0.00	1,666.66	-1,666.66	0.0%	11,658.48	4,999.98	6,658.50	233.17%	19,999.92
50902 · Travel Expenses	0.00	2,083.33	-2,083.33	0.0%	1,644.11	6,249.99	-4,605.88	26.31%	24,999.96
50906 · Finance Charges/Penalties	0.00	20.00	-20.00	0.0%	732.46	60.00	672.46	1,220.77%	240.00
50999-1 · License and Permits	0.00	8.33	-8.33	0.0%	80.00	24.99	55.01	320.13%	99.96
50999-2 · Training/Education	0.00	1,250.00	-1,250.00	0.0%	450.00	3,750.00	-3,300.00	12.0%	15,000.00
50999-3 · Other Misc Expense	20.00	291.66	-271.66	6.86%	60.00	874.98	-814.98	6.86%	3,499.92
50999-5 · Telephone/Internet	457.15	433.33	23.82	105.5%	2,370.00	1,299.99	1,070.01	182.31%	5,199.96
50900 · Miscellaneous Expenses - Other	3.29				3.29				
Total 50900 · Miscellaneous Expenses	480.44	5,753.31	-5,272.87	8.35%	16,998.34	17,259.93	-261.59	98.48%	69,039.72
51200 · Leases and Rentals									
51212-1 · Building Lease	4,400.00	4,400.00	0.00	100.0%	13,200.00	13,200.00	0.00	100.0%	52,800.00
51212-2 · Leases Rental Equipment	0.00	29.16	-29.16	0.0%	70.40	87.48	-17.08	80.48%	349.92
51212-4 · Lease	2,000.00	2,000.00	0.00	100.0%	6,000.00	6,000.00	0.00	100.0%	24,000.00
Total 51200 · Leases and Rentals	6,400.00	6,429.16	-29.16	99.55%	19,270.40	19,287.48	-17.08	99.91%	77,149.92
51600 · Capital Outlay									
51600-3 · Buildings/Mutli Modal Center	0.00	87,824.58	-87,824.58	0.0%	0.00	263,473.74	-263,473.74	0.0%	1,053,894.96
51600-5 · Automobiles	0.00	29,166.66	-29,166.66	0.0%	0.00	87,499.98	-87,499.98	0.0%	349,999.92
51600-6 · Furniture and Equipment	0.00	64,789.25	-64,789.25	0.0%	25,989.18	194,367.75	-168,378.57	13.37%	777,471.00
Total 51600 · Capital Outlay	0.00	181,780.49	-181,780.49	0.0%	25,989.18	545,341.47	-519,352.29	4.77%	2,181,365.88
Total Expense	532,739.50	742,843.85	-210,104.35	71.72%	1,682,625.14	2,228,531.55	-545,906.41	75.5%	8,914,126.20
Net Ordinary Income	-456,242.96	-2,276.41	-453,966.55	20,042.21%	25,000.33	-6,829.23	31,829.56	-366.08%	-27,316.92
Net Income	-456,242.96	-2,276.41	-453,966.55	20,042.21%	25,000.33	-6,829.23	31,829.56	-366.08%	-27,316.92

135 Page 3 of 3

## Yuma County Intergovernmental Public Transportation Auth. A/R Aging Detail

2:34 PM 10/15/2025

As of September 30, 2025

> 90

	Туре	Date	Num	Name	Terms	Aging	Open Balance
Current							
	Invoice	08/31/2025	RAFI-AUG25	Rafi Law Group	Net 30		12,000.00
	Invoice	08/31/2025	OTM-AUG25	On Target Media	Net 30		20,960.00
	Invoice	08/31/2025	AUG-AD0831	Project X Media, Inc.	Net 30		2,537.99
	Invoice	08/31/2025	AUG-2025	Catalyst Marketing(Quechan)	Net 30		2,730.00
	Invoice	08/31/2025	NOV-AUG25	Nova Home Loans	Net 30		2,400.00
	Invoice	08/31/2025	CIT-AUG25	Cocopah Tribe (c)	Net 30		37,317.71
	Invoice	08/31/2025	QIT-AUG25	Quechan Indian Tribe (c)	Net 30		60,829.43
	Invoice	09/30/2025	FTA-AVL	FTA			64.00
Total Current							138,839.13
1 - 30							
	Invoice	08/31/2025	GTG-0831	Green Trees Grocery		30	558.75
	Payment	09/16/2025		FTA			-64.00
Total 1 - 30							494.75
31 - 60							
	Invoice	07/31/2025	RAFIJuly25	Rafi Law Group	Net 30	31	12,000.00
Total 31 - 60							12,000.00
61 - 90							
Total 61 - 90							

136 Page 1 of 2

Туре	Date	Num	Name	Terms	Aging	Open Balance
General Journal	06/30/2014	SKFY14 EOY	Genral Journal Entry			-0.01
General Journal	06/30/2016	SKFY14 EOYR	Genral Journal Entry			0.01
General Journal	06/30/2018	CM18JUN19	Creative Bus Sales, Inc-A/R			28,242.34
General Journal	07/01/2018	CM19JUL09	Creative Bus Sales, Inc-A/R			-28,242.34
Invoice	11/30/2023	FTANOV23-7	FTA		670	32.00
Payment	01/09/2024	TR#175459-175460	Quechan Indian Tribe (c)			-8.92
Credit Memo	02/29/2024	FEB24-A4	FTA		579	-69.00
Payment	05/01/2024	ACH	Project X Media, Inc.			-762.01
Invoice	06/30/2024	JUN24-A4-2	FTA		457	32.00
Invoice	07/01/2024	CIT FY2025	Cocopah Tribe (c)	Due on receipt	456	80,124.79
General Journal	07/01/2024	MG24JUL01	Cocopah Tribe (c)			-80,124.79
Payment	08/12/2024	TR#178781	FTA			-32.00
Invoice	07/01/2025	CIT-FY2026	Cocopah Tribe (c)	Due on receipt	91	82,528.53
						81,720.60
						233,054.48

Total > 90

## Yuma County Intergovernmental Public Transportation Auth. A/P Aging Detail

10:15 AM 10/14/2025

As of September 30, 2025

	Type	Date	Num	Name	Due Date	Class	Split	Aging	Open Balance
Current	Bill	08/31/2025	08OYU25	RATP DEV	09/30/2025		-SPLIT-		385,828.69
	Bill	09/05/2025	1028071131	Pitney Bowes.	10/05/2025		50499-1 · Office Supplies		68.19
	Bill	09/12/2025	September 2025	Purchase Power	10/12/2025		50499-2 · Postage		60.00
	Bill	09/13/2025	2026-00000026	City of Yuma (Health Ins)	10/13/2025		-SPLIT-		8,427.75
	Bill	09/13/2025	701054463	ADP	10/13/2025		50303-2 · Cash Handel/Payroll Processing		102.71
	Bill	09/15/2025	CL46727	Sellers Petroleum	10/15/2025		-SPLIT-		22,349.49
	Bill	09/15/2025	0046727-IN	Sellers Petroleum	10/15/2025		50401 · Fuel, Oil, Lubricants		1.026.43
	Bill	09/19/2025	2026-0031	City of Yuma	10/19/2025		50305-6 · Communications/Radio Service		18,816.00
	Bill	09/22/2025	752506501	Century Link Business Services	10/22/2025		50999-5 · Telephone/Internet		1.93
	Bill	09/22/2025	66915	Sign Pro	10/22/2025		50499-3 · Printing		1,264.02
	Bill	09/22/2025	67123	Sign Pro	10/22/2025		50499-3 · Printing		210.21
	Bill	09/22/2025	284428	Polar Cooling	10/22/2025		50305-5 · Building Repairs & Maintance		532.99
	Bill	09/23/2025	13285	Gila Electronics	10/23/2025		50499-4 · Misc Materials & Supplies		123.52
	Bill	09/25/2025	9-005-80264	FedEx	10/25/2025		50499-2 · Postage		18.13
	Bill	09/25/2025	189540901092125	Time Warner Cable	10/25/2025		50999-5 · Telephone/Internet		129.99
	Bill	09/25/2025	0466-002689378	Republic Services	10/25/2025		50502-1 · Refuse Disposal		333.16
	Bill	09/25/2025	Stmnt End 9/25/25	U.S. Bank Corporate Payment Center	10/25/2025		20101-5 · US Bank - Carol Purchasing		395.14
	Bill	09/25/2025	Stmnt End 09/25/25	Corporate Payment Systems - 4365	10/25/2025		20101-6 · US Bank - Carol Travel		6.58
	Bill	09/25/2025	STMNT END 9/25/2025	U.S. Bank Corporate Payment Center	10/25/2025		20103-1 · US Bank - David CC		162.18
	Bill	09/25/2025	Stmnt End 9/25/2025	U.S. Bank Corporate Payment Center	10/25/2025		20101-9 · US Bank - Shelly Purchasing		2,108.96
	Bill	09/26/2025	761229	FRUTH GROUP	10/26/2025		50499-3 · Printing		92.96
	Bill	09/27/2025	702300497	ADP	10/27/2025		50303-2 · Cash Handel/Payroll Processing		102.71
	Bill	09/29/2025	September 2025	City of Yuma Utility Services	10/29/2025		50502-2 · Water - Offices		132.74
	Bill	09/30/2025	CL47142	Sellers Petroleum	10/30/2025		-SPLIT-		23,586.78
	Bill	09/30/2025	0047142-IN	Sellers Petroleum	10/30/2025		50401 · Fuel, Oil, Lubricants		1,109.75
	Bill	09/30/2025	September 2025	APS	10/30/2025		50501 · Electricty		1,487.54
	Bill	09/30/2025	25-1005YCIPTA	Solutions for Transit	10/30/2025		50305-1 · Contract Costs		2,916.66
	Bill	09/30/2025	16795	Kim Joyce & Associates LLC	10/30/2025		50305-1 · Contract Costs		57.75
	Bill	09/30/2025	1516-07R	Metro Marketing, Inc.	10/30/2025		50302 · Advertising		625.00
	Bill	09/30/2025	151152-009-09-2025	FlixBus	10/30/2025		40799-4 · Greyhound Commisions - YCIPTA		1,831.90
	Bill	09/30/2025	09OYU25	RATP DEV	10/30/2025		-SPLIT-		386,540.84
	Bill	09/30/2025	168560448631	Commute with Enterprise	10/30/2025		50301-3 · Vanpool Subsidy		9,600.00
	Bill	09/30/2025	WIRE Fee	1st Bank Yuma	10/30/2025		50999-3 · Other Misc Expense		20.00
Total Current									870,070.70
1 - 30									
	Bill	08/30/2025	700006149	ADP	09/29/2025		50303-2 · Cash Handel/Payroll Processing	1	102.71
Total 1 - 30									102.71
31 - 60									
	Bill	07/11/2025	695456915	ADP	08/10/2025		50303-2 · Cash Handel/Payroll Processing	51	102.71
	Bill	07/30/2025	07OYU25	RATP DEV	08/29/2025		-SPLIT-	32	388,092.51
Total 31 - 60									388,195.22

138 Page 1 of 2

	Type	Date	Num	Name	Due Date	Class	Split	Aging	Open Balance
61 - 90	Bill	07/01/2025	694393567	ADP	07/31/2025		50303-2 · Cash Handel/Payroll Processing	61	97.80
Total 61 - 90									97.80
> <b>90</b> Total > 90									
TOTAL									1,258,466.43