

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th 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, August 26, 2024 – 1:30 PM Yuma County Department of Development Services – Aldrich Hall 2351 West 26th 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 June 24, 2024 regular session minutes. Action required. **Pg. 4**

DISCUSSION & ACTION ITEMS:

- Discussion and or action regarding the new assignment to the YCIPTA Board of Directors for Cocopah Indian Tribe, Mr. Arturo Durazo – Tribal Planner - Cocopah Indian Tribe.
 Pg. 9
- 2. Discussion and or action regarding possible partnership with Kim Joyce and Associates, LLC for grant consulting. Kristen Krey Director Government and Community Engagement presenting. Action may be required. **Pg. 10**
- Discussion and or action regarding an MOU or Letter of Support for CalVans to continue to support California and Arizona based employers in Yuma County. Georgina Landecho – Executive Director – California Vanpool Authority (CalVans) presenting. Action required. Pg. 18
- 4. Discussion and or action regarding Amendment No. 4 YCIPTA/Commute with Enterprise Independent Contractor Agreement for the Vanpool Program. Action required.

 Pg. 65
- Discussion and or action regarding the Cardlock Fueling Services and authorize the Transit Director to enter contract with Sellers Petroleum. Action required.

 Pg. 103
- Discussion and or action regarding possible addition of advertising bus benches and to include these in the YCIPTA Bus Stop Standards. Action required.
 Pg. 105
- 7. Discussion and or action regarding YCIPTA Shelter and Bus Advertising Media kit. Placeholder. No action required. Pg. 134

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

PROGRESS REPORTS:

- Transit Director Report Shelly Kreger, YCIPTA Transit Director. No action is required.
 June Monthly Report
 July Monthly Report
 Pg. 140
 Pg. 148
- 3. Transit Ridership Report and Update on Yellow 95 request by Matias Rosales Carol Perez, Transit Operations Manager. *No action* **Pg. 156/160**
- **4**. Financial Report Marcela Garcia, Finance Manager. no action required. **Pg. 163**

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

September 23, 2024

ADJOURNMENT

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in a Regular Board Meeting session on Monday, June 24, 2024, at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ 85364. The Chair, Mr. McGaughey called the meeting to order at 1:30 PM

Members Present:

Ian McGaughey/ Yuma County/Chair
Matias Rosales/City of San Luis/Vice Chair
Brian Golding, Sr./Quechan Tribe/Secretary/Treasurer
Ross Poppenberger/Arizona Western College
Louie Galaviz/City of Somerton
Richard Marsh/ Town of Wellton/ Called in
Jay Simonton/City of Yuma

Members Absent:

Gary Magrino/ Cocopah Indian Tribe

Others Present:

Shelly Kreger/YCIPTA/Transit Director
Carol Perez/YCIPTA/Transit Operations Manager
Marcela Garcia/YCIPTA/Financial Services Manager
David Garcia/Transit Management Assistant
Dayanna Banuelos/YCIPTA/Clerk II
Shane Bollar/RATP DEV/General Manager
Anabelle Teran/RATP DEV/Operations Manager
Max Isbell/RATP DEV/Maintenance Manager

The Pledge of Allegiance was led by Mr. Rosales.

CALL TO PUBLIC:

There were no public comments made.

Mr. McGaughey mentioned he received an email from a Yuma resident Douglas Salamar regarding the cancelation of the Brown Route 3 and its effect on him and his wife explaining it is difficult for them to attend doctor appointments or visit family.

Mr. McGaghey also states that Mr. Salamar expressed that cutting routes does not serve the public and YCIPTA is an excellent case study of government waste and mismanagement.

CONSENT CALENDAR:

No. 1: Adopt the April 22, 2024 and May 20, 2024, regular session minutes. Action required.

Motion (Rosales/Galaviz): To approve as presented. **Voice Vote:** Motion carries, 7-0 Mr. Magrino was excused.

DISCUSSION & ACTION ITEMS:

No. 1: Discussion and or action regarding possible partnership with Kim Joyce and Associates, LLC for grant consulting. Kristen Krey – Director – Government and Community Engagement presenting. Action may be required.

This motion was tabled until the next meeting by the Chairman.

No. 2: Discussion and or action regarding the formal adoption of the YCIPTA FY2022-2023 Annual Comprehensive Financial Report (ACFR). Action required.

Ms. Kreger stated that Mr. Golding requested official approval from the Board since it was only presented and no action had been taken at the last meeting.

Motion (Golding/Simonton): To approve as presented. **Voice Vote:** Motion carries, 7-0 Mr. Magrino was excused.

No. 3: Discussion and or action regarding the Third Amendment to the Memorandum of Understanding between Arizona Western College and YCIPTA for the Provision of Transportation Funding. Action required.

Ms. Kreger presented to the Board that during the January 22nd Board meeting it was approved that the membership dues of Arizona Western College (AWC) were to be reduced and that instead of revising the bylaws, an annual contractual agreement would be revised to reflect any changes.

Ms. Kreger stated that she provided the Board minutes from January 22nd to the Legal team and discussed what needed to be done for the agreement.

Motion (Galaviz/Golding): To approve the Third Amendment to the Memorandum of Understanding between Arizona Western College and YCIPTA for the Provision of Transportation Funding. **Voice Vote:** Motion carries, 7-0 Mr. Magrino was excused.

No. 4: Discussion and or action regarding the Cocopah Indian Tribe FY 2024-2025 Exhibit A and B. Action required.

Ms. Kreger presented to the Board that exhibits are reviewed annually for Cocopah to include the fully allocated cost for the upcoming fiscal year. Ms. Kreger mentioned that there was a change from \$157.47 for Fiscal Year (FY) 23-24 to \$165.49 per revenue hour.

Ms. Kreger mentioned that Cocopah contributes 42% of the operation cost in Non-Federal source to operate the Purple Route 6A. Ms. Kreger stated that the total operating cost for the Purple Route 6A is \$975,563.55 estimated at 5,589 revenue hours.

Ms. Kreger adds that Cocopah's contribution for FY24-25 will be \$409,969.98 an increase of \$19,807.68 from FY23-24.

Motion (Galaviz/Poppenberger): To approve the Cocopah Indian Tribe FY 2024-2025 Exhibit A and B.

Voice Vote: Motion carries, 7-0 Mr. Magrino was excused.

No. 5: Discussion and or action regarding Exhibit A Amendment 14 to the YCIPTA/Quechan MOU for FY 2024-2025. Action required.

Ms. Kreger explained that it is the same as mentioned in the previous agenda item. Ms. Kreger stated that the fully allocated operating cost went from \$157.47 in FY23-24 to \$165.49 per revenue hour.

Ms. Kreger mentioned to the Board that the fully allocated operating cost for the Blue Route 5 FY24-25 is \$512,298.31 to which Quechan contributes \$115.298.31 an increase of \$5,706.21 from the prior year. She added that the fully allocated operating cost for Turquoise Route 10 is \$141,015.12 and Quechan will contribute \$31,022.258 an increase of \$1,926.36.

Ms. Kreger also stated that Imperial County Transportation Commission (ICTC) will pay Quechan an amount not to exceed \$224,163.14 towards the two routes and mentioned that the annual dues increase of \$11,239.78 is also included in the Amendment.

Motion (Poppenberger/Galaviz): To approve the Exhibit A Amendment 14 to the YCIPTA/Quechan MOU for FY 2024-2025.

Voice Vote: Motion carries, 7-0 Mr. Magrino was excused.

No. 6: Discussion and or action regarding the Cardlock Fueling Services RFP and authorize the Transit Director to issue a notice to proceed and award contract. Action required.

Ms. Kreger commented to the Board that she had received information on collaborating with the City of Yuma on the contract and expressed that she wanted to investigate further and see if there would be a cost difference.

This motion was tabled until the next meeting by the Chairman.

No. 7: Discussion and or action regarding YCIPTA Subcommittee meeting dates. Action required.

Ms. Kreger mentioned that the proposed dates are included in the packet and asked the Board members to see if they would be available. She added that the meetings could also be held virtually if needed.

No action taken.

No.8: Discussion and or action regarding YCIPTA Shelter and Bus Advertising Media kit. Placeholder. No action required.

Ms. Kreger stated that there is a small update on a voting campaign wanting to advertise a "Go Vote" on buses and shelters.

PROGRESS REPORTS:

No. 1: Operations Manager Report/Maintenance Update – Shane Bollar, General Manager, Max Isbell, Maintenance Manager – RATP Dev. No action required.

Mr. Bollar presented the Operations Manager Report as listed in the Member's packet.

Mr. Bollar stated they were fortunate that nobody was seriously hurt from the two accidents. He adds that parts still need to be ordered but the body damage on one of the vehicles was \$10,000 and he is estimating \$20,000-\$25,000 in repairs in one (1) of the vehicles.

Mr. Poppenberger stated that in one of the accidents Mr. Bollar mentioned that there was a trainee and an instructor and questioned if that was the one at fault or not at fault accident.

Mr. Bollar answered that it was the one at fault.

Discussion ensued by Mr. Poppenberger on how the one-at-fault accident happened and if the drivers were going to be retrained.

Mr. Isbell explained the graph to the Board as stated in the Member's Packet.

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

Ms. Kreger stated to the Board that she would like to start with Mr. Garcia doing a brief discussion on the training he and Ms. Perez took on a transit app.

Mr. Garcia explained that he discovered the app in a recent out-of-town training and had to use the app to ride the transit system in the area.

Mr. Garcia added that it is a very helpful app that provides real-time updates, GPS tracking, and a fare payment option and expressed how useful it was.

Mr. Garcia stated that when he came back, he went over it in a Zoom meeting with Jessica Roberts to go over the app and get information on it.

Mr. Garcia adds that he is currently exploring other options to compare prices.

Mr. Garcia mentioned that there is a packet attached to the Member's packet with the information she provided them with.

Mr. Rosales expressed how he loved the idea and would be a great addition being that the current system is antique.

Mr. Rosales questioned what the price would be and if was included in the presentation attached to the Member's packet.

Mr. Garcia responded that it was on page 82 and the price listed was with the fare integration if the tap to pay was to be used in the future.

Mr. Rosales asked if it was the \$9,600 per year.

Mr. Garcia confirmed and stated that he explained that buses are currently not equipped with GPS and if it were to happen in the future there would be no additional cost.

Mr. Golding stated that there was GPS on the buses before.

Ms. Kreger then stated that NextBus was the provider before but they started failing and were not accurate.

Ms. Golding asked if the next step would be to search for a reliable GPS service provider.

Mr. Simonton then commented that it would be a good idea to reach out to the City of Yuma being that all of the service trucks are equipped with GPS and have been reliable so far.

Mr. Rosales then added that it would be a low-cost, high-impact investment and would improve ridership as well.

Mr. Rosales mentioned that it would not be hard to find a grant to cover the costs of the app.

Ms. Kreger added that Surface Transportation Block Grant Program (STBG) would cover for it.

Mr. Golding asked if an RFP was going to be needed in the future to move forward with it.

Mr. Kreger then stated that if it was in the same price range only three (3) quotes were needed.

Ms. Kreger then presented the Transit Directors Report as stated in the Member's packet.

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

Ms. Perez presented the transit ridership report as stated in the Member's packet.

No. 4: Financial Report - Marcela Garcia, Finance Manager. No action is required.

Ms. Garcia presented the financial report as stated in the Member's packet.

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS: July 22, 2024

Dayanna Banuelos, Board Secretary

Motion (McGaughey/Golding): To cancel the July, 22, 2024 meeting. **Voice Vote:** Motion carries, 7-0 Mr. Magrino and Marsh were excused.

There being no further business to come before the Authority in regular session, the meeting was adjourned at 2:11 PM.



Cocopah Indian Tribe
14515 S. Veterans Dr.
Somerton, Arizona 85350
Telephone (928) 627-2102
Fax (928) 627-3173

July 17, 2024

Shelly Kreger, CCTS, CCTM
Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85365-1900

Re: Board Member Assignment

Dear Ms. Kreger:

This letter is an official notification as of this date, the Cocopah Tribal Council has appointed Mr. Arturo Durazo, Tribal Planner, as the Cocopah Indian Tribe representative to the YCIPTA Board of Directors.

Please contact Elizabeth Benitez, Tribal Administrator, if you have questions at beniteze@cocopah.gov

Respectfully,

Sherry Cordova, Chairwoman Cocopah Indian Tribe



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August 19, 2024

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 possible partnership with Kim Joyce

and Associates, LLC for grant consulting. Kristen Krey - Director -

Government and Community Engagement presenting.

Requested Action: TBD

<u>Background and Summary:</u> Ian McGuaghey and I met with Kristen Krey via virtual meeting on May 9, 2024 to discuss possible assistance regarding funding for YCIPTA. We have ask Kristen Krey to attend the board meeting and do a presentation and talk about what this firm could possible assist YCIPTA with and to answer any questions

Financial Impacts: TBD

Recommended Motion: TBD

Legal Counsel Review: N/A

Attachments: KJA About Us and KJA Capability Statement

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

Kim Joyce, GPC Kim Joyce & Associates, LLC 14301 N. 87th St., Suite 114 Scottsdale, AZ 85260

EIN: 45-4065099

kim@kimjoyceandassociates.com







Kim Joyce & Associates History, Values, and Grant Awards

About Us

Kim Joyce & Associates (KJA) is a full-service grant consulting firm serving non-profits, for-profits, small businesses, hospital systems, schools and school districts, institutes of higher education, tribes, associations, government agencies, utility companies, United Ways, funding agencies, and more throughout the United States. Our home office is in Scottsdale, Arizona. KJA has achieved National Women's Business Enterprise Certification and is a Certified Woman-Owned Small Business. KJA team members (34 employees) are active in the Grant Professionals Association (GPA), the National Grants Management Association (NGMA), and the Association of Fundraising Professionals (AFP). As the largest grant writing firm in Arizona and a leading firm in the nation, Kim Joyce & Associates is honored to provide services and resources to help our clients do work that matters. We help our clients secure funding to improve communities, design programs, and provide services that ultimately improve the lives of others.

Our Story

Founded in 2010, KJA was incorporated in 2011 and quickly became known for its personalized service, high quality of work, and unparalleled and successful grant writing and management services. What began as a one-woman shop helping two local non-profits turned into a national company with 34 employees in seventeen states and clients across the nation. Kim Joyce & Associates has secured more than \$402,000,000+ in grant awards for its clients and continues to grow to meet the needs of communities across the nation.

The firm is comprised of distinguished writers, including Grant Professional Certified (GPC) staff who received their GPC Credential from the Grant Professionals Certification Institute (GPCI). Grant professionals who have achieved their GPC have set themselves apart from their peers by achieving this credential. It is the *only* grant writing credential in the world. KJA's owner and CEO, Kim Joyce, is a GPC one of only 23 GPCs in the entire state of Arizona and one of only 444 in the nation.

KJA employs some of the most talented and creative writers, prospect researchers, project managers, post-award grant managers, and more. KJA's Quality Assurance team ensures all proposals are in tip-top shape and positioned for funding success. We strive for excellence – and always work hard to make our work products and proposals stand out from the rest.

Led by Kim Joyce, GPC, the team at KJA operates with the highest ethical standards, adhering to the Association of Fundraising Professionals' (AFP), the Grant Professionals Association's (GPA), and the National Grants Management Association's (NGMA) Codes of Ethics. We take pride in the services provided, as well as the products we deliver.

The government team at KJA works with government entities to develop grants strategies that prioritize the needs of the organization, community, and region to best advance community impacts and successfully compete for current federal funding initiatives. The team works directly with organizations and their partners in developing a grants strategy, encompassing the entire grant lifecycle from identifying and prioritizing needs, to researching funding opportunities, developing, and writing applications, providing consulting and training, as well as grants management services after an award has been received.

KJA has experience in managing the full life cycle of grants including prospect research, grant writing, grants management and reporting, grant office assessments, creation of grants handbooks/policy/procedure manuals, donor relationship coaching, executive director coaching, Compression Planning®, and coordination of grant office activities for organizations that have multiple locations. KJA's approach and methodology have contributed to its tried-and-true structure and its high rate of success. KJA is held in high regard by its employees, clients, and colleagues as one of the largest and most successful grant writing firms in the nation.

Our Values

Our team of grants researchers, writers, and managers are driven by our commitment to our values:

- **Integrity**: We rely on best practices and ethical decision-making to deliver quality service with empathy, honesty, understanding, and compassion in all interactions.
- **Excellence**: We provide an exceptional quality product. Our competencies and collaborative skills enhance and elevate our standards daily.
- Perseverance: We are results driven; we do the right thing, we ask the right questions, and we get the job done.
- Community: We are passionate about our clients and their work, as well as our product, and our people. We are committed to furthering diversity, equity, and inclusion through our work and in our communities.
- **Discovery:** We discover something new every day, continually seeking out new opportunities that challenge us. Our curiosity, thirst for knowledge, and commitment to lifelong learning drive us.



Kristen Krey, MAOM, CPM is Director of Government and Community Engagement at KJA. She has over thirty-five years of public service at city, county, and state entities, with direct experience in Public Safety, Community Services/Engagement, Intergovernmental Affairs, Public Advocacy and Grants Management.

Kristen has a proven track record of executive leadership, delivering results-driven approaches, providing strategic advisory services, and successfully leading complex

projects. She has also created and delivered training in numerous disciplines, including Grants Management, Project Management, Leadership Development, and Public Safety. Kristen has a BA in Criminal Justice and Political Science, an MA in Organizational Management, and is a CPM, Certified Public Manager.

She has served as Adjunct Professor for Webster University MBA program at Luke Airforce Base. She is a retired member of the Arizona City/Manager Association, the International City/County Manager Association, and an active member of both the Grant Professional Association and National Grants Management Association. Kristen is also one of only 32 Grant Professionals Association Approved trainers in the world.

KIM JOYCE

* X55501X1E5, EE6



CAPABILITY STATEMENT

Kim Joyce & Associates is a national Grant Consultancy Firm headquartered in Scottsdale, Arizona. We provide the full lifecycle of grant services to assist our clients in securing grant funding to build capabilities, create change, and achieve a lasting impact in their communities

Established: 2010 Employees: 34

Headquarters: Scottsdale, Arizona Fundings Secured: \$406+ Million Kim Joyce & Associates, LLC 14301 North 87th Street, Suite 114 Scottsdale, Arizona 85260 P: 1 (833) 476-8475

Core Competencies

Research: identification, and analysis of funding needs and opportunities to include federal, state, local, private, and other funding sources. **Consulting**: strategize with the client to develop a grant plan incorporating project prioritization; notice of funding opportunity executive summaries (NOFOs); gap analysis with detailed action item lists; analyze program eligibility with project requirements.

Grant Writing: federal, regional, local, foundation, and corporate. **Post Award Management**: compliance of complex federal award requirements.

Evaluation: external program evaluation services

Training: customized grant writing, grants management, and evaluation training.

Past Performance

Clients, Non-profits, Municipalities (small, medium, and large, urban and rural), Utility Companies, School Districts, Government and Tribal entities. Clients awarded grants from US Departments such as HUD, DOJ, Labor, Treasury, HHS, Education, NIH, HRSA, SAMHSA, EDA, EPA, and DOE; over 100+ Funded Community Development Block Grants (CBDG) and Emergency Solutions Grants (ESG); \$406+ million secured.

Differentiators

- ·Seamless white glove customer service throughout the grant life cycle.
- ·Full-time employees with experience at federal, state, and local government levels.
- ·National company, local mindset.
- ·Woman-owned small business, personal engagement.
- ·Leadership in nationally recognized/accredited grants organizations.
- ·Continual Professional Development & Training on grant industry best practices.
- ·Proven track record of delivering results-driven solutions.
- \cdot Multidisciplinary team of 34, FTES with a combined 200+ years of industry expertise.
- $\cdot \text{Adherence to high ethical standards and commitment to integrity}.$

UEI: F2TWABG59RF3 | CAGE: 96PT8

EIN: 45-4065099

City of Scottsdale Business License #: 1138385

NAICS 561410

Pertinent Codes

UNSPSC

821115: Technical Writing

841015: Development Assistance

8010509: Government affairs and community relations consultation service: Services associated with consultation regarding government and community relations

80111621: Temporary research and development

services

93151508: Government Department Services 93151605: Government Finance Services

NAICS

561410: Document Preparation

Licenses, Certifications, & Memberships

Woman Owned Small Business (WOSB) by the Small Business Association (SBA), Women's Business Enterprise (WBENC), Grant Professional Certified (GPC), Certified Public Manager (CPM), Grant Professional Association (GPA) and Approved GPA Trainers, National Grants Management Association (NGMA) CAPP Partner, International City/County Manager Association (ICMA).

Contact Us

Kim Joyce | CEO/Founder | 602-538-9144 | kim@kimjoyceandassociates.com Kristen Krey | Director of Government Services | 602-675-9476 | kristen@kimjoyceandassociates.com 14301 N. 87th Street, Suite 114, Scottsdale, Arizona 85260



Kim Joyce and Associates, the leading and most trusted grant writing firm in Arizona, provides a wide range of services for nonprofits, for-profits, institutes of higher education, units of local government, tribes, and public agencies. Our clients are both in Arizona, and throughout the nation.





OUR SERVICES



Strategic Grant Consulting
Funding Opportunity Research
Grant Application Development
Grant Writing & Submission
Post Award Grants-Management
Customized Grant Training
Program Evaluation

www.kimjoyceandassociates.com







The KJA Government Department has over 75 years of combined experience working with municipal, county, state, and federal government agencies. We provide exceptional service to government clients that encompass the entire grant life cycle to maximize funding that will positively impact communities.







THANKYOU! CONNECT WITH US!

Phone: 1-833-476-8475

Website: www.kimjoyceandassociates.com

Em a il: Kristen@kimjoyceandassociates.com

Address: 14301 N. 87th Street, Suite 107

Scottsdale, AZ 85260







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August 19, 2024

Discussion and Action Item 3

To: Yuma County Intergovernmental Public Transportation Authority Board

of Directors

From: Shelly Kreger, Transit Director

Subject: Discussion and or action regarding an MOU or Letter of support for

CalVans to continue to support California and Arizona based employers

in Yuma County.

<u>Requested Action:</u> Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve MOU or Letter of Support for CalVans to continue to support California and Arizona based employers in Yuma County.

<u>Background and Summary:</u> Staff was contacted by Georgina Landecho, Executive Director for the California Vanpool Authority (CalVans) in regard to YCIPTA's support for the operation of CalVans within Yuma County. Georgina Landecho will be presenting to the YCIPTA Board. Attached is the previous letters of support from YCIPTA and the Imperial County Transportation Commission (ICTC) from 2014.

Financial Impacts: N/A

<u>Recommended Motion:</u> Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve MOU or Letter of Support for CalVans to continue to support California and Arizona based employers in Yuma County.

Legal Counsel Review: N/A

<u>Attachments:</u> Presentation and Letter of Support from ICTC and YCIPTA dated March 25, 2014

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



1405 N. IMPERIAL AVE., SUITE 1 EL CENTRO, CA 92243-2875 PHONE: (760) 592-4494 FAX: (760) 592-4497

March 24, 2014

Ron Hughes, Director CalVans 1340 North Drive Hanford, CA 93230

RE: CalVans Vanpool Service in Imperial Valley

Dear Mr. Hughes

Imperial County Transportation Commission (ICTC) is committed to supporting transportation options in Imperial Valley. For that reason ICTC supports CalVans role in providing vanpool services to farmworkers in the region. These vanpools serve a need among a group of individuals that struggle to find safe and affordable transportation. ICTC understands that CalVans does not need, nor will seek funding from ICTC for the transportation being provided by CalVans. CalVans will limit its services to providing vanpools for farmworkers who work in the area for the winter season. ICTC supports CalVans efforts in reducing VMT (Vehicle Miles Traveled), and transportation option for unlicensed drivers through its vanpooling efforts in Imperial County.

Sincerely,

MARK BAZA

Executive Director



Yuma County Intergovernmental Public Transportation Authority

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

March 25, 2014

Ron Hughes, Executive Director CalVans 1340 North Drive Hanford, CA 93230

Re: CalVans Service In Yuma County, Arizona

Dear Mr. Hughes,

The Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is the operator of YCAT, commonly known as Yuma County Area Transit, which provides public transit services in throughout Yuma County. YCAT serves transportation needs for those who may not have the means to access jobs, health care or recreation opportunities in southwestern Yuma County.

YCIPTA recognizes that CalVans focuses on helping farm workers in Yuma County during the region's growing season helps to fill one of the areas transportation needs

YCIPTA understands that CalVans does not, nor will seek funding from YCIPTA for the transportation being provided by CalVans. CalVans will limit its services to providing vanpools for farm workers who temporarily work in the area for the winter season.

YCIPTA supports CalVans efforts in reducing Vehicle Miles Traveled (VMT) and unlicensed drivers through its vanpooling efforts in Yuma County and has no concern regarding CalVans vehicles operating within Yuma County.

Should you have any questions regarding this letter, please don't hesitate to me at 928.304.2297 or email jandoh@ycipta.az.gov.

Sincerely,

John Andoh Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Robert L. Pickels, Chairman - Yuma County, Greg Wilkinson, Vice Chairman - City of Yuma
Larry Gould - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Richard Watenpaugh - Town of Wellton,
Bill Lee - City of Somerton, Brian Golding, Sr - Quechan Tribe, Paul Soto - Cocopah Tribe



California Vanpool Authority

Presented by
Georgina Landecho, Executive Director
August 26, 2024



MISSION

The Mission of the California Vanpool Authority is to provide sustainable, clean, safe, and reliable mobility options to workforce groups.



VISION

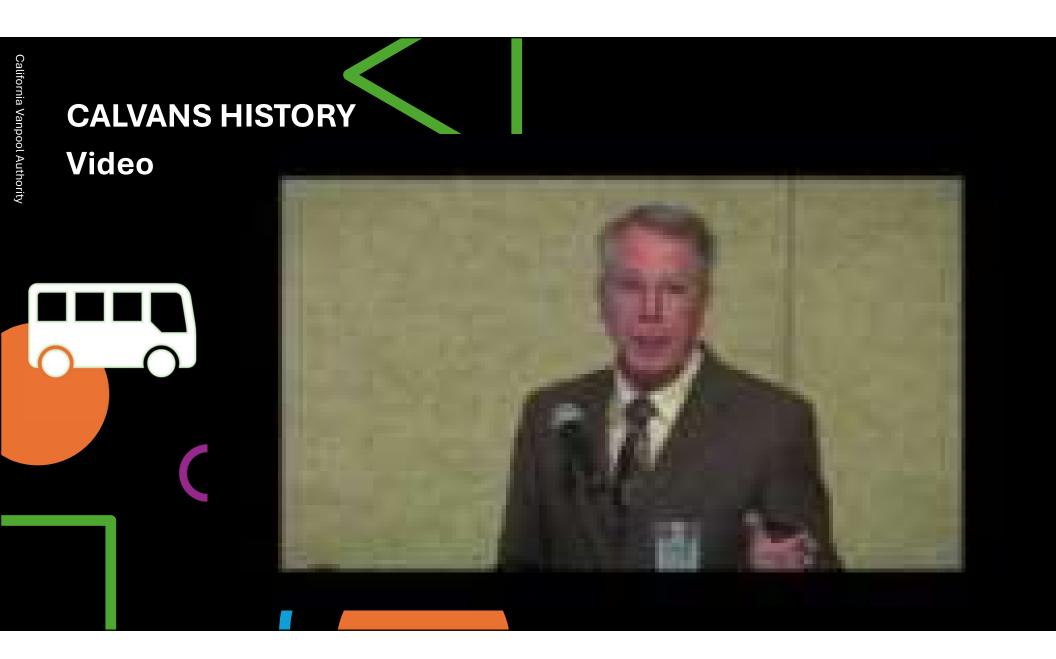
To provide zero-emission, sustainable, telemetric-driven mobility options for essential workforce groups.



Training Outline

- CalVans History
- Vanpools Defined
- Requirements
- CalVans Vanpool Model
- CalVans Vehicles

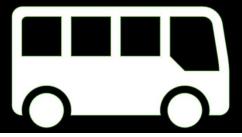




VANPOOLS DEFINED

CalVans Vanpools (carpools) are defined in MSPA (Migrant and Seasonal Agricultural Worker Protection Act) as:

A voluntary arrangement among workers for transportation to and from work using a worker's own vehicle Employers/Workers may contribute to offset the costs of the transportation to reasonably reflect the actual costs of the transportation vehicle



CalVans Volunteer Driver Requirements - Regulation

- Valid Class C drivers license
- At least 5 years of driving experience
- Be age 25 or older with fewer than 2 DMV points
- If between the ages of 21-24, must have a perfect driving record
- Have successfully passed a Class B Physical
- Have not been convicted of drunk or reckless driving in the past 5 years

California Vehicle Code Section 12804.9 (G) (j) defines driver requirements:

- A driver of a vanpool vehicle may operate with a Class C license from any state in the U.S. and shall possess evidence of having passed a medical examination required for a class B license when operating vanpool vehicles.
- In order to be eligible to drive the vanpool vehicle, the driver shall keep in the vanpool vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or hit-and-run offense in the past five years.
- CalVans has all volunteer drivers sign and keep a "Driver Declaration" form in the vehicle at all times.

Insurance Requirements

Per MSPA regulation 29 CFR §§ 500.120-.128

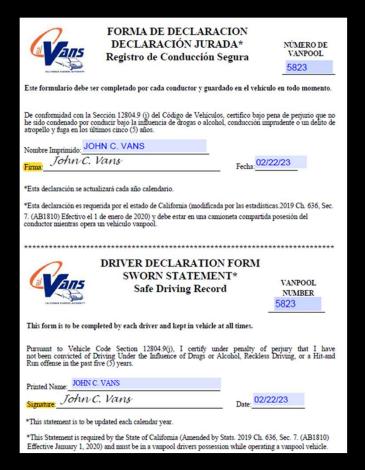
Any person subject to the Act who uses, or causes to be used, a vehicle to transport covered workers must ensure that the vehicle is properly insured against liability for damage to persons or property.

Option A: Obtain vehicle liability insurance coverage in the amount of not less than \$100,000 for each seat in the vehicle (up to a maximum of \$5,000,000 for any one vehicle) and must be maintained in full force and effect at all times for transportation subject to the Act's requirements.

California Vanpool Authority standard insurance:

\$10,000,000 General Liability insurance coverage

CalVans Volunteer Driver Requirements- Forms



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*This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.**

Rev 3/29/22

MAJOR CHANGE

Arrival of all Electric Vanpool Vehicles.

Increasing fleet to 1,500 vanpool vehicles in 24/25



As a public transit provider, CalVans is committed to safety, courtesy, quality, efficiency, and innovation.



OBJECTIVES

- Continue to expand vanpool services in all participating jurisdictions
- Increase vehicles type and availability for agricultural workers or outdoor occupations



VANPOOL AS A SERVICE



Vanpools can help achieve zero-emission transportation goals



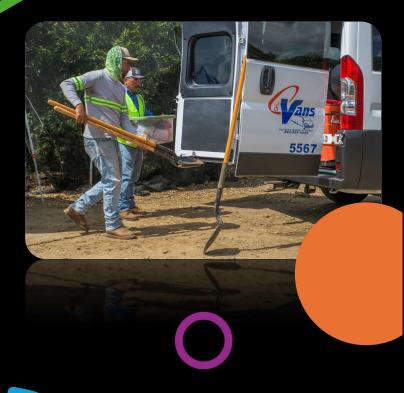


Vanpools are convenient and allow travelers to opt out of single-car ridership



AGENCY OVERVIEW

- Staff of 24-50 seasonal
- Receives no local, state, or federal operating revenue
- Revenue generated 100% from the fares collected from ridership
- In 2023, Operated 900+ vanpools, across 37 counties, served 397 cities



GOVERNANCE

- 11 Councils of Government / Regional Transportation Planning Agencies
- Public Monthly Board of Directors meeting
- Independent agency with 13 Directors
 - 11 voting, 2 non-voting ex-officio
 - 11 appointed by the COG/RTPA
 - 2 ex-officio Caltrans and SJVAPCD



23/24 JPA MEMBER AGENCIES

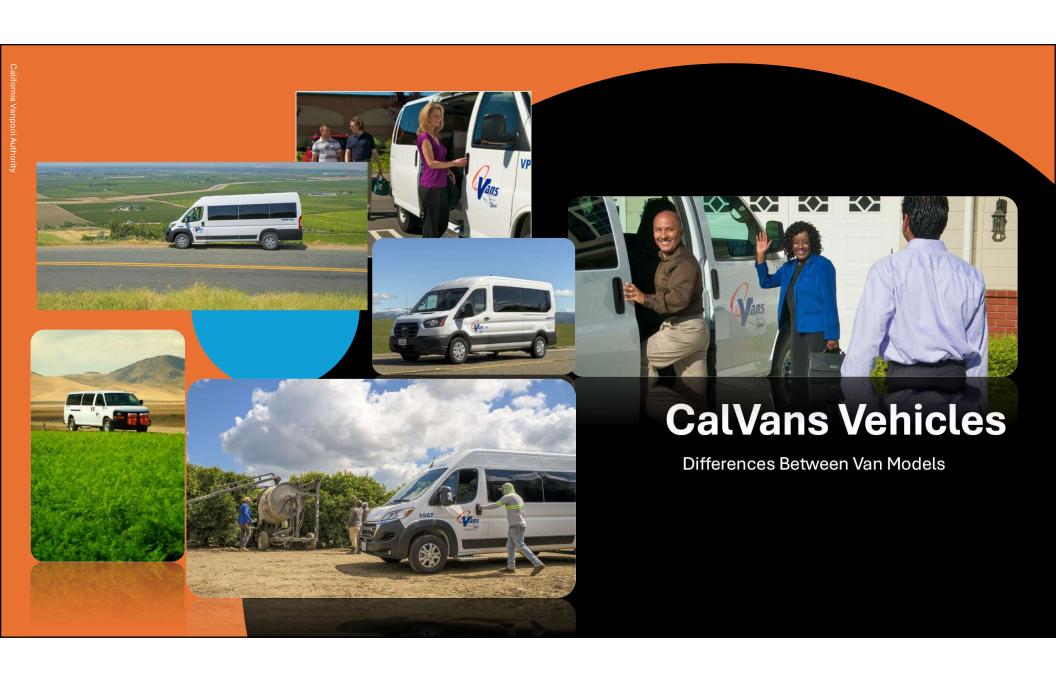
- Association of Monterey Bay Area Governments
- Fresno Council of Government
- Imperial County Transportation Commission
- Madera County Transportation Commission
- Merced County Association of Governments
- Riverside County Transportation Commission
- San Joaquin Council of Governments
- Santa Barbara County Association of Governments
- Stanislaus Council of Governments
- Tulare County Association of Governments
- Ventura County Transportation Commission
- Yuma County Intergovernmental Public Transportation Authority

California Vanpool Authority

24/25 JPA PENDING MEMBER AGENCIES

- Redding Are Bus Authority
- Yolo Transportation District
- Napa Valley Transportation Authority
 - https://www.countyofnapa.org/DocumentCe nter/View/33141/2024-Napa-County-Farmworker-Housing-Needs-and-Impacts-Assessment?bidId=





Public Model Vs. For-Profit Models

Key Differences Between Vanpool Providers





Public Model Vs. For-Profit Models

Basic Differences Between Vanpool Providers

PUBLIC	PRIVATE
No Contract or Commitment	30 Day Notice
Emergency Ride Home Program Included	?
Fuel Card/Charges Included	?
24/7/365 Roadside/Technical Assistance	If you purchase in advance
Vehicles Speed and Safety Monitoring	?
All Inclusive Rate	à la carte Packages
Good/ Clean Driving Record	Credit Check/ Credit Card/ Checking Account

Public Model Vs. For-Profit Models

Key Differences Between Vanpool Providers

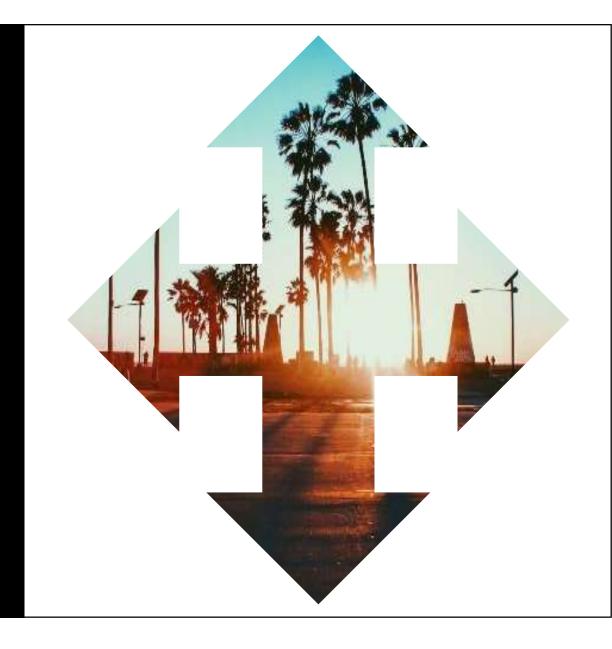
PUBLIC	PRIVATE
Government Entity	Not a Government Entity
Inherent & Categorical Exemptions	No Exemptions
Hardwired Safety Telematics	?
DMV Pull-Notice System Enrollment and Monitoring	?
Unacceptable Driver Elimination and Removal	?
State and Federal MOU for M.S.P.A. & H-2A	?
Local/State	Global For-Profit Entity

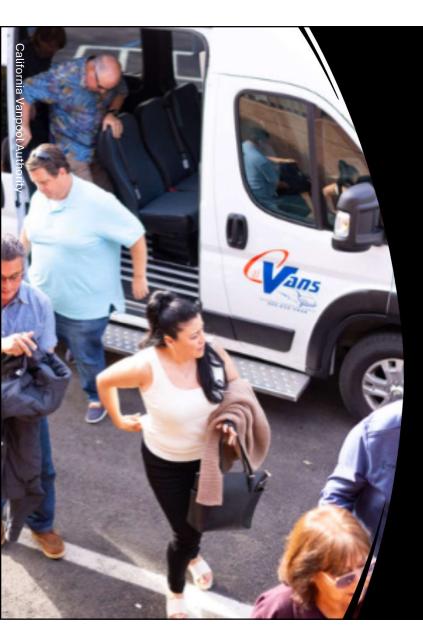


CalVans operates one of the largest public transportation programs in the State of California with an emphasis on the safety of passenger transportation.

After the COVID-19 pandemic, the end users shifted to essential worker commutes including agricultural workers.







MOBILITY

CalVans vehicles don't stay in one place.

As the work moves, so do CalVans vehicles.

Many vehicles travel outside of member agency territory.

Qualified residents or employers in member agency areas may request to travel to different regions.



100% of incidental costs must be recovered for staff and vehicle(s) to travel to areas not served by CalVans.

Video

Story Firsthand

Maria Rodriguez



CalVans Ag Volunteer Driver

Financial Support for Vanpool Riders-

Monthly subsidies are not automatic, vanpool must apply as a group.

AFFORDABILITY

\$600 - Fresno COG

\$400 - City of Porterville

\$300 - City of Visalia

\$400 - Riverside County

\$600 - EV Riverside County

\$400 - San Bernardino County

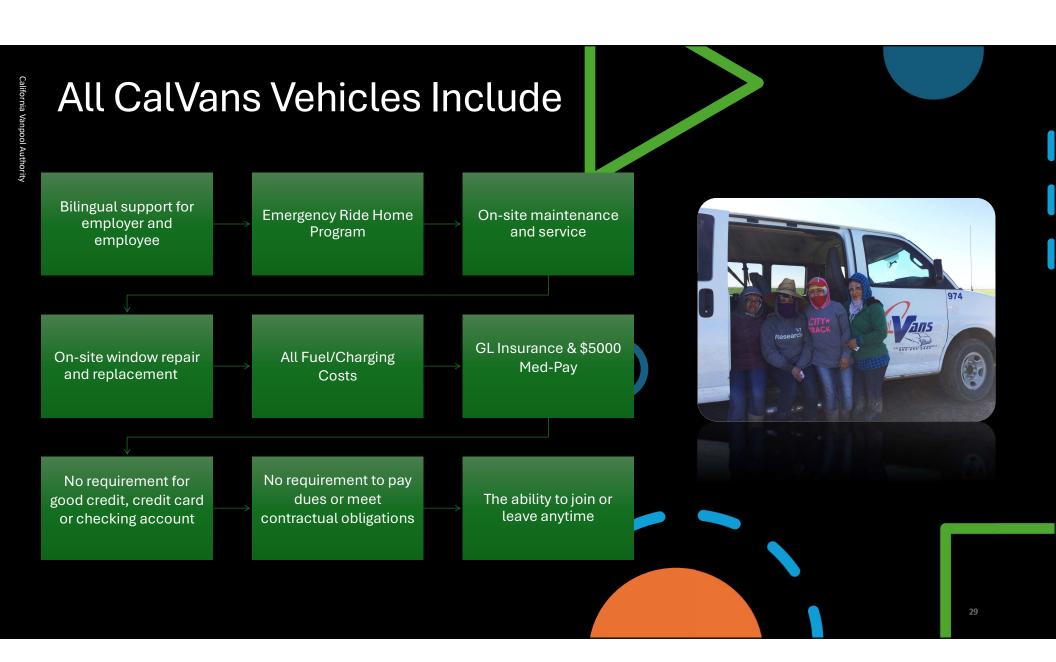
\$400 - San Joaquin, Stanislaus and Merced

\$300 - Per rider for Federal Employees

\$100 - Per rider for State employees

(varies by bargaining unit)

- Weekly/Monthly invoices are delivered electronically reducing waste
- Payment options provide groups time to pay when they are able

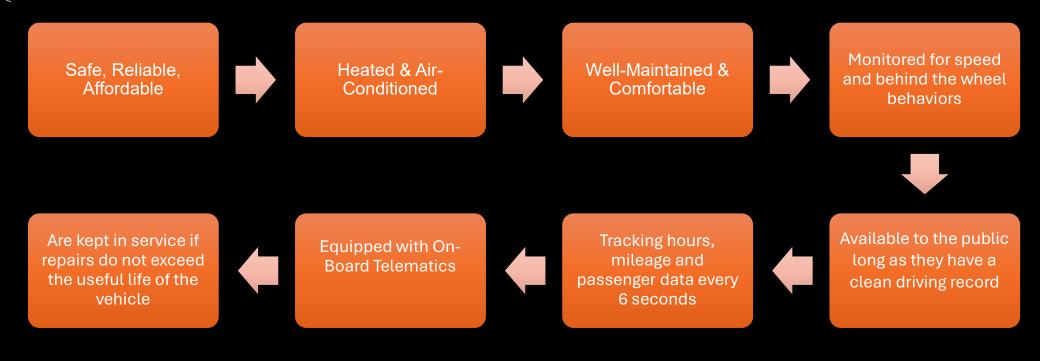


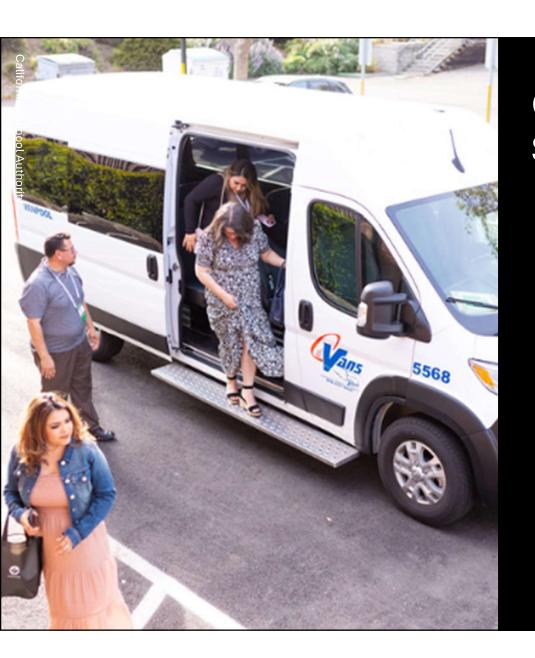


CalVans Vehicle Safety

- All volunteer drivers must carry their Class B exam when driving
- A volunteer drivers must also carry their Safe Driver Declaration while operating a CalVans vehicle
- Removal of volunteer drivers who exhibit unsafe speeds and behaviors as reported by GPS, riders or the public, if the report has merit and if Driver Record from DMV reached 2 or more points
- A maintenance log is found in every vanpool vehicle
- All vehicles are inspected and serviced every 5,000 miles to meet the 6,000-mile or 6-month requirement
- Repairs completed upon request at no additional cost to the vanpool group. If the repair may not be preformed onsite, the van is exchanged to allow the group to continue their trip

CalVans Vehicles Are





CalVans Vehicle Standard Equipment



- A,B,C Fire extinguisher
- Safety triangles
- First aid kit
- Emergency Folder
- Safety handles for easy offboarding
- USB charging stations per row
- Cupholders for all occupants
- Bike racks as requested



CalVans Additional Equipment for outdoor occupations for Ag, Solar, Timber, Construction

Steel toolbox to safely carry tools

 Front or rear-end water jug receivers for up to 20 gallons of drinking water

A hitch to haul portable restrooms adequate for the vanpool group size

Rhino-lined / no carpeting flooring to facilitate van clean-up

Vehicle is fully self-contained

Vehicles work as a cooling station

Vehicles wear necessitates frequent refurbishing with passenger and roadway safety as the primary focus

CalVans Vehicle Permitted Usage

Allowed Use is for to and from home and work/school only

No personal use of vanpool or if group is under 6 occupants

CalVans vehicles not for profit or to benefit the driver/group

A unique driver ID is required to start the vehicle

All vehicles are equipped with ignition locks

May only be accessed by preapproved volunteer drivers

CalVans Public Safety

All Volunteer drivers and CalVans Employees are added to the DMV Pull Notice Program, providing alerts for new citations

A unique driver ID is required to start the vehicle

FDOL farm labor vanpool program and H-2A approved Transportation

A government backed transportation option for growers and farm labor contractors



93

CALVANS MONITORS SPEED AND DRIVER BEHAVIOR VIGILANTLY

GPS, TELEMATICS, AND CAMERAS
ARE USED FOR SAFETY AND
TRAINING AND TO HELP CORRECT
BAD DRIVER BEHAVIORS

Staff available 24/7/365 for emergencies, roadside, or technical assistance including vehicle repairs, replacement or exchanges.





CalVans Volunteer Driver Monitoring

- Incidents and reported accidents dropped from 20 to 6 in 2022, and to 3 in 2023
- Drivers are notified of speeding events immediately as they are occurring to help curb the behavior
- Vehicle Tracking Systems like IntelliShift help us track our vehicles in real time

EMPLOYERS

With the strong emphasis on reducing greenhouse gas emissions, more employers from a variety of industries are looking to CalVans to promote ridesharing among their employees.



CalVans will continue its mission to provide reliable, low-cost, and near-zero to zero-emissions vehicles to rural and disadvantaged communities.

EMPLOYERS

CalVans takes care
of employee
transportation so
employers can take
care of their
business.

The transporting of domestic and guest workers to and from work is highly regulated by state and federal governments.

CalVans has become the transit agency recognized by the USDOL to transport H-2A (guest) workers.

EMPLOYERS

Provide employees information at their place of business at a time and place convenient to them.

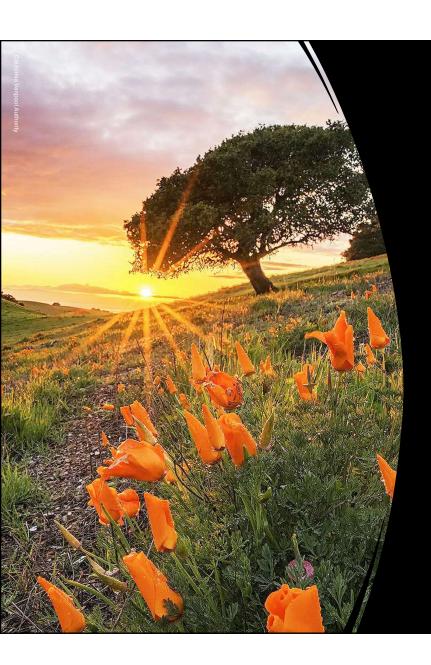
CalVans staff will visit with employees during lunch breaks and inform them about the CalVans option







Questions?



CalVans JPA Revisions for FY 24/25

Removal of JPA boundaries

In 2024, the CalVans Board of Directors passed the revisions proposed by CalVans legal counsel.

A revision of the Joint Powers Authority (JPA) removes county boundaries to allow CalVans to operate outside of member agency territory.



Questions?

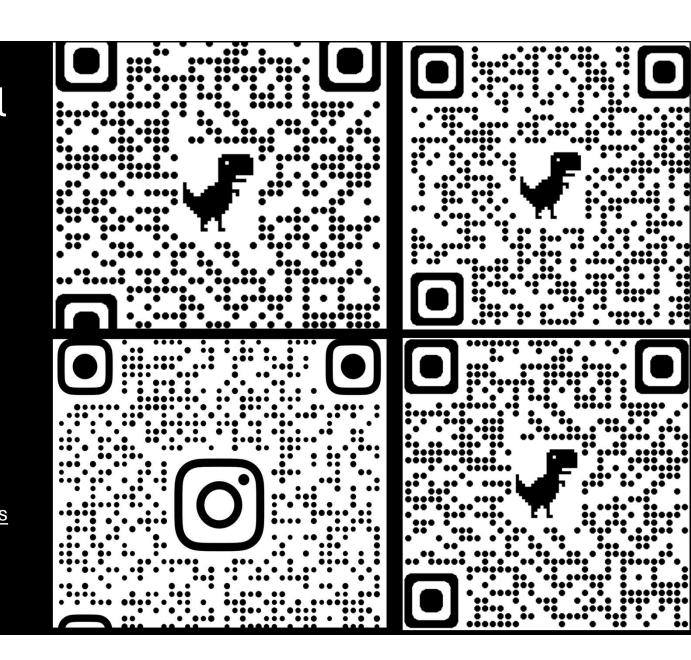
California Vanpool Authority

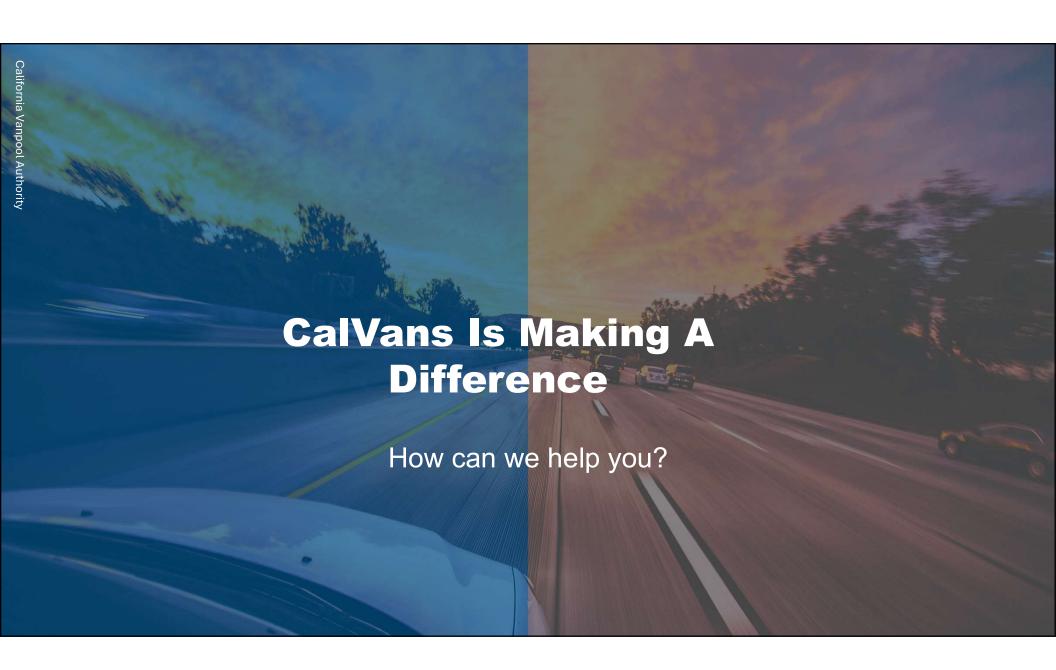
Visit us at: https://calvans.org/our-staff

Contact information:

Georgina Landecho Executive Director 530-383-9348 Cell

georgina.landecho@co.kings.ca.us







Yuma County Intergovernmental Public Transportation Authority

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

August 19, 2024

Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority Board

of Directors

From: Shelly Kreger, Transit Director

Subject: Discussion and or action regarding Amendment No, 4 YCIPTA/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, 4 YCIPTA/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 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.

<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, 4 YCIPTA/Commute with Enterprise Independent Contractor Agreement for the Vanpool Program.

Legal Counsel Review: N/A

Attachments: Amendment No.4 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. 4 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, 2024.

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

Now, therefore, effective July 1, 2024 ("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, 2025.
- 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.

Agency	Enterprise
Date:	Date: June 24,2024
Signature:	Signature:
Name:	Name: Kevin M. Cooper
Title:	Title: Vice President/GM

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

WITNESSETH:

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

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

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

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

SECTION ONE - DESCRIPTION OF WORK

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

SECTION TWO – PRICE AND PAYMENT

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

SECTION THREE - EXPENSES

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

SECTION FOUR - INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood and agreed to by and between the parties hereto that Contractor is, and shall be, an independent contractor responsible to all parties for its acts and omissions associated with its work and services provided pursuant to this Agreement, and is not an employee, servant, agent, partner or joint venturer of YCIPTA. YCIPTA shall in no way be responsible for the actions of Contractor. YCIPTA shall determine the work to be done by Contractor, but Contractor shall determine the means by which it accomplishes the work specified by YCIPTA, subject to the Description of Work attached in Exhibit A. YCIPTA is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes Contractor. Neither Contractor, nor its employees, servants, and agents, shall be entitled to receive any benefits which employees of YCIPTA are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, profit sharing, pension, retirement, or Social Security on account of their work under this Agreement.

SECTION FIVE - TERM

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

SECTION SIX - EMPLOYEES OF CONTRACTOR

Contractor shall be solely responsible for paying its employees. Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, retirement, Social Security contributions, and all other benefits for Contractor and its employees, servants, and agents. Under no circumstances shall Contractor's employees be considered employees, servants, agents, partners or joint venturers of YCIPTA.

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

SECTION SEVEN - INSURANCE

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

SECTION EIGHT - RISK; INDEMNIFICATION

Contractor shall perform this Agreement and all related work at its own risk. Unless another party is legally or contractually responsible, Contractor assumes all responsibility for the condition of tools, equipment, and materials used in connection with its performance of its duties and obligations under this Agreement. Contractor, and its employees, officers, servants, subcontractors, and agents shall indemnify, defend (with legal counsel reasonably acceptable to YCIPTA), and hold harmless YCIPTA, and its officers, directors, officials, employees, consultants, agents and volunteers from any and all third party claims, demands, losses, liability, damages or expenses arising out of or resulting from Contractor's, or its employees', officers', servants', subcontractors' or agents' negligence (act or omission), errors or omissions, 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 http://www.fta.dot.gov/documents/19-Master.pdf.

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 14th 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

Shut there	
By: Shelly Kreger Its: Transit Director	By: Its:

SCHEDULE A DESCRIPTION OF WORK

YCIPTA seeks a contactor to assist in the provision of commuter vanpool services for Yuma County. This program is grant funded with Federal Transit Administration (FTA) section 5307 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.
- Orientation and driver education and training for vanpool starts.
- o Delivery of vans to new groups, retrieval of vans from vanpool terminations.
- o 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.
- 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.
- 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.

<u>Safety</u>, <u>Accidents and Incidents</u> - Recognizing that safety is an integral part of vanpool operations,

Contractor shall be responsible for developing and implementing a system safety program that is specifically tailored to YCIPTA's Vanpool operation, meets or exceeds vanpool industry standards, and assures the safety of passenger, employees, and assets.

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

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

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

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

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

<u>Liability Claims</u> - All claims submitted to YCIPTA, against YCIPTA, or its member agencies, 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:

National Transit Database (NTD) - 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 15th 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.** Fly 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 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.** <u>Clean Air.</u> (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- **H.** 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.** Lobbying. (1) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from

- tier to tier up to YCIPTA. (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- J. Access to Records and Reports. (1) Where YCIPTA is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to YCIPTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until YCIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11). (4) FTA does not require the inclusion of these requirements in subcontracts
- **K.** 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) S 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto. (2) The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

R. <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.

- 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 15th of each year and to submit the Management Information System (MIS) reports before February 15th 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



Yuma County Intergovernmental Public Transportation Authority

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

August 19, 2024

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 Cardlock Fueling Services and

authorize the Transit Director to enter contract with Sellers Petroleum.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Cardlock Fueling Services and authorize the Transit Director to enter contract with Sellers Petroleum.

Background and Summary: Earlier this year YCIPTA released an RFP for Cardlock Fueling Services in which w only received one proposal from Sellers Petroleum. During this same time the City of Yuma also released and RFP for Cardlock Fueling Services. The City of Yuma had included language in their RFP and ultimately in the award of the contract a provision that allowed YCIPTA to also use the same services. The City of Yuma received two responses, one from Sellers Petroleum and the other from McNeece Brothers.

Sellers Petroleum proposed a markup on fuel at \$.30 per gallon for three years as McNeece Brothers proposed a markup of \$.25 for two years.

Upon further evaluation the items below make a large difference in why we should stay with Sellers Petroleum.

170,000 gallons @ \$.05 = \$8,500 annually at McNeese

Extra cost of changing locations:

Distance to McNeece is 2.6 miles one-way (8minutes) Distance to Sellers is 1.4 miles one-way (4 minutes)

Sellers Dyed Diesel average price per gallon \$2.80 (includes \$.30 markup)

Fuel consumed in extra travel time if fueling at McNeece Average of 5 mpg on vehicles = .48 gallons (2.4 additional mileage to and from pumps)/5=.48) to travel the additional 2.4 miles = \$.1.34 pr day per bus x 302 days = \$404.68 x 17 buses = \$6,879.56. \$8,500 - \$6,879.56 = \$1,620.44 in actual savings per year.

Additional driver time, contractor would work in the extra cost in our contract.

Sellers Petroleum has two locations for Dyed Diesel in the event one location is not working. Mc Neece only has one location and only one pump. Another downside to McNeece is the size of the fueling station and the amount of traffic from the City's trash trucks, police and fire.

<u>Financial Impacts:</u> Increase in per gallon cost for markup is \$.17 cents per gallon for gasoline (52,500 gallons x \$.17= \$8,925.00) and \$.21 cents per gallon for red dyed diesel (120,000 x \$.21=\$25,200) for a total increase of \$34,125 for the fiscal year.

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Cardlock Fueling Services and authorize the Transit Director to enter contract with Sellers Petroleum.

<u>Legal Counsel Review:</u> Legal will work on contract.

Attachments: N/A

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

Richard Marsh – Town of Wellton, Louie Galaviz- City of Somerton



Yuma County Intergovernmental Public Transportation Authority

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

August 19, 2024

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 possible addition of advertising bus

benches and to include these in the YCIPTA Bus Stop Standards.

<u>Requested Action:</u> Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the addition of advertising benches and to include these in the YCIPTA Bus Stop Standards.

<u>Background and Summary:</u> On July 24, 2024, I met with Agustin Tumbaga, Jr., owner of DHG Management and Construction to discuss installation of advertising bus benches at various locations throughout the County. Mr. Tumbaga, Jr. expressed his interest in helping to fund some of these benches and an interest in advertising as well.

I explained to Mr. Tumbaga, Jr. that this would need to be brought before my Board and needed to be approved by the other member entities Boards and Councils to be included in the Standards. He stated that in the meantime he will work on prices and funding and reach back to me.

Financial Impacts: TBD

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the addition of advertising benches and to include these in the YCIPTA Bus Stop Standards

<u>Legal Counsel Review:</u> TBD

Attachments: Pictures of advertising bus benches.

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









YCIPTA Short Range Transit Plan

Final Report Bus Stop Standards



Prepared for:

Yuma Metropolitan Planning Organization

502 South Orange Avenue Yuma, Arizona 85364

On behalf of:

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street Yuma, AZ 85365

Prepared by:

Core Engineering Group, PLLC

200 East 16th Street, Suite 150 *Yuma, AZ 85364*



In association with:
Publictransit.us
4398 Atlas Peak Road
Napa, CA 94558



April 2014



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I. Introduction

Yuma County Intergovernmental Public Transportation Authority (YCIPTA) is committed to providing safe and efficient transit service for Yuma County and other areas in which it serves. The transit system provides safe and convenient bus stop locations on the existing street networks throughout the communities. The safety of not only the ridership of the transit system, but the general travelling public of the roadways and the pedestrians on the sidewalks are of the upmost importance to YCIPTA.

These guidelines have been developed through the cooperation of all the member organizations for YCIPTA. They should be utilized to safely locate and develop bus stops along the transit network. It will provide guidance on spacing and a consistent and efficient manner for the various scenarios encountered throughout the transit area.

The YCIPTA transit service area includes a variety of different community types from urban or suburban areas to rural areas. These guidelines look to address the different conditions; however, modifications for specific instances may be required. Those modifications need to be coordinated with the YCIPTA Transit Director and the local jurisdiction where the bus stop is to be sited. Bus stop locations may vary from time to time depending upon ridership demands, funding, and accessibility to adequate infrastructure. At no time should safety be compromised.

These guidelines are funded through a grant from the State of Arizona Department of Transportation (ADOT) through the Yuma Metropolitan Planning Organization (YMPO) for YCIPTA. The document is part of the Short Range Transit Plan for YCIPTA.

The guidelines presented hereafter are intended to provide criteria for siting proposed bus stop locations and are not meant to supersede the jurisdictional authority of the YMPO member agencies that have adopted or may adopt these standards. Applicants who are pursuing encroachment permits for bus stop locations must conform to these guidelines as well as the jurisdiction's encroachment permit process. Should the conditions at an existing bus stop location change as it relates to this standard, then the jurisdictional authority may require a re-review of the location to determine if it is still appropriate for a bus stop.



II. Definitions

The following definitions are included in these standards for the clarity of application. These definitions are related to the application of these standards within the YCIPTA transit system.

- A. Bus Stop: location where bus picks up and/or drops off passengers. Can refer to on-street or off-street locations.
- B. Bus Stop Pullout: location where bus picks up and/or drops off passengers that is not in an active lane of traffic on a roadway, but is adjacent to an active lane of traffic.
- C. Far-Side Location: the location of a bus stop that is downstream of (after) the intersection.
- D. Mid-Block Location: the location of a bus stop that is between two intersections and not within 250 feet of either intersection.
- E. Near-Side Location: the location of a bus stop that is upstream of (before) an intersection.
- F. Rural Roadway: The classification of roadway that is located in an undeveloped or under developed area. It typically does not have curb at the edge of the pavement. The jurisdictional authority must concur with the classification as identified by the applicant in the encroachment application.
- G. Urban Roadway: A roadway that is located in a developed area and may be bounded by curbing. Typically the roadway also has gutters and sidewalk. The jurisdictional authority must concur with the classification as identified by the applicant in the encroachment application.
- H. Accessible Route: A continuous, unobstructed path that meets the requirements of ADA Accessibility Guidelines (ADAAG).



III. Siting of Bus Stop Location

The siting of the bus stop location on a roadway has several considerations. The spacing between bus stops as well as the location in relation to the nearby intersections are two of the main considerations.

A. Spacing

The spacing between consecutive bus stops on the same route is dependent upon the type of roadway on which the bus stops are located: urban or rural.

<u>Urban Roadway</u>: On an Urban Roadway, the minimum distance between bus stops is ¼ of a mile. Situational exceptions may be allowed by the YCIPTA Transit Director and the local jurisdiction's engineer on a case by case basis. The absolute minimum spacing of the bus stops shall be 1/8 of a mile.

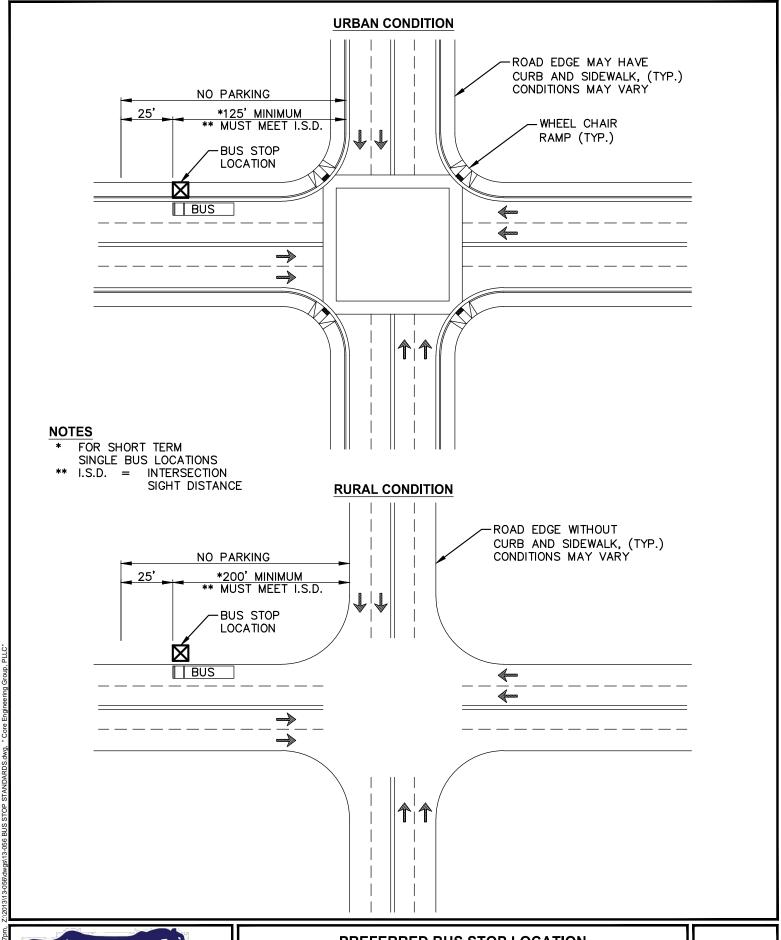
Rural Roadway: On a Rural Roadway, the preferred distance between bus stops is ½ of a mile. If a unique situation arises where a location generates an inordinately high number of riders, an exception may be allowed by the YCIPTA Transit Director and the local jurisdiction's engineer. The minimum spacing of the bus stops shall be ¼ of a mile.

B. Location

There are three basic locations a bus stop may be sited: far-side location, midblock location and near-side location. The location shall be selected to maximize the safety of the traveling public and maintain the flow of traffic per AASHTO documents "A Policy on Geometric Design" and the "Roadside Design Guide" as well as the "Manual on Uniform Traffic Control Devices" (MUTCD). Sight distance for bus stops shall be reviewed as appropriate.

<u>Far-Side Location</u>: (YCIPTA Standard No. 1) The far-side of an intersection location is the preferred location for bus stops. This allows the intersection to continue operating without blocking traffic from accessing the intersection. Sufficient distance from the intersection is required to provide adequate sight distance and queuing for roadway traffic to the through lane. No queuing should be allowed if this location is a transfer bus stop.

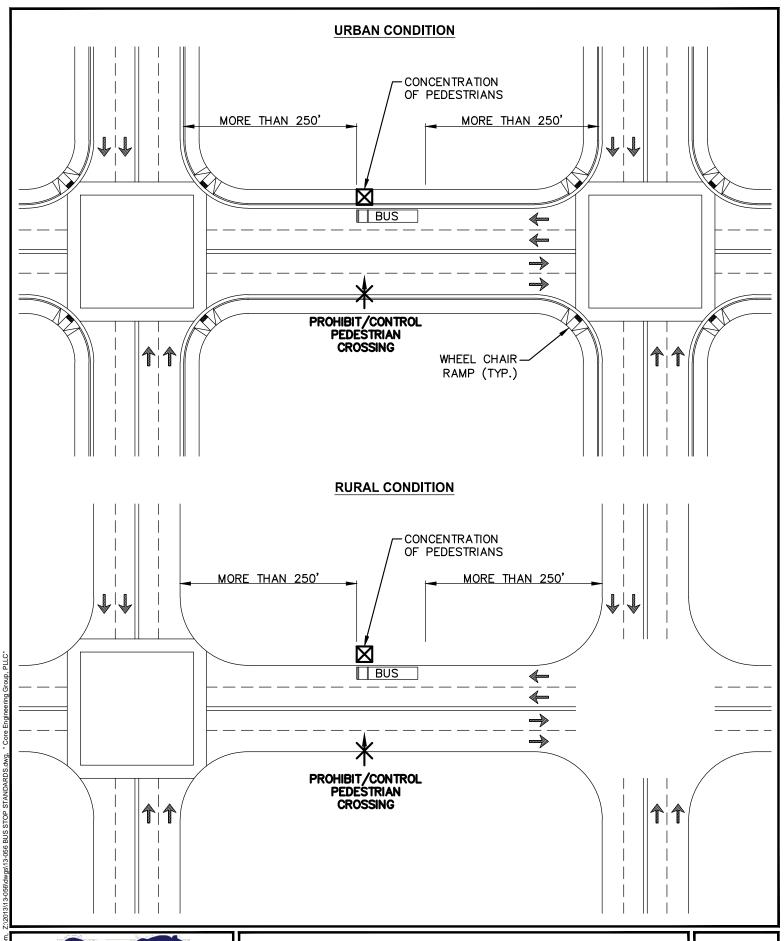
Mid-Block Location: (YCIPTA Standard No. 2) The mid-block location for a bus stop can be considered given specific circumstances. A specific heavy generator of ridership should be identified that has an unrealistic distance to the standard, preferred far-side location. Before implementation, the mid-block location needs to be evaluated for pedestrians crossing the roadway. If little to no pedestrian traffic is expected to cross the roadway to utilize this location, then it may be considered. If this is not the case, then the location shall not be used without mitigating the crossing pedestrian traffic or locating the bus stop at the far-side location to force pedestrian traffic patterns to utilize conventional roadway crossing locations.





PREFERRED BUS STOP LOCATION FAR-SIDE LOCATION BUS STOP STANDARDS

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BUS STOP LOCATION MID-BLOCK CONDITION BUS STOP STANDARDS

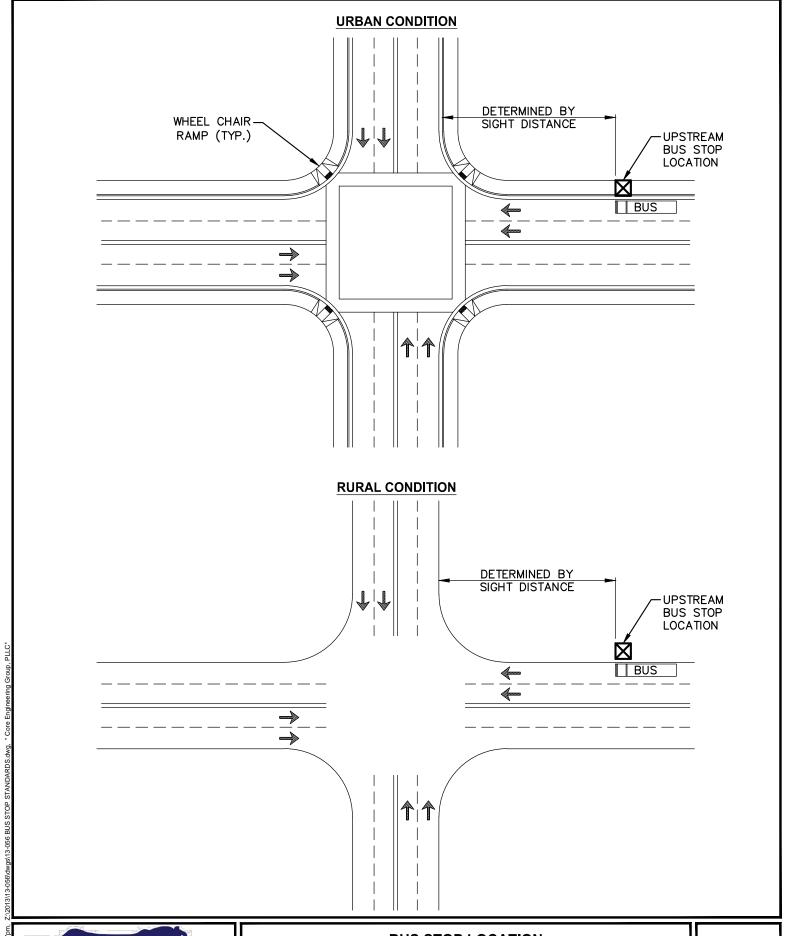
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Near-Side Location: (YCIPTA Standard No. 3) The near-side of an intersection location shall be discouraged unless extenuating circumstances dictate siting the bus stop at the near-side of the intersection. Safety and traffic flow at the proposed near-side location must meet or exceed the corresponding far-side location. The YCIPTA Transit Director and the engineer for the local jurisdiction shall concur that this is the most appropriate location given the unique situation, before a nearside location may be implemented. When appropriate, intersection sight distance shall conform to the local jurisdiction or the AASHTO standard, whichever is applicable. When the near-side of the intersection is being considered, locating bus stops in right turn lanes shall be discouraged so as not to hinder/conflict with this traffic movement.

Other unique locations may need to have different considerations than those presented. The crossing of rail traffic would be one of those considerations and is described below.

<u>Rail Crossing Intersection</u>: When a bus stop occurs at the intersection of a roadway and a rail crossing, the stop shall have a near-side location in relation to the rail crossing. This is to prevent the queuing of vehicular traffic across the tracks and in the potential path of an oncoming train. In this scenario, a far-side intersection location is not permitted without sufficient queuing distance for vehicles trailing the bus between the stopped location of the bus and the crossing arms of the rail crossing.



BUS STOP LOCATION NEAR-SIDE LOCATION BUS STOP STANDARDS

116 ERSION: MARCH 2014



IV. Bus Stop Location in Through Lane

It is common that buses will utilize the existing through lanes of roadways to stop and pick up passengers at bus stops. This situation needs to be addressed with a specific attention to the safety issues inherent with stopping in an active lane of traffic. There are some criteria that need to be met in order to allow this to occur. Some of the criteria differ in the case of the Urban Roadway and the Rural Roadway, however all fall under the Arizona Revised Statutes 28-873 (or California Law/Vehicle Code, Division 11, Chapter 9, Section 22500 for Imperial County Locations).

A. Number of Lanes

The number of lanes in the roadway proceeding in the same direction as the bus traffic is important to allow for continued progression of traffic by the other users of the roadway. In order to facilitate traffic, a minimum of 2 lanes in the same direction of the travel as the bus traffic is required.

In the situation where the roadway has a very low volume of through traffic, a bus stopping within a single lane of traffic may be allowed. This situation will only be allowed with vehicle peak hour volumes of 120 vehicles per hour, per lane, or less. A formal report or memorandum, drafted by the applicant, documenting the volume must be submitted to the jurisdictional authority. The concurrence by both the applicant and the jurisdiction that the report meets this criteria must be achieved. The traffic volumes may be reviewed periodically or upon implementation of new development to ensure that the bus stop location still meets this criteria.

B. Speed of Traffic

The posted speed of traffic on the roadway with the bus stop must be within the appropriate limits noted below. The speed criteria is dependent upon the type of roadway on which the bus stops are located: urban or rural.

<u>Urban Roadway</u>: On an Urban Roadway, the posted or 85% speed limit must not exceed 40 miles per hour for a 2 lane roadway in the direction of travel or 45 miles per hour for a 3 lane roadway in the directional of travel.

<u>Rural Roadway:</u> On a Rural Roadway, the posted or 85% speed limit must not exceed 45 miles per hour for a 2 lane roadway in the direction of travel or 50 miles per hour for a 3 lane roadway in the directional of travel.

Bus stops are prohibited on state highways or state routes with posted speed limits of 55 miles per hour or greater.



C. Driveways

The spacing between a bus stop and a driveway is dependent upon the access to a parcel or parcels serviced by a driveway with consideration given to sight distance. The treatment of this issue is dependent upon the type of roadway on which the bus stops are located: urban or rural.

<u>Urban Roadway</u>: (YCIPTA Standard No. 4) On an Urban Roadway, there are a three different cases to be considered. For this discussion these are designated as Case 1, Case 2 and Case 3.

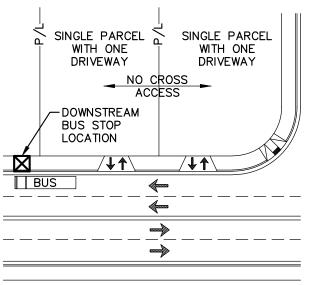
Case 1 is the condition where a parcel or parcels adjacent to the bus stop have only one driveway entrance servicing the parcel(s). Therefore, if this driveway is blocked, access to the parcel is prevented. This type of bus stop location will not be permitted.

Case 2 is the condition where a parcel or group of parcels have 2 or more means of access from the same roadway to the parcel(s). While the preference is to not block a driveway, this condition allows for the bus to block the second or downstream driveway for a short duration of time of up to one minute. Transfer bus stops are allowed to position a bus to block a downstream driveway.

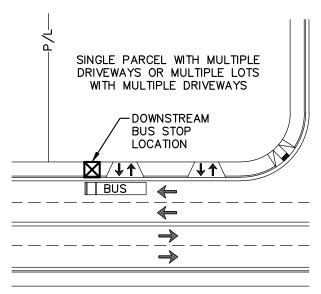
Case 3 is similar to Case 2 except that the second means of access to the parcel or parcels is on another roadway instead of the same roadway the bus stop is located. While the preference is to not block a driveway, this condition allows for the bus to block the driveway for a short duration of time of up to one minute. Transfer bus stop locations are not permitted to block a driveway.

For all of the cases noted, the maximum number of expected buses that are anticipated at a location at one time shall be considered when reviewing a proposed location.

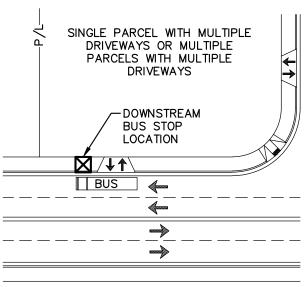
<u>Rural Roadway</u>: On a Rural Roadway, the preferred condition is to prevent a bus stopped at a bus stop location from blocking a driveway. In any case a driveway may be blocked if the subject driveway is an agricultural type, low use access.



CASE 1: SINGLE PARCELS / SINGLE DRIVEWAYS



CASE 2: SINGLE PARCELS / MULTIPLE DRIVEWAYS



CASE 3: SINGLE PARCELS / MULTIPLE DRIVEWAYS





V. Bus Stop Pullout Criteria

Where bus stops cannot be safely operated in a through lane of traffic per the criteria above, a pullout must be provided. The pullout may be on a shoulder or constructed in a pocket specifically for the use as a bus stop pullout. As noted within section III.B, "Near-Side Location", a pullout within a right turn lane shall be discouraged, but may be approved at the discretion of the respective jurisdiction. Sight distance for bus stop pullouts shall be reviewed as appropriate.

A. Number of Lanes

In order to facilitate traffic, a roadway with only 1 lane in the same direction of the travel as the bus route will require a bus stop pullout along the roadway, unless as discussed in Section IV.A.

B. Speed of Traffic

If posted speed of traffic on the roadway with the bus stop exceeds the appropriate limits noted in section IV.B, then a bus stop pullout will be required. The speed criteria is dependent upon the type of roadway on which the bus stops are located: urban or rural.

C. Driveways

Bus stop pullouts shall not be located in the same location as a driveway. The tapering of the pullout may overlap the location of the driveway upon approval of the governing jurisdiction.



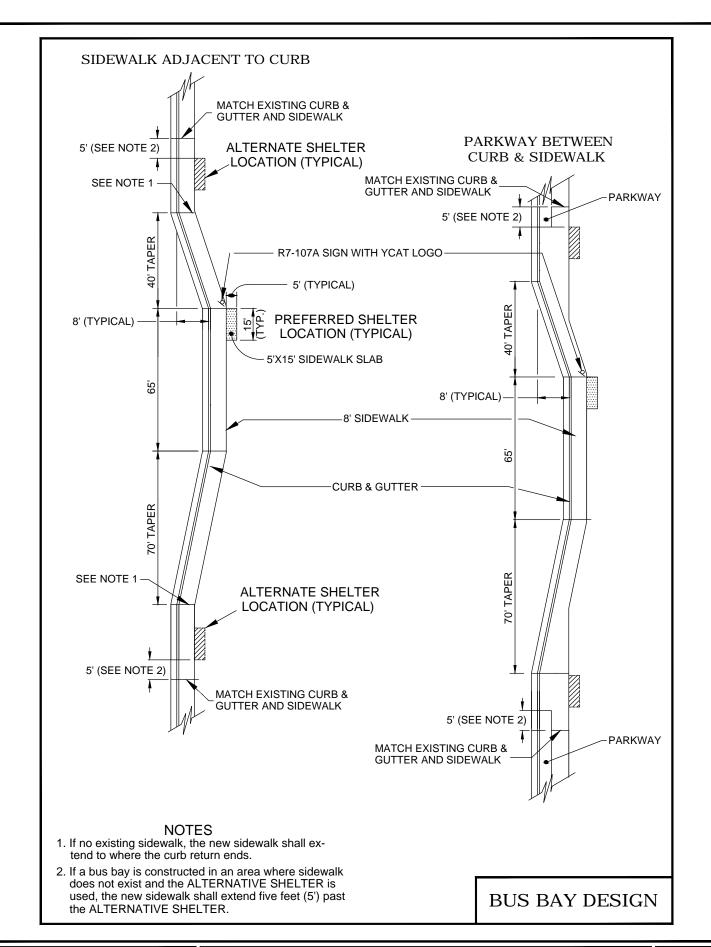
D. Bus Stop Pullout Layouts

The bus stop pullout design is to be consistent as much as practical throughout the YCIPTA network. The following layouts are the standard designs for the described situations.

<u>Urban Roadway</u>: (YCIPTA Standard No. 5) For the Urban Roadway which has curb defining the edge of the roadway see the noted Standard. Proposed modifications to the mentioned standard shall be considered for incorporation into this document. The distances shown in the Standard are minimums. In instances where the adjacent through traffic lane does not have a width greater than 12 feet, the bay width of 8 feet shall be evaluated to determine if a greater width is required.

<u>Rural Roadway</u>: (YCIPTA Standard No. 6) The Rural Roadway typically has no curb defining the edge of roadway. The accompanying Standard shall be utilized for the construction of a bus stop pullout. The dimensions shown in the Standard are minimum distances.

<u>Existing pavement:</u> (YCIPTA Standard No. 7) In the condition where an existing roadway pavement is to be widened specifically for a bus stop pullout, the accompanying Standard is to be utilized. The method of obliteration of the existing edge line stripe is to be coordinated with the local jurisdiction.





URBAN BUS STOP PULLOUT BUS STOP STANDARDS

122 ERSION: MARCH 2014



RURAL BUS STOP PULLOUT BUS STOP STANDARDS

123^{ERSION: MARCH 2014}



RURAL BUS STOP PULLOUT ON EXISTING PAVED SHOULDER BUS STOP STANDARDS

1 2 VERSION: MARCH 2014



VI. Signing

Consistent signing throughout the YCIPTA transit service area is important to ensure passengers can clearly identify a bus stop and drivers can identify the stops from the roadway. This reduces confusion for the communities.

A. Location

The location of the sign shall be immediately adjacent to the location of the landing pad or where a landing pad would be installed – see YCIPTA Standard No. 6 and 7 for preferred location.

B. Format

(YCIPTA Standard No. 8) The sign format shall match the Standard with the correct route references included and shall be as shown. Larger formats may be used when conditions dictate a greater presence.

C. Installation

The bottom of the lowest posted sign shall be installed seven feet above adjacent grade per the MUTCD. The sign shall be mounted on its own post or shared with other posts. A "No Parking" sign shall also be located either on the post or in the adjacent area subject to the approval of the jurisdictional authority. The signage associated with the bus stop shall not obstruct the clear zone visibility per MUTCD or change the shape of a regulatory sign by overlapping the outline of the regulatory sign.

Examples of shared sign installation include: mounting to light poles, power poles and regulatory sign posts with the express written permission of the pole owner. Signs shall not be installed on private property unless the bus stop is located on private property.



599 **BUS STOP NUMBER WITH 6" LETTERS**

BACK

FRONT

12" X 24" SIGN LAYOUT





12" X 18" SIGN LAYOUT



SIGN LAYOUT **BUS STOP STANDARDS**

126'ERSION: MARCH 2014



VII. Amenities

Each bus stop may have amenities for the use and comfort of the passengers.

A. Loading Pad

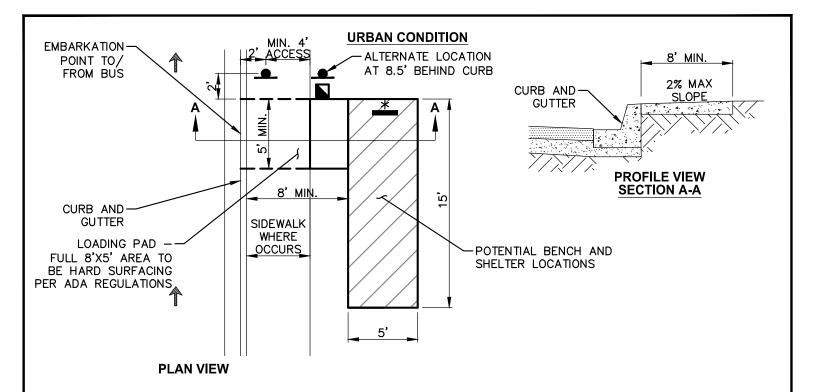
Titles II and III of the "American with Disabilities Act of 1990" (September 15, 2010) and the "2010 ADA Standards for Accessible Design" (ADA) require that a loading pad be provided for the loading and unloading of passengers with disabilities. All bus stop locations that have at least one compliant accessible route (ADA approved paved surface) to a destination shall have a loading pad. As an example, if a bus stop location is sited where an accessible route leads up to a destination, a loading pad is required. Conversely, if a bus stop location is sited where no accessible route serves it, a loading pad is not required per ADA.

(YCIPTA Standard No. 9) The loading pad shall be at a minimum 5 feet wide and 8 feet from the door of the bus to the end of the pad. The pad shall be constructed of materials suitable for ADA surface such as Portland cement concrete and asphaltic concrete. The pad may be part of the street sidewalk or other adequate pavement surfaces present. The slopes of the loading pad shall have a maximum slope of 2%.

B. Benches, Shelters and Trash Receptacles

The use of benches, shelters and trash receptacles are encouraged but not required. The bus stops with higher ridership during the summer months shall be considered for the installation of shelters. When present, the aforementioned bus stop appurtenances (or similar items) shall conform to AASHTO's Roadside Design Guide Table 3-1 "Clear Zone Distance", while also taking into consideration an appropriate location for rider visibility and sun exposure effects.

(YCIPTA Standard Nos. 10 - 13) Benches, shelters, and trash receptacles shall be located to maintain a 5-foot wide path for pedestrian traffic crossing the bus stop location. These items shall have a breakaway bolted or similar base installation and shall be located to prevent excessive routing around said items, however no specific orientation is required. Any installed items shall be located a minimum of 2 feet behind the vertical curb. Should no vertical curb be present, specific care shall be taken to locate items to not interfere with the operation of the bus and other traffic. Note that the aforementioned shelter's color shall conform to paint code RAL1019 per YCIPTA policy.

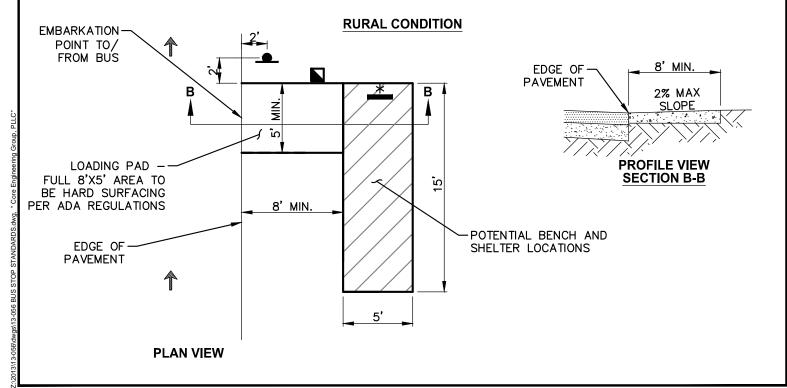


NOTE

- 1. A LOADING PAD IS REQUIRED WHEN THERE IS AT LEAST ONE ACCESSIBLE ROUTE TO THE BUS STOP.
- 2. LOADING PAD MUST CONFORM TO AASHTO'S ROADSIDE DESIGN GUIDE TABLE 3-1.

LEGEND

- DISPLAY PANEL PER
 YCIPTA STD 11
- TRASH RECEPTACLE PER YCIPTA STD 13
- ROUTE SIGN PER YCIPTA STD. 8





LOADING PAD BUS STOP STANDARDS

128 ERSION: MARCH 2014



VIII. Jurisdictions

The intention of this document is that the standards will apply to the full YCIPTA service area, however there are a few agencies that have their own standards and requirements.

<u>Arizona Department of Transportation (ADOT)</u>: Any roadway facilities within the ADOT system will need to meet the ADOT encroachment permit criteria. ADOT Policy and Procedure ENG-2.01 Bus Stop Encroachment Permit, most current version, shall govern the encroachment permit application process.

<u>Imperial County Transportation Commission (ICTC)</u>: The service to the Imperial County area utilizes the existing bus stop locations from ICTC for the Imperial Valley Transit operations. These standards do not apply to ICTC stops.

<u>Bureau of Indian Affairs (BIA)</u>: Many of the roadways on the tribal reservations are owned and managed by the BIA. These standards will be applied to the proposed bus stops on the BIA roadways, however the BIA may comment and revise the criteria. Application shall be made through the local tribal offices.

<u>California Department of Transportation (Caltrans)</u>: Any roadway facilities within the Caltrans system will need to meet the Caltrans encroachment permit criteria. Caltrans Manual for Encroachment Permits on California State Highways, most current version, shall govern the encroachment permit application process – see: http://www.dot.ca.gov/hq/traffops/developserv/permits/. This process is permitted under the California Streets and Highways Code, Sections 660 to 734.

<u>Imperial County</u>: The service to areas of Imperial County that do not have ICTC bus stops will need to meet the County of Imperial Department of Public Works Encroachment Permit Application Package, most current version.



22233 N. 23rd Ave. • Phoenix, Arizona 85027 • Phone: 602-371-3110 • Fax: 623-492-0343 • www.lacorstreetscape.com •



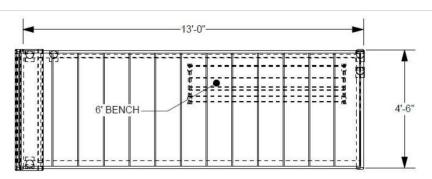
Primavera

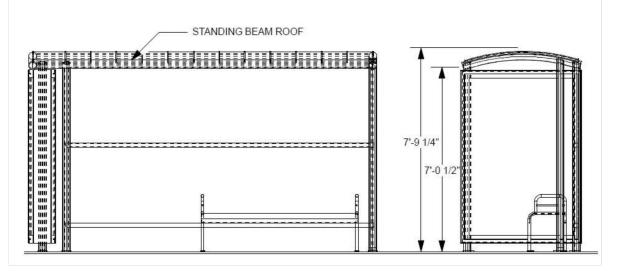
Transit passenger shelter with kiosk, constructed of bent steel pipe and 16-gauge, 42% perforated vertical steel screens rivet-fastened to C-channel frames, allowing for cooling air circulation. Utilizes a shade screen fixed along the back of the shelter.

- · Coating: Oven-baked powder coating, color as requested.
- Size: 13' long x 4' 6" deep x 7' 9-1/4" tall (7' 1/2" to lowest point of roof).
- Frame: 3-1/2" O.D. standard pipe, coped, welded.
- Anchoring: 1/2" anchor bolts through welded steel footing plate.
- · Roof: Standing-seam steel roof.
- Logo Panel: Plexiglass panel with vinyl decal.
- · Lighting: Optional incandescent, fluorescent or solar systems available.
- Kiosk holds three backlit, 4'x6' posters in glass-front enclosures with tamper-proof fasteners.

Perf: Two Panels - 34.8125" x 137" Same as R-12 panel from SWF Perforated Metal Schedule

Note: Upstream "Double Leg": Legs have 4" space between







PRIMAVERA 13' AD SHELTER WITH 2-SIDED KIOSK - PM13AD2C

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13' AD SHELTER WITH 2-SIDED KIOSK BUS STOP STANDARDS

- 22233 N. 23rd Ave. Phoenix, Arizona 85027
- Phone: 602-371-3110 Fax: 623-492-0343
- www.lacorstreetscape.com

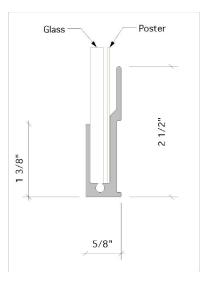


Arcadia

Small Advertising or information display panel constructed of extruded aluminum frame with polycarbonate or safety glass front.

Access to the display materials is via one removable side of the frame, held in place with tamper-resistant hardware.

Color and dimensions as requested.





Arcadia Small DISPLAY PANEL - ARDP

AR

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SMALL DISPLAY PANEL BUS STOP STANDARDS

1 2 VERSION: MARCH 2014

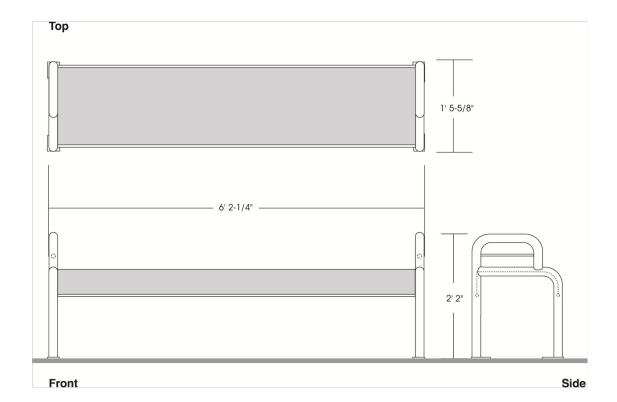
22233 N. 23rd Ave. ● Phoenix, Arizona 85027 ● Phone: 602-371-3110 ● Fax: 623-492-0343 ● www.lacorstreetscape.com ●

STREETSCAPE Transit, Urban & Landscape

Oasis

Backless bench with arms constructed of 10-gauge perforated steel and pin-fastened welded pipe.

- Coating: Oven-baked powder coating. Color as requested.
- Size: OAB5: 5' 2-1/4" long x 1' 5-5/8" deep x 2' 2" tall.
- Size: OAB6: 6' 2-1/4" long x 1' 5-5/8" deep x 2' 2" tall.
- Frame: 1-5/8" x .120 tube, coped, welded.
- Anchoring: 1/2" anchor bolts through welded steel footing plate.
- Bolt-on disks or vandal bars are available to prevent sleeping.





OASIS 6' BENCH WITH ARMS - OAB6

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6' BENCH WITH ARMS BUS STOP STANDARDS



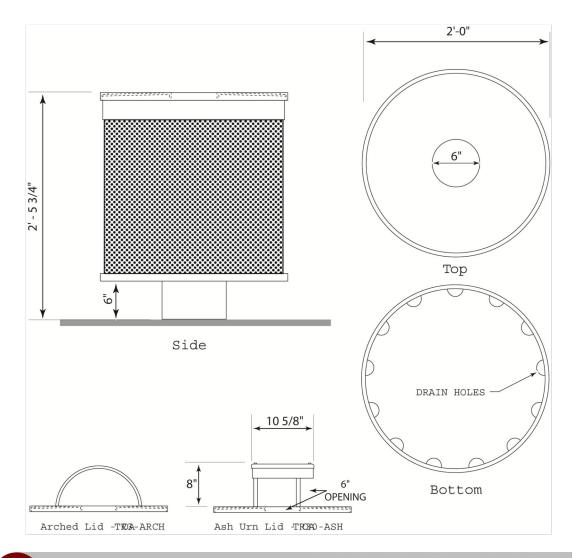
22233 N. 23rd Ave. • Phoenix, Arizona 85027 • Phone: 602-371-3110 • Fax: 623-492-0343 • www.lacorstreetscape.com •



Oneie

Trash receptacle constructed of perforated steel with pin-fastened pipe pedestal. Includes steel lid secured with vandal-resistant hardware.

- Coating: Oven-baked powder coating. Color as requested.
- Size: OATR30 (30 Gallon) 2' wide x 2' 5-3/4" high.
- Size: OATR20 (20 Gallon) 1' 7" wide x 2' 5-3/4" high.
- Size: OATR40 (40 Gallon) 2' wide x 2' 9-3/4" high.
- Anchoring: One 1/2" anchor bolt through bottom of pedestal. Shelter side-mounting available with some shelter/ receptacle combinations.
- Ash-urn, Arched and Domed lid options available.





Oasis 30 gal. Trash Receptacle - OATR30 20 gal - OATR20, 40 gal - OATR40

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30 GALLON TRASH RECEPTACLE BUS STOP STANDARDS



Yuma County Intergovernmental Public Transportation Authority

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

August 19, 2024

Discussion and Action Item 7

To: Yuma County Intergovernmental Public Transportation Authority Board

of Directors

From: Shelly Kreger, Transit Director

Subject: Discussion and or action regarding YCIPTA Shelter and Bus Advertising

Media Kit.

Requested Action: N/A

<u>Background and Summary:</u> Brief summary on some of the advertising requests. AZDES will be running another campaign running from September 9, 2024, to October 13, 2024 totaling \$8,400 in revenue.

YCIPTA was approached by two different agencies regarding a "Go Vote" campaign. The agency wanted every available shelter spot for a two-month period. I sent the proposed contract with one of the agencies to our legal for review.

This is the response that I received from Elizabeth Punpayuk.

"I reviewed the Terms and Conditions, and I also conferenced with Wayne to confirm my interpretation of where we stand. Although it is a commercial transaction in the sense that the groups is paying YCIPTA for the advertising space, the Advertisement itself does not contain a commercial transaction, rather it contains a political call to action (get out and vote). Our Licensing Agreements with the member entities expressly prohibit this kind of advertising and they do that because it runs afoul of the federal codes of ethics for a governmental agency to promote a political agenda.

If YCIPTA were to complete this contract and place the advertising, there would then likely be calls from other political action groups for space as well. Eventually you would run out of space and the group that was not able to advertise would likely raise the issue with the FTA potentially risking the grants. I cannot recommend that YCIPTA proceeds with this Agreement. "

Due to legals advice, YCIPTA did not enter into a contract with this agency.

There was a potential of over \$130,000 in revenue.

Financial Impacts: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments:

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:

Chuston

Shelly Kreger, Transit Director





Monthly YCIPTA Board Meeting Report RATP Dev Shane Bollar GM RATP Dev USA 08/26/2024

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

- Safety Update: Since the last board meeting, we haven't had any collisions or workplace injuries.
- Staffing level update: We are 2 Operators away from being fully staffed and have interviews scheduled for next week. We have a strong pipeline of candidates that are provided by Arizona at Work. Our New Safety and Training Manager started in late June and has been focused on getting our new hires trained and into revenue service.
- Operations Update: Anabel Teran to discuss service issues. Missed Trips, Cancelled Routes.
- Maintenance Update: Maintenance Manager Max Isbell- Down List Update. A/C and MIL Light issues.



Yuma County Intergovernmental Public Transportation Authority

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

Transit Directors Report

- Staff update: Carol Perez's last day with YCIPTA will be 9/13/24. David
 Garcia is training daily with Carol to take over Carol's role as Transit
 Operations Manager. David will keep many of his current duties (Quality
 Assurance) and assuming most of Carol's. We will be hiring a new staff
 member that will be taking on the advertising role as well as the remaining
 tasks from both Carol's tasks and David's. I am working on a job
 description for this position and will be posting in the upcoming weeks.
- I attended a Zoom presentation with Peak Transit. Peak Transit provides an App, automated voice announcement and vehicle tracking software. I have provided some of their information and the quote that they sent. The quote is for all three of those items. The most expensive being the routers for the vehicles in order to track them.
- Attended the Small Urban Network Conference on August 15 16, 2024 in Alexandria, VA. This is an annual conference of the small urban transit agencies across the nation. Sessions included Bus Grant Analysis, Legislative, FTA Safety and NTD, Transit Relevance.
- Attended the virtual Yuma Transportation Master Plan Steering Committee
- Placed stickers in English and Spanish on all vehicles stating that it is a Felony to assault a Transit worker.

NOTICE

ASSAULTING A BUS OPERATOR
IS A FELONY AND PUNISHABLE
BY PRISON TIME.

AGREDIR A UN CONDUCTOR DE
AUTOBÚS ES UN DELITO GRAVE Y
SE CASTIGA CON PRISIÓN.

- Attended webinar from FTA on the Public Transportation Agency Safety Plan (PTASP) updates.
- I will be having my knee replacement surgery on 8/27/24. I will be out of the office for 3-4 weeks but will be working from home most of that time and ca be reached via email or by phone.



Public transit can be complex & unpredictable.

Inefficient operations, uncertain passenger counts, outdated technology, and more, lead to frustrated operators and dissatisfied riders.

Un-complicate with Peak Transit



Simple-to-Use CAD/AVL Software: Experience drag-and-drop route editing, efficient schedule management, and seamless creation of blocks and paddles for unparalleled control.

Custom-Branded Passenger Apps: Offer real-time transit information in the palm of riders' hands, improving their experience with convenient access to schedules and updates.

Mobile Data Terminals: Equip your fleet with advanced terminals, streamlining communications and data management for drivers, enhancing operational efficiency.

Automatic Passenger Counting: Utilize precise data to optimize capacity and plan routes effectively, ensuring smarter, data-driven operational decisions.

Digital Signage: Engage and inform riders with dynamic, realtime displays, enhancing their journey with up-to-the-minute travel information and alerts.

Automatic Voice Announcements: Provide consistent, clear communication to passengers, ensuring important information is conveyed effectively throughout their journey.



SALES QUOTE

CONFIDENTIAL

PEAK TRANSIT, LLC 600 E. COLONIAL DR. STE 100 Orlando, Florida 32803

Harrison Collins, Account Executive

Harrison@peaktransit.com

*Prices will remain firm for 60 days

Customer Name: Yuma County Area Transit

Address: 2715 East 14th Street

Yuma, AZ 85365

Notice of Contact: Shelly Kreger

Email: skreger@ycipta.az.gov

Estimate Date: August 01, 2024

Cadlepoint R920 Router Three Year Netcloud included 5-in-1 Dome Antenna Required for routers ITS Configuration AVL Hardware Installation AVL Project Management AVL Virtual Training Workshop Session Travel Shipping AVL Software License Realtime Passenger Information System (RTP) White Label Mobile Apps (105 & Android) Web Apps (Desktop & Mobile Web)	28 28 9 28 1 1 1 1 28	1,650.00 200.00 500.00 800.00 1,000.00 500.00 500.00 900.00	46,200.00 5,600.00 4,500.00 22,400.00 1,000.00 500.00 500.00	
5-in-1 Dome Antenna Required for routers ITS Configuration AVL Hardware Installation AVL Project Management AVL Virtual Training Workshop Session Travel Shipping AVL Software License Realtime Passenger Information System (RTPI) White Label Mobile Apps (iOS & Android)	28 9 28 1 1 1	200.00 500.00 800.00 1,000.00 500.00 0.00	5,600.00 4,500.00 22,400.00 1,000.00 500.00	
ITS Configuration AVL Hardware Installation AVL Project Management AVL Virtual Training Workshop Session Travel Shipping AVL Software License Realtime Passenger Information System (RTPI) White Label Mobile Apps (iOS & Android)	9 28 1 1 1	500.00 800.00 1,000.00 500.00 0.00 500.00	4,500.00 22,400.00 1,000.00 500.00	
AVL Hardware Installation AVL Project Management AVL Virtual Training Workshop Session Travel Shipping AVL Software License Realtime Passenger Information System (RTPI) White Label Mobile Apps (iOS & Android)	28 1 1 1 1	800.00 1,000.00 500.00 0.00 500.00	22,400.00 1,000.00 500.00 0.00	
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AVL Virtual Training Workshop Session Travel Shipping AVL Software License Realtime Passenger Information System (RTPI) White Label Mobile Apps (iOS & Android)	1 1 1	500.00 0.00 500.00	500.00 0.00	
Travel Shipping AVL Software License Realtime Passenger Information System (RTPI) White Label Mobile Apps (iOS & Android)	1	0.00 500.00	0.00	
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AVL Software License Realtime Passenger Information System (RTPI) White Label Mobile Apps (iOS & Android)			500.00	
AVL Software License Realtime Passenger Information System (RTPI) White Label Mobile Apps (iOS & Android)	28	900.00		
White Label Mobile Apps (iOS & Android)				25,200.00
White Label Mobile Apps (iOS & Android)				
Web Apps (Desktop & Mobile Web)	1	Included		
	1	Included		
Automated Voice Annunciation (AVA)				
Waysine AVAS	21	3,500.00	73,500.00	
AVAS Installation	21	1,000.00	21,000.00	
AVA Project Management AVA Subscription & Support	1 21	1,000.00 350.00	1,000.00	7,350.0
	21	330.00		7,330.00
Automatic Passenger Counting (APC)				
APC Integration Installation	28	250.00	7,000.00	
APC Project Management	1	1,000.00	1,000.00	4 200 0
APC Subscription & Support	28	150.00		4,200.00
Cellular Data Annual Cellular Data Transmission	28	250.00		7,000.00
	20	230.00		7,000.00
GTFS-RT				
GTFS-RT Subscription & Support	1	3,000.00		3,000.00
		Total Capital Costs		
		Total Annual Costs		\$46,750.00
		Total Year One		\$230,950.00
Special Notes:				

 $Thank \ you \ for \ your \ consideration. \ If \ you \ have \ any \ questions \ please \ don't \ he sit ate \ to \ contact \ me: \\ Harrison@peaktransit.com$

^{*}All applicable sales/use tax are additional

^{**}Capital Costs are due at signing





June 2024 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of June 2024.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on July 12, 2024.

OPERATIONS

Fixed Route

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

	Reported	Scheduled	Difference
Revenue Hours	2,797.5	2,788.5	9.0
Total Hours	3,068.7	3,059.3	9.3
Revenue Miles	59,049	59,433	(384)
Total Miles	65,710	66,554	(844)
Passengers per Revenue Hour		8.9	
Passengers per Revenue Mile		0.4	

^{.3} Hours of Special Service run.

Demand Response

Following are the actual miles and hours reported by contractor:

Revenue Hours	371.8
Total Hours	487.0
Revenue Miles	6,323
Total Miles	9,108
Average Weekday Revenue Hours	16.9
Passengers per Revenue Hour	1.8
Passengers per Revenue Mile	0.1

140

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 **55** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected. There were **0** unreported roadcalls.

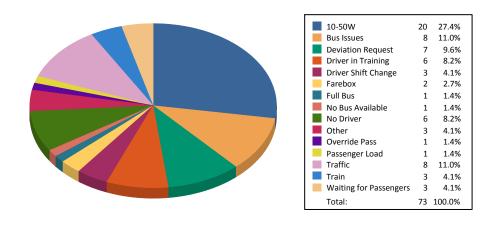
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

Late to First Stop: There were **79** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in delayed service.

Logging Out Early: There were **0** occurrences where the operator logged off before the end of revenue service.

Delays: During the month of June, **73** delays were reported by the contractor. The average delay was **14** minutes. The delays are broken down as follows:

Delays by Category



Customer Comments: During the month of June, **5** complaints were called in. Of these the contractor followed up on **5**. In addition, **0** commendations were called in.

MAINTENANCE

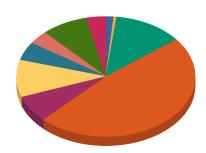
PMIs Completed: There were **19** PMIs completed during the month of June. Of these, **0** were completed late based on the information entered into The Reporting Solution.

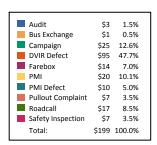
Roadcalls: There were 18 roadcalls/bus exchanges for the month of June.

- o **17** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o 4,437 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 **51** open work orders.

REPORTS

Monthly Reports: The following Monthly Reports are attached:

- o Fixed Route Operating Summary Systemwide
- o Ridership and Fares
- o Miles and Hours by Route
- o On Call Operating Summary
- o PMIs Completed

IT SUPPORT

Back-up: Solutions for Transit is backing up the data entered into The Reporting Solution daily. It is being placed on the Solutions for Transit home server in Lodi.



OPERATING SUMMARY - Systemwide Fiscal Year 2024

Systemwide		Qu	arter			Qu	arter			Qu	arter			YTD			
	Jul-23	Aug-23	Sep-23	Qtr Total	Oct-23	Nov-23	Dec-23	Qtr Total	Jan-24	Feb-24	Mar-24	Qtr Total	Apr-24	May-24	Jun-24	Qtr Total	
Weekday Ridership	19,868	32,408	33,934	86,210	38,683	35,397	28,975	103,054	32,111	32,898	36,311	101,321	34,592	32,509	22,513	89,613	380,198
Saturday Ridership	2,183	1,790	2,656	6,629	2,548	1,777	3,161	7,486	2,441	2,621	9,484	14,546	2,342	2,219	2,369	6,930	35,591
Total Ridership	22,051	34,198	36,590	92,839	41,231	37,174	32,136	110,540	34,552	35,519	45,795	115,867	36,934	34,728	24,882	96,543	415,789
Weekday Revenue Hours	2,493.3	2,887.3	2,580.1	7,960.8	2,853.5	2,665.9	2,582.9	8,102.3	2,745.0	2,608.5	2,744.4	8,097.8	2,850.0	2,845.5	2,539.8	8,235.3	32,396.
Saturday Revenue Hours	258.3	205.2	258.9	722.4	225.4	155.0	260.9	641.4	205.4	209.7	332.4	747.5	207.0	204.4	257.7	669.1	2,780.
Total Revenue Hours	2,751.6	3,092.5	2,839.0	8,683.2	3,078.9	2,820.9	2,843.8	8,743.7	2,950.4	2,818.2	3,076.7	8,845.3	3,057.0	3,049.9	2,797.5	8,904.4	35,176.6
Weekday Total Hours	2,730.9	3,167.5	2,857.7	8,756.2	3,169.3	2,960.3	2,854.7	8,984.3	3,042.5	2,891.1	3,049.8	8,983.4	3,156.4	3,153.8	2,781.3	9,091.5	35,815.3
Saturday Total Hours	288.5	229.5	288.1	806.1	254.5	173.2	291.9	719.6	229.8	235.0	371.0	835.8	230.2	227.6	287.4	745.2	3,106.9
Total Hours	3,019.5	3,397.0	3,145.8	9,562.3	3,423.8	3,133.5	3,146.6	9,703.9	3,272.2	3,126.1	3,420.9	9,819.2	3,386.6	3,381.4	3,068.7	9,836.7	38,922.2
Weekday Revenue Miles	52,927	60,854	55,104	168,885	60,837	56,663	54,424	171,924	58,043	55,123	58,298	171,464	60,433	60,448	53,776	174,657	686,93
Saturday Revenue Miles	5,212	4,181	5,279	14,672	4,272	3,115	5,205	12,592	4,228	4,239	6,045	14,512	4,176	4,144	5,273	13,593	55,369
Total Revenue Miles	58,139	65,035	60,383	183,557	65,109	59,778	59,629	184,516	62,271	59,362	64,343	185,976	64,609	64,592	59,049	188,250	742,299
Weekday Total Miles	58,245	67,587	61,755	187,587	68,202	63,768	61,218	193,188	65,370	62,277	65,856	193,503	67,978	68,068	59,714	195,760	770,038
Saturday Total Miles	5,935	4,760	6,029	16,724	5,001	3,546	5,911	14,458	4,787	4,800	6,929	16,516	4,756	4,718	5,996	15,470	63,16
Total Miles	64,180	72,347	67,784	204,311	73,203	67,314	67,129	207,646	70,157	67,077	72,785	210,019	72,734	72,786	65,710	211,230	833,20
# Operating Weekdays	20	23	20	63	22	21	20	63	21	20	21	62	22	22	20	64	25
# Operating Saturdays	5	4	5	14	4	3	5	12	4	4	5	13	4	4	5	13	5
# Total Operating Days	25	27	25	77	26	24	25	75	25	24	26	75	26	26	25	77	30
Avg Weekday Ridership	993.4	1,409.1	1,696.7	1,368.4	1,758.3	1,685.6	1,448.7	1,635.8	1,529.1	1,644.9	1,729.1	1,634.2	1,572.3	1,477.7	1,125.6	1,400.2	1,508.
Avg Saturday Ridership	436.6	447.5	531.2	473.5	637.0	592.3	632.2	623.8	610.3	655.3	1,896.8	1,118.9	585.5	554.8	473.8	533.1	684.
Avg Daily Ridership	882.0	1,266.6	1,463.6	1,205.7	1,585.8	1,548.9	1,285.4	1,473.9	1,382.1	1,480.0	1,761.3	1,544.9	1,420.5	1,335.7	995.3	1,253.8	1,367.
Wkday Ridership/Rev Hr	8.0	11.2	13.2	10.8	13.6	13.3	11.2	12.7	11.7	12.6	13.2	12.5	12.1	11.4	8.9	10.9	11.
Sat Ridership/Rev Hr	8.5	8.7	10.3	9.2	11.3	11.5	12.1	11.7	11.9	12.5	28.5	19.5	11.3	10.9	9.2	10.4	12.
Avg Weekday Rev Hours	124.7	125.5	129.0	126.4	129.7	126.9	129.1	128.6	130.7	130.4	130.7	130.6	129.5	129.3	127.0	128.7	128.
Avg Saturday Rev Hours	51.7	51.3	51.8	51.6	56.4	51.7	52.2	53.4	51.3	52.4	66.5	57.5	51.7	51.1	51.5	51.5	53.
Avg Weekday Rev Miles	2,646	2,646	2,755	2,681	2,765	2,698	2,721	2,729	2,764	2,756	2,776	2,766	2,747	2,748	2,689	2,729	2,72
Avg Saturday Rev Miles	1,042	1,045	1,056	1,048	1,068	1,038	1,041	1,049	1,057	1,060	1,209	1,116	1,044	1,036	1,055	1,046	1,06

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File Name: Operating Summary by System GFI.rot



RIDERSHIP AND FARES

Period: 6/1/2024 to 6/30/2024

	Cash Fares Day Pa					sses Sold Passes Accepted						Free				Special Revenues						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	832	335	0	62	28	333	152	12	0	21	1	0	13	0	1	357	36	8	6	73	0	2,191
Green 4	379	283	0	82	81	469	164	22	0	49	0	0	15	2	8	65	84	64	8	62	0	1,767
Green 4A	228	211	0	31	55	330	99	13	0	32	0	0	9	3	1	43	52	38	13	21	0	1,145
Blue 5	269	129	2	92	53	345	198	0	0	11	0	0	7	0	0	11	59	0	1	99	0	1,174
Purple 6	277	185	0	69	27	195	104	2	0	50	0	0	8	0	2	71	1,011	36	9	51	0	2,037
Gold 8	24	27	4	7	15	34	10	1	0	0	0	0	2	1	0	24	1	4	2	0	0	150
Silver 9	3	0	0	0	0	0	6	4	0	0	0	0	0	0	0	87	4	0	0	15	0	104
Turquoise 10	233	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	4	5	0	235
Yellow 95	7,422	4,051	1	623	218	1,744	804	79	0	139	0	0	52	11	12	558	305	61	43	379	0	16,079
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:	9,667	5,221	7	966	477	3,450	1,537	133	0	304	1		106	17	24	1,216	1,552	211	86	705	0	24,882

REVENUE:

Total Revenue: \$29,801.96 Unclassified Revenue: \$864.88 As a % of Total: 2.90%



TOTAL MILES AND HOURS BY ROUTE June 2024

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	344.5	40.0	384.5	6,490	300	6,790
Brown Route 3						
Green Route 4	279.5	14.1	293.6	4,647	207	4,854
Green Route 4A	216.5	13.8	230.3	3,800	189	3,989
Blue Route 5	252.0	11.1	263.1	6,267	163	6,430
Purple Route 6	477.5	33.0	510.5	10,554	726	11,280
Gold Route 8	59.0	30.8	89.8	1,836	848	2,684
Silver Route 9	32.0	25.6	57.6	1,019	881	1,900
Turquoise Route 10	69.6	9.2	78.8	3,015	153	3,168
Yellow Route 95	1,066.7	92.7	1,159.4	21,415	3,185	24,600
Specials	0.3	0.9	1.2	6	9	15

Totals for June 2024			
Total Hours	3,068.68	Total Miles	65,710
Revenue Hours	2,797.52	Revenue Miles	59,049
Non-Revenue Hours	271.17	Non-Revenue Miles	6,661

File Name: Total Miles and Hours by Route FR.rpt
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OPERATING SUMMARY - On-Call Fiscal Year 2024

		Qu	arter			Qu	arter			Qua	arter			Qu	arter		YTD
	Jul-23	Aug-23	Sep-23	Qtr	Oct-23	Nov-23	Dec-23	Qtr	Jan-24	Feb-24	Mar-24	Qtr	Apr-24	May-24	Jun-24	Qtr	
Weekday Ridership	459	562	469	1,490	573	571	504	1,648	562	508	616	1,686	583	610	600	1,793	6,61
Saturday Ridership	17	54	65	136	27	28	58	113	70	46	56	172	32	33	56	121	54
Total Ridership	476	616	534	1,626	600	599	562	1,761	632	554	672	1,858	615	643	656	1,914	7,15
Weekday Revenue Hours	231.7	283.8	236.3	751.7	280.0	286.5	287.8	854.3	326.6	277.3	314.0	917.9	317.3	343.1	337.3	997.7	3,521
Saturday Revenue Hours	43.2	28.5	41.7	113.4	18.8	21.5	34.4	74.7	38.4	33.3	40.9	112.6	24.0	20.7	34.5	79.3	379
Total Revenue Hours	274.9	312.3	278.0	865.2	298.7	308.0	322.3	929.0	365.0	310.6	354.9	1,030.5	341.3	363.8	371.8	1,077.0	3,901
Weekday Total Hours	301.3	367.8	316.6	985.7	361.9	368.7	368.2	1,098.8	422.0	360.5	400.7	1,183.1	410.1	434.7	438.8	1,283.5	4,551
Saturday Total Hours	55.0	36.6	59.4	150.9	28.0	29.2	52.3	109.5	53.3	42.7	52.3	148.2	40.3	33.5	48.2	122.0	530
Total Hours	356.2	404.4	376.0	1,136.7	390.0	398.0	420.4	1,208.4	475.4	403.1	452.9	1,331.4	450.5	468.2	487.0	1,405.6	5,081
Weekday Revenue Miles	3,276	4,160	3,125	10,561	3,854	4,070	4,024	11,948	4,865	3,993	4,158	13,016	4,787	5,135	5,694	15,616	51,1
Saturday Revenue Miles	936	613	838	2,387	442	412	768	1,622	823	688	673	2,184	467	443	629	1,539	7,73
Total Revenue Miles	4,212	4,773	3,963	12,948	4,296	4,482	4,792	13,570	5,688	4,681	4,831	15,200	5,254	5,578	6,323	17,155	58,87
Weekday Total Miles	4,988	6,344	5,014	16,346	5,724	6,166	6,047	17,937	6,963	5,982	5,852	18,797	6,757	7,303	8,146	22,206	75,2
Saturday Total Miles	1,389	894	1,197	3,480	765	632	1,152	2,549	1,148	927	917	2,992	840	758	962	2,560	11,5
Total Miles	6,377	7,238	6,211	19,826	6,489	6,798	7,199	20,486	8,111	6,909	6,769	21,789	7,597	8,061	9,108	24,766	86,8
# Operating Weekdays	20	23	20	63	22	21	20	63	21	20	21	62	22	22	20	64	2
# Operating Saturdays	5	4	5	14	4	3	5	12	4	4	5	13	4	4	5	13	
# Total Operating Days	25	27	25	77	26	24	25	75	25	24	26	75	26	26	25	77	3
Avg Weekday Ridership	23.0	24.4	23.5	23.7	26.0	27.2	25.2	26.2	26.8	25.4	29.3	27.2	26.5	27.7	30.0	28.0	26
Avg Saturday Ridership	3.4	13.5	13.0	9.7	6.8	9.3	11.6	9.4	17.5	11.5	11.2	13.2	8.0	8.3	11.2	9.3	10
Avg Daily Ridership	19.0	22.8	21.4	21.1	23.1	25.0	22.5	23.5	25.3	23.1	25.8	24.8	23.7	24.7	26.2	24.9	23
Wkday Ridership/Rev Hr	2.0	2.0	2.0	2.0	2.0	2.0	1.8	1.9	1.7	1.8	2.0	1.8	1.8	1.8	1.8	1.8	1
Sat Ridership/Rev Hr	0.4	1.9	1.6	1.2	1.4	1.3	1.7	1.5	1.8	1.4	1.4	1.5	1.3	1.6	1.6	1.5	•
Avg Weekday Rev Hours	11.6	12.3	11.8	11.9	12.7	13.6	14.4	13.6	15.6	13.9	15.0	14.8	14.4	15.6	16.9	15.6	14
Avg Saturday Rev Hours	8.6	7.1	8.3	8.1	4.7	7.2	6.9	6.2	9.6	8.3	8.2	8.7	6.0	5.2	6.9	6.1	7
Avg Weekday Rev Miles	164	181	156	168	175	194	201	190	232	200	198	210	218	233	285	244	2
Avg Saturday Rev Miles	187	153	168	171	111	137	154	135	206	172	135	168	117	111	126	118	14

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PMIs COMPLETED

Period: 6/1/2024 - 6/30/2024

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	PMI	
153	5000 miles	149,629	154,130	4,501	On Time	A-5	
200	6000 miles	344,048	349,804	5,756	On Time	A-1	
201	6000 miles	350,299	355,716	5,417	On Time	A-4	
203	6000 miles	301,963	307,679	5,716	On Time	A-6	
205	6000 miles	274,680	280,414	5,734	On Time	A-2	
206	6000 miles	243,427	249,095	5,668	On Time	A-1	
208	6000 miles	106,516	112,190	5,674	On Time	A-4	
209	6000 miles	125,129	130,939	5,810	On Time	С	
210	6000 miles	96,888	102,353	5,465	On Time	A-3	
211	6000 miles	108,316	113,952	5,636	On Time	A-4	
212	6000 miles	107,463	113,005	5,542	On Time	A-4	
212	6000 miles	113,005	113,300	295	Early	A-4	
251	6000 miles	85,251	90,863	5,612	On Time	A-3	
301	4000 miles	220,696	224,479	3,783	On Time	A-8	
350	4000 miles	189,927	193,293	3,366	Early	A-3	
351	4000 miles	207,594	211,778	4,184	On Time	С	
351	4000 miles	211,778	215,206	3,428	Early	A-1	
1101	4000 miles	134,188	137,964	3,776	On Time	B-2	
1102	4000 miles	121,817	125,567	3,750	On Time	A-7	

PMIs Completed: 19

On Time: 16 84.2% Early: 3 15.8% Late: 0 0.0%

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

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July 2024 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of July 2024.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on August 08, 2024.

OPERATIONS

Fixed Route

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

	Reported	Scheduled	Difference
Revenue Hours	2,984.1	2,983.6	0.5
Total Hours	3,257.9	3,262.5	(4.6)
Revenue Miles	62,939	63,615	(676)
Total Miles	69,703	70,837	(1,134)
Passengers per Revenue Hour		8.3	
Passengers per Revenue Mile		0.4	

^{.5} Revenue Hours driven in Special Service.

Demand Response

Following are the actual miles and hours reported by contractor:

Revenue Hours	368.0
Total Hours	494.5
Revenue Miles	6,136
Total Miles	9,234
Average Weekday Revenue Hours	15.9
Passengers per Revenue Hour	1.7
Passengers per Revenue Mile	0.1

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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 64 entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected. There were 3 unreported roadcalls.

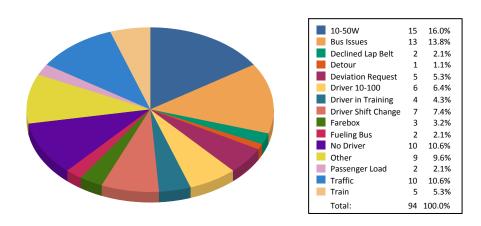
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

Late to First Stop: There were **77** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in delayed service.

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

Delays: During the month of July, **94** delays were reported by the contractor. The average delay was **19** minutes. The delays are broken down as follows:

Delays by Category



Customer Comments: During the month of July, **12** complaints were called in. Of these the contractor followed up on **12**. In addition, **0** commendations were called in.

MAINTENANCE

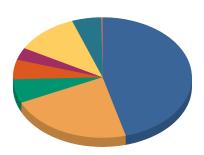
PMIs Completed: There were **18** PMIs completed during the month of July. Of these, **0** were completed late based on the information entered into The Reporting Solution.

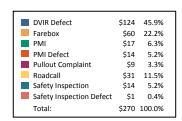
Roadcalls: There were 31 roadcalls/bus exchanges for the month of July.

- o **31** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o 2,625 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 45 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	Qu	arter	YTD		
	Jul-24	Qtr Total			
Weekday Ridership	23,098	23,098	23,098		
Saturday Ridership	1,749	1,749	1,749		
Total Ridership	24,847	24,847	24,847		
Weekday Revenue Hours	2,777.1	2,777.1	2,777.1		
Saturday Revenue Hours	207.0	207.0	207.0		
Total Revenue Hours	2,984.1	2,984.1	2,984.1		
Weekday Total Hours	3,028.0	3,028.0	3,028.0		
Saturday Total Hours	229.9	229.9	229.9		
Total Hours	3,257.9	3,257.9	3,257.9		
Weekday Revenue Miles	58,776	58,776	58,776		
Saturday Revenue Miles	4,163	4,163	4,163		
Total Revenue Miles	62,939	62,939	62,939		
Weekday Total Miles	64,968	64,968	64,968		
Saturday Total Miles	4,735	4,735	4,735		
Total Miles	69,703	69,703	69,703		
# Operating Weekdays	22	22	22		
# Operating Saturdays	4	4	4		
# Total Operating Days	26	26	26		
Avg Weekday Ridership	1,049.9	1,049.9	1,049.9		
Avg Saturday Ridership	437.3	437.3	437.3		
Avg Daily Ridership	955.7	955.7	955.7		
Wkday Ridership/Rev Hr	8.3	8.3	8.3		
Sat Ridership/Rev Hr	8.4	8.4	8.4		
Avg Weekday Rev Hours	126.2	126.2	126.2		
Avg Saturday Rev Hours	51.7	51.7	51.7		
Avg Weekday Rev Miles	2,672	2,672	2,672		
Avg Saturday Rev Miles	1,041	1,041	1,041		

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File Name: Operating Summary by System GFLrot



Period: 7/1/2024 to 7/31/2024

		Cash Fa	ares	Day Passe	s 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	•	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	978	348	0	51	25	412	148	5	0	14	0	0	14	1	0	474	55	1	6	98	0	2,526
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	344	242	0	67	76	519	128	18	0	35	0	0	11	1	1	59	83	11	12	56	0	1,595
Green 4A	205	183	0	44	89	495	79	12	0	28	0	0	12	1	4	24	93	12	7	46	0	1,281
Blue 5	203	133	3	110	38	327	215	0	0	18	0	0	2	0	0	25	34	0	2	116	0	1,105
Purple 6	344	173	1	61	43	253	139	0	0	43	0	0	3	2	2	47	1,197	2	42	90	0	2,309
Gold 8	27	13	5	13	18	36	28	0	0	2	0	1	3	4	0	40	4	0	2	0	0	189
Silver 9	4	0	0	1	0	0	1	0	0	0	0	0	0	0	0	35	2	0	0	7	0	43
Turquoise 10	254	2	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5	5	0	258
Yellow 95	7,473	3,768	0	695	199	1,760	612	68	0	234	0	2	58	18	8	384	238	12	62	348	3	15,529
Specials	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	12
Grand Total:	9,832	4,862	9	1,043	488	3,803	1,350	103	0	374	0	15	103	27	15	1,088	1,706	38	138	766	3	24,847

REVENUE:

Total Revenue: \$30,172.28
Unclassified Revenue: \$732.13
As a % of Total: 2.43%



TOTAL MILES AND HOURS BY ROUTE July 2024

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	369.8	44.0	413.8	6,956	312	7,268
Brown Route 3						
Green Route 4	297.8	13.7	311.5	4,973	216	5,189
Green Route 4A	239.5	14.7	254.2	4,167	206	4,373
Blue Route 5	267.0	10.9	277.8	6,497	171	6,668
Purple Route 6	512.2	32.8	545.0	11,271	768	12,039
Gold Route 8	63.0	36.4	99.4	2,002	991	2,993
Silver Route 9	19.9	18.8	38.6	699	600	1,299
Turquoise Route 10	80.8	10.0	90.8	3,521	173	3,694
Yellow Route 95	1,133.7	92.1	1,225.7	22,848	3,319	26,167
Specials	0.5	0.4	0.9	5	8	13

3,257.93	Total Miles	69,703
2,984.15	Revenue Miles	62,939
273.78	Non-Revenue Miles	6,764
	2,984.15	2,984.15 Revenue Miles





	Qu	arter	YTD
	Jul-24	Qtr	
Weekday Ridership	588	588	588
Saturday Ridership	25	25	25
Total Ridership	613	613	613
Weekday Revenue Hours	350.0	350.0	350.0
Saturday Revenue Hours	18.0	18.0	18.0
Total Revenue Hours	368.0	368.0	368.0
Weekday Total Hours	467.4	467.4	467.4
Saturday Total Hours	27.1	27.1	27.1
Total Hours	494.5	494.5	494.5
Weekday Revenue Miles	5,838	5,838	5,838
Saturday Revenue Miles	298	298	298
Total Revenue Miles	6,136	6,136	6,136
Weekday Total Miles	8,698	8,698	8,698
Saturday Total Miles	536	536	536
Total Miles	9,234	9,234	9,234
# Operating Weekdays	22	22	22
# Operating Saturdays	4	4	4
# Total Operating Days	26	26	26
Avg Weekday Ridership	26.7	26.7	26.7
Avg Saturday Ridership	6.3	6.3	6.3
Avg Daily Ridership	23.6	23.6	23.6
Wkday Ridership/Rev Hr	1.7	1.7	1.7
Sat Ridership/Rev Hr	1.4	1.4	1.4
Avg Weekday Rev Hours	15.9	15.9	15.9
Avg Saturday Rev Hours	4.5	4.5	4.5
Avg Weekday Rev Miles	265	265	265
Avg Saturday Rev Miles	75	75	75

Printed: 08/09/2024 7:18:22AM
File Name: Operating Summary DR.rot



PMIs COMPLETED

Period: 7/1/2024 - 7/31/2024

Bus # 2 122	Interval 4000 miles 4000 miles	Mileage at Previous PMI 6,958	Mileage at PMI	Miles Since Last PMI	On-Time	PMI
122		6,958	10 =00			
	4000 miles		10,720	3,762	On Time	A-4
		309,531	313,265	3,734	On Time	A-1
200	6000 miles	349,804	355,624	5,820	On Time	A-2
201	6000 miles	355,716	361,436	5,720	On Time	A-5
203	6000 miles	307,679	313,268	5,589	On Time	С
204	6000 miles	268,669	274,423	5,754	On Time	В
208	6000 miles	112,190	118,068	5,878	On Time	A-5
209	6000 miles	130,939	136,669	5,730	On Time	A-1
210	6000 miles	102,353	107,869	5,516	On Time	В
211	6000 miles	113,952	119,842	5,890	On Time	A-5
212	6000 miles	113,300	119,041	5,741	On Time	A-5
301	4000 miles	224,479	228,606	4,127	On Time	В
302	4000 miles	154,377	157,987	3,610	On Time	A-5
303	4000 miles	107,339	111,140	3,801	On Time	A-5
304	4000 miles	6,128	9,863	3,735	On Time	A-3
351	4000 miles	215,206	219,183	3,977	On Time	A-2
1100	4000 miles	26,096	29,873	3,777	On Time	A-7
1101	4000 miles	137,964	141,953	3,989	On Time	A-9

PMIs Completed: 18

On Time: 18 100.0%

Early: 0 0.0% Late: 0 0.0%

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

Printed: 8/9/2024 7:19:24AM File Name: PMIs Completed.rpt

Developed for YCIPTA by Solutions for Transit



Period: 6/1/2019 to 6/30/2019

	Cash Fares Day Passes Sold		s Sold	Passes Accepted			Free		Special Revenues					Statistics		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	696	250	0	59	35	359	36	11	115	83	4	0	1	12	9	329	34	9	7	41	11	2,042
Brown 3	64	75	20	36	29	111	8	0	17	22	0	0	0	0	1	115	2	1	3	4	3	481
Green 4	280	290	13	73	75	480	10	0	220	24	1	0	0	16	9	105	111	34	10	37	2	1,728
Green 4A	189	187	0	45	48	263	14	0	78	87	0	0	0	15	3	82	58	24	6	8	6	1,093
Blue 5	362	203	4	94	83	416	8	0	78	111	1	0	0	2	2	43	55	14	13	7	1	1,472
Purple 6	336	287	0	56	50	203	8	0	34	166	2	0	2	24	3	144	1,719	13	68	47	3	3,047
Gold 8	24	22	6	16	20	41	6	0	14	11	0	0	1	0	0	46	0	0	0	6	4	201
Silver 9	54	19	0	5	6	4	1	0	68	4	0	0	0	0	0	30	15	1	0	0	0	207
Turquoise 10	199	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	12	10	1	200
Yellow 95	6,439	4,014	1	689	232	1,776	89	23	1,010	983	82	0	7	113	52	560	472	77	130	271	38	16,618
Grand Total:	8,644	5,347	44	1,073	578	3,653	180	34	1,634	1,492	90	0		182	79	1,454	2,466	173	249	431	69	27,090

REVENUE:

Total Revenue: \$28,737.99
Unclassified Revenue: \$1,082.89
As a % of Total: 3.77%



Period: 6/1/2024 to 6/30/2024

		Cash Fa	ares	Day Passe	es 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
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Orange 2	832	335	0	62	28	333	152	12	0	21	1	0	13	0	1	357	36	8	6	73	0	2,191
Green 4	379	283	0	82	81	469	164	22	0	49	0	0	15	2	8	65	84	64	8	62	0	1,767
Green 4A	228	211	0	31	55	330	99	13	0	32	0	0	9	3	1	43	52	38	13	21	0	1,145
Blue 5	269	129	2	92	53	345	198	0	0	11	0	0	7	0	0	11	59	0	1	99	0	1,174
Purple 6	277	185	0	69	27	195	104	2	0	50	0	0	8	0	2	71	1,011	36	9	51	0	2,037
Gold 8	24	27	4	7	15	34	10	1	0	0	0	0	2	1	0	24	1	4	2	0	0	150
Silver 9	3	0	0	0	0	0	6	4	0	0	0	0	0	0	0	87	4	0	0	15	0	104
Turquoise 10	233	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	4	5	0	235
Yellow 95	7,422	4,051	1	623	218	1,744	804	79	0	139	0	0	52	11	12	558	305	61	43	379	0	16,079
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:	9,667	5,221	7	966	477	3,450	1,537	133	0	304	1		106	17	24	1,216	1,552	211	86	705		24,882

REVENUE:

Total Revenue: \$29,801.96 Unclassified Revenue: \$864.88 As a % of Total: 2.90%



Period: 7/1/2019 to 7/31/2019

	Cash Fares Day Passes Sold		s Sold	Passes Accepted			Free		Special Revenues					Statistics		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	627	177	0	27	27	358	32	12	72	14	13	0	2	1	0	189	40	1	12	26	0	1,592
Brown 3	78	77	23	19	38	152	11	0	16	30	0	0	1	0	0	129	0	0	8	12	1	551
Green 4	358	285	0	73	89	591	38	0	179	12	29	0	0	5	2	63	114	10	16	39	7	1,848
Green 4A	197	161	0	31	66	341	21	0	79	14	2	0	0	1	1	53	60	2	7	14	3	1,029
Blue 5	329	232	0	100	83	421	10	0	81	12	0	0	4	0	1	7	53	0	13	15	3	1,333
Purple 6	400	271	0	88	52	295	39	0	59	115	8	0	0	8	0	100	2,464	2	64	36	0	3,901
Gold 8	36	23	4	22	27	52	6	4	7	6	0	0	0	1	0	56	0	1	1	1	2	241
Silver 9	59	35	0	5	4	15	2	0	6	0	0	0	0	0	0	47	7	0	1	1	0	180
Turquoise 10	213	0	0	1	0	1	0	0	1	3	0	0	0	0	0	0	0	0	19	9	2	219
Yellow 95	7,462	4,409	2	655	308	2,383	195	37	532	107	113	0	4	33	10	251	565	18	119	308	36	17,082
Grand Total:	9,758	5,670	29	1,021	694	4,609	354	53	1,032	313	165			49	14	895	3,303	34	260	461	54	27,975

REVENUE:

Total Revenue: \$31,378.95 Unclassified Revenue: \$1,204.21 As a % of Total: 3.84%



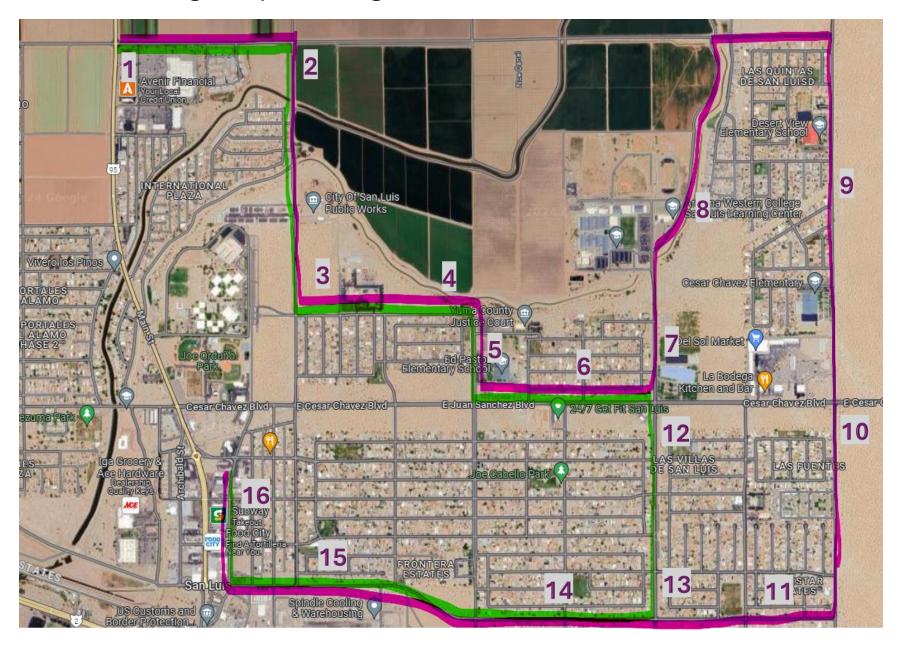
Period: 7/1/2024 to 7/31/2024

		Cash Fa	ares	Day Passe	s 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	•	< 5 & PCAs	Grey- hound	Promo	On Call ID	Aztec	YPIC	Colleges	Coco- pah	Vista	WC	Bikes	Guides	Pax
Orange 2	978	348	0	51	25	412	148	5	0	14	0	0	14	1	0	474	55	1	6	98	0	2,526
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	344	242	0	67	76	519	128	18	0	35	0	0	11	1	1	59	83	11	12	56	0	1,595
Green 4A	205	183	0	44	89	495	79	12	0	28	0	0	12	1	4	24	93	12	7	46	0	1,281
Blue 5	203	133	3	110	38	327	215	0	0	18	0	0	2	0	0	25	34	0	2	116	0	1,105
Purple 6	344	173	1	61	43	253	139	0	0	43	0	0	3	2	2	47	1,197	2	42	90	0	2,309
Gold 8	27	13	5	13	18	36	28	0	0	2	0	1	3	4	0	40	4	0	2	0	0	189
Silver 9	4	0	0	1	0	0	1	0	0	0	0	0	0	0	0	35	2	0	0	7	0	43
Turquoise 10	254	2	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5	5	0	258
Yellow 95	7,473	3,768	0	695	199	1,760	612	68	0	234	0	2	58	18	8	384	238	12	62	348	3	15,529
Specials	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	12
Grand Total:	9,832	4,862	9	1,043	488	3,803	1,350	103	0	374	0	15	103	27	15	1,088	1,706	38	138	766	3	24,847

REVENUE:

Total Revenue: \$30,172.28
Unclassified Revenue: \$732.13
As a % of Total: 2.43%

Route 95 Change Request – August 2024



Route 95 Change Request – August 2024

- 1. County 22nd Street/Hwy 95 (Walmart)
 - a. 8:09 a.m. and 4:40 p.m.
 - b. 8:48 a.m. and 5:36 p.m.
- 2. 4th Ave and County 22nd St
 - a. 8:11 a.m. and 4:43 p.m.
 - b. 8:49 a.m. and 5:37 p.m.
- 3. Union St/4th Ave
 - a. 8:12 a.m. and 4:55 p.m.
 - b. 8:52 a.m. and 5:39 p.m.
- 4. Union St/6th Ave
 - a. 8:14 a.m. and 4:45 p.m.
 - b. 8:53 a.m. and 5:40 p.m.
- 5. 6th Ave/Union St
 - a. 8:16 a.m. and 4:47 p.m.
 - b. 8:55 a.m. and 5:42 p.m.
- 6. Cesar Chavez/6th Ave
 - a. 8:18 a.m. and 4:49 p.m.
 - b. 8:57 a.m. and 5:44 p.m.
- 7. 8th Ave/Cesar Chavez
 - a. 8:19 a.m. and 4:50 p.m.
- 8. AWC, SLA
 - a. 8:22 a.m. and 4:51 p.m.
- 9. 10th Ave/Mendez
 - a. 8:29 a.m. and 4:56 p.m.
- 10. 10th Ave@ Bienestar Apts
 - a. 8:32 a.m. and 4:58 p.m.
- 11. Urtuzuastegui/Figueroa
 - a. 8:34 a.m. and 5:00 p.m.
 - b. 9:02 a.m. and 5:48 p.m.
- 12. 8th Ave/D Street
 - a. N/A
 - b. 9:00 a.m. and 5:45 p.m.

LIMITED SHARING 161

Route 95 Change Request – August 2024

- 13. 8th Ave/San Luis Ln
 - a. N/A
 - b. 9:01 a.m. and 5:47 p.m.
- 14. Urtuzuastegui/9th Ave
 - a. 8:36 a.m. and 5:01
 - b. 9:03 a.m. and 5:49 p.m.
- 15. Urtuzuastegui/5th Ave
 - a. 8:39 a.m. and 5:04 p.m.
 - b. 9:05 a.m. and 5:51 p.m.
- 16. William Brooks
 - a. 8:41 a.m. and 5:07 p.m.
 - b. 9:07 a.m. and 5:54 p.m.

Route A takes approximately 32 min in the AM and 27 in the PM

Route B takes approximately 19 min in the AM and 18 in the PM

LIMITED SHARING 162



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th 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 July 31, 2024

1st Bank Yuma Reconciled Account Balances

	As of 7/31/24	As of 7/31/23	Difference
Greyhound	7,809.87	3,961.68	3,848.19
General	17,791.17	19,302.60	(1,511.43)
Payroll	821.59	3,953.14	(3,131.55)
Fare Revenue	19,358.76	13,044.70	6,314.06
Treasurers Account YC Treasurers	318,502.29	907,783.71	- - (589,281.42)
<u>Greyhound Commissions</u>	378.99	774.83	(395.84)
Fare Revenue	41,257.79	35,301.14	5,956.65
Accounts Receivable Accounts Payable *	642,020.22	1,659,665.82	(1,017,645.60)
Accounts I dyabic	1,136,681.08	2,083,353.54	(946,672.46)

^{*}Accounts payable as of 07/31/2024 is \$1,136,681.08 which includes April, May and June RATP Dev

9:09 AM 08/19/24

Yuma County Intergovernmental Public Transportation Auth. A/P Aging Detail As of July 31, 2024

Туре	Num	Name	Due Date	Aging	Open Balance
Current					
Bill	696511788	Century Link Business Services	08/11/2024		2.24
Bill	189540901072224	Time Warner Cable	08/11/2024		181.98
Bill	665988208	ADP	08/11/2024		97.80
Bill	July 2024	Century Link.	08/12/2024		264.65
Bill	June 2024	Purchase Power	08/13/2024		60.00
Bill	CL39435	Sellers Petroleum	08/14/2024		22,154.52
Bill	0039435-IN	Sellers Petroleum	08/14/2024		928.14
Bill	2025-0038	City of Yuma	08/21/2024		19,528.20
Bill	8-576-68042	FedEx	08/22/2024		15.17
Bill	8-569-79636	FedEx	08/24/2024		17.28
Bill	667152433	ADP	08/25/2024		97.80
Bill	8-550-50637-A	FedEx	08/30/2024		0.55
Bill	July 2024	City of Yuma Utility Services	08/30/2024		120.78
Bill	0466-002551476	Republic Services	08/30/2024		263.66
Bill	151152-007-07-2024	FlixBus	08/30/2024		1,772.94
Bill	24-0805YCIPTA	Solutions for Transit	08/30/2024		2,916.66
Bill	168560448166	Commute with Enterprise	08/30/2024		10,500.00
Bill	2025-00000009	City of Yuma (Health Ins)	08/30/2024		7,311.00
Bill	July 2024	APS	08/30/2024		1,716.62
Bill	July 2024-11-142	Benesch, Shadle & White, PLC	08/30/2024		485.00
Bill	7002101155	EMC Insurance	08/30/2024		12,028.00
Bill	8-584-17015	FedEx	08/30/2024		50.74
Bill	3106787418	Pitney Bowes.	08/30/2024		70.40
Total Current					80,584.13
1 - 30					
Bill Pmt -C	h∈7345	Markel Insurance Company			-677.00
Bill Pmt -C	h _t 7353	Arizona Transit Association			-3,440.00
Bill	06OYU24	RATP DEV	07/30/2024	1	339,506.57
Total 1 - 30					335,389.57
31 - 60					
Bill	05OYU24	RATP DEV	06/12/2024	49	360,276.14
Total 31 - 60					360,276.14
61 - 90					·
Bill	04OYU24	RATP DEV	05/30/2024	62	360,431.24
Total 61 - 90					360,431.24
> 90					
Total > 90					
TOTAL					1,136,681.08

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Yuma County Intergovernmental Public Transportation Auth. A/R Aging Detail As of July 31, 2024

Туре	Date	Num	Name	Due Date	Class	Aging	Open Balance
Current							
Invoice	07/01/2024	CSL FY2025	City of San Luis (c)	07/31/2024	Match Funds		137,815.96
Invoice	07/01/2024	QIT FY2025	Quechan Indian Tribe (c)	07/31/2024	Match Funds		11,239.78
Invoice	07/31/2024	CIT - JUL24	Cocopah Tribe (c)	07/31/2024	Transit Passthrough		35,603.02
Invoice	07/31/2024	QIT -JUL24	Quechan Indian Tribe (c)	08/30/2024	Transit Passthrough		57,557.42
Total Current							242,216.18
1 - 30							
Invoice	07/01/2024	CIT FY2025	Cocopah Tribe (c)	07/01/2024	Match Funds	30	80,124.79
General Journal	07/01/2024	MG24JUL01	Cocopah Tribe (c)		Match Funds		-80,124.79
Invoice	07/01/2024	COS FY2025	City of Somerton (c)	07/01/2024	Match Funds	30	58,425.60
Invoice	07/01/2024	VHS 080526	YPIC	07/01/2024	Match Funds	30	1,250.00
Invoice	07/01/2024	VHS.080524	YUHS - Vista Highschool	07/16/2024	Match Funds	15	14,500.00
Invoice	07/05/2024	FC124-JUL24	Food City #127	07/20/2024	Fare Revenue:YCAT Fare Revenue	11	591.37
Invoice	07/22/2024	DES-072224	Arizona Department of Economi	07/22/2024	Fare Revenue:YCAT Fare Revenue	9	10,000.00
Invoice	07/22/2024	DES-Ads 724	Project X Media, Inc.	07/22/2024	Advertising	9	6,000.00
Invoice	06/30/2024	DES-ADS0625	Yuma Investment Group	07/30/2024	Advertising	1	300.00
Total 1 - 30							91,066.97
31 - 60							
Invoice	06/30/2024	Jun-Ads24	Project X Media, Inc.	06/30/2024	Advertising	31	7,868.22
Invoice	06/30/2024	DES-ADS0624	Project X Media, Inc.	06/30/2024	Advertising	31	6,000.00
Invoice	06/30/2024	JUN24-A1-2	FTA	06/30/2024	AZ-2023-001-00	31	16,811.00
Invoice	06/30/2024	JUN24-A4-2	FTA	06/30/2024	AZ-2023-001-00	31	84.00
Invoice	06/30/2024	JUN24-5311	ADOT 5311	06/30/2024	5311 ADOT	31	136,744.06
Total 31 - 60							167,507.28
61 - 90							
Invoice	05/16/2024	05162024	Yuma County Juvenile Justice C	05/16/2024		76	700.00
Total 61 - 90							700.00
> 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	10/31/2023	OCTads24	Project X Media, Inc.	10/31/2023	Advertising	274	436.43
Credit Memo	10/31/2023	OCT23-A1	FTA	10/31/2023	AZ-2023-001-00:Ops	274	-1,804.00
Credit Memo	10/31/2023	OCT23-5	FTA	10/31/2023	AZ-2023-001-00:Preventative Maint	274	-21,353.00
Invoice	11/30/2023	FTANOV23-7	FTA	11/30/2023	AZ-2023-001-00	244	32.00
Payment	01/09/2024	TR#175459-175460	Quechan Indian Tribe (c)				-8.92
Invoice	02/01/2024	YPIC23-24	YPIC	02/01/2024	Match Funds	181	1,500.00
Invoice	02/29/2024	FEB24-07	FTA	02/29/2024	AZ-2023-001-00	153	32.00
Invoice	01/31/2024	QITJAN24	Quechan Indian Tribe (c)	03/01/2024	Transit Passthrough	152	39,590.19
Invoice	03/31/2024	March-Ads24	Project X Media, Inc.	03/31/2024	Advertising	122	5,545.92
Invoice	04/17/2024	CROSS-42024	Crossroads Missions	04/17/2024	Fare Revenue:YCAT Fare Revenue		500.00
Invoice	04/30/2024	APR24-5311	ADOT 5311	04/30/2024	5311 ADOT	92	116,821.18
Payment	05/01/2024	ACH	Project X Media, Inc.				-762.01
Total > 90			•				140,529.79
TOTAL							642,020.22

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	Jul 24	Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense					
Income					
40000 · Intergovernmental					
40700 · Miscellaneous Revenues					
40799-3 · Advertising Sales	6,000.00	16,967.06	-10,967.06	35.36%	203,604.72
40799-4 · Greyhound Commision:	378.99	1,500.00	-1,121.01	25.27%	18,000.00
40799-5 · Interest	182.60	430.00	-247.40	42.47%	5,160.00
40799-6 · Miscellaneous Revenuε	0.00	315.00	-315.00	0.0%	3,780.00
40700 · Miscellaneous Revenues	0.00				0.00
Total 40700 · Miscellaneous Reven	6,561.59	19,212.06	-12,650.47	34.15%	230,544.72
40900 · Local Funding					
40900-1 · Local Cash Match	32,548.00	0.00	32,548.00	100.0%	0.00
40900-2 · Local Transit Dues	1,009,083.81	76,246.32	932,837.49	1,323.45%	914,955.84
40900-4 · Contributions Public Er	54,855.00	10,038.33	44,816.67	546.46%	120,459.96
40900-5 · Tribal Route Income	93,160.44	65,037.81	28,122.63	143.24%	780,453.72
Total 40900 · Local Funding	1,189,647.25	151,322.46	1,038,324.79	786.17%	1,815,869.52
41101 · State Grants					
41101-1 · ADOT 5311	0.00	143,585.80	-143,585.80	0.0%	1,723,029.60
Total 41101 · State Grants	0.00	143,585.80	-143,585.80	0.0%	1,723,029.60
41300 · Federal Grant Revenue					
41399-1 · FTA 5307	130,192.00	157,593.21	-27,401.21	82.61%	1,891,118.52
41399-4 · STP Capital Grant	0.00	0.00	0.00	0.0%	0.00
Total 41300 · Federal Grant Reveni	130,192.00	157,593.21	-27,401.21	82.61%	1,891,118.52
Total 40000 · Intergovernmental	1,326,400.84	471,713.53	854,687.31	281.19%	5,660,562.36
41000 · Charges for Service					
40100 · Fare Revenue					
40101 · YCAT Fares	41,082.79	37,600.00	3,482.79	109.26%	451,200.00
40190 · On Call Fares	175.00	250.00	-75.00	70.0%	3,000.00
					•

	Jul 24	Budget	\$ Over Budget	% of Budget	Annual Budget
Total 40100 · Fare Revenue					
i	41,257.79	37,850.00	3,407.79	109.0%	454,200.00
Total 41000 · Charges for Service	41,257.79	37,850.00	3,407.79	109.0%	454,200.00
Total Income	1,367,658.63	509,563.53	858,095.10	268.4%	6,114,762.36
Gross Profit	1,367,658.63	509,563.53	858,095.10	268.4%	6,114,762.36
Expense					
50100 · Salaries and Wages					
50102 · Regular Salaries and Wage	20,609.03	36,508.13	-15,899.10	56.45%	438,097.56
50104 · Regular Salaries Paid Leav	5,348.11				
Total 50100 · Salaries and Wages	25,957.14	36,508.13	-10,550.99	71.1%	438,097.56
50200 · Fringe Benefits					
50201 · FICA- SS & Medicare	2,578.40	4,056.45	-1,478.05	63.56%	48,677.40
50202 · ASRS	3,938.06	4,479.58	-541.52	87.91%	53,754.96
50203 · Health Insurance	7,012.00	6,776.00	236.00	103.48%	81,312.00
50204 · FUTA	0.00	0.00	0.00	0.0%	2,940.00
50205 · Life Insurance	109.70	56.25	53.45	195.02%	675.00
50207 · State Unemployment	0.00	0.00	0.00	0.0%	0.00
50208 · Workers Compensation Ins	0.00	83.33	-83.33	0.0%	999.96
Total 50200 · Fringe Benefits	13,638.16	15,451.61	-1,813.45	88.26%	188,359.32
50300 · Services					
50301-1 · ADA Paratransit	0.00	15,637.33	-15,637.33	0.0%	187,647.96
50301-2 · Accounting & Audit	0.00	0.00	0.00	0.0%	35,000.00
50301-3 · Vanpool Subsidy	10,500.00	10,500.00	0.00	100.0%	126,000.00
50302 · Advertising	442.60	4,166.67	-3,724.07	10.62%	50,000.04
50303-1 · Legal Services	1,485.00	1,250.00	235.00	118.8%	15,000.00
50303-2 · Cash Handel/Payroll Pro	195.60	208.33	-12.73	93.89%	2,499.96
50303-3 · IT Support/Web Develop	2,125.00	2,083.33	41.67	102.0%	24,999.96
50305-0 · Bus Contractor	0.00	348,474.33	-348,474.33	0.0%	4,181,691.96
50305-1 · Contract Costs	2,916.66	2,916.67	-0.01	100.0%	35,000.04

	Jul 24	Budget	\$ Over Budget	% of Budget	Annual Budget
50305-2 · Equipment Maintenance	0.00	250.00	-250.00	0.0%	3,000.00
50305-3 · Office Equip Repair	0.00	138.33	-138.33	0.0%	1,659.96
50305-4 · Vehicle Repair & Maintar	0.00	3,333.33	-3,333.33	0.0%	39,999.96
50305-5 · Building Repairs & Maint	1,889.04	1,000.00	889.04	188.9%	12,000.00
50305-6 · Communications/Radio {	19,528.20	1,666.67	17,861.53	1,171.69%	20,000.04
50305-7 · Grounds Keeping/Pest C	0.00	41.67	-41.67	0.0%	500.04
50305-8 · Software Updates/Mainte	0.00	416.67	-416.67	0.0%	5,000.04
50306-1 · Bus Cleaning Services	0.00	0.00	0.00	0.0%	0.00
50307 · Security Services	313.56	41.67	271.89	752.48%	500.04
Total 50300 · Services	39,395.66	392,125.00	-352,729.34	10.05%	4,740,500.00
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	23,082.66	55,897.38	-32,814.72	41.3%	670,768.56
50499-1 · Office Supplies	381.70	250.00	131.70	152.68%	3,000.00
50499-2 · Postage	128.33	83.33	45.00	154.0%	999.96
50499-3 · Printing	0.00	2,083.33	-2,083.33	0.0%	24,999.96
50499-4 · Misc Materials & Supplie_	0.00	143.00	-143.00	0.0%	1,716.00
Total 50400 · Materials and Supplies	23,592.69	58,457.04	-34,864.35	40.36%	701,484.48
50500 · Utilities					
50501 · Electricty	1,716.62	1,333.33	383.29	128.75%	15,999.96
50502-1 · Refuse Disposal	263.66	282.00	-18.34	93.5%	3,384.00
50502-2 · Water - Offices	120.78	156.00	-35.22	77.42%	1,872.00
50502-3 · Water-Land	0.00	263.00	-263.00	0.0%	3,156.00
Total 50500 · Utilities	2,101.06	2,034.33	66.73	103.28%	24,411.96
50600 · Casualty and Liability Insuran	C				
50608-1 · Gen Liab Insurance	5,243.00	439.58	4,803.42	1,192.73%	5,274.96
50608-2 · Prof. Liability Insurance	0.00	621.17	-621.17	0.0%	7,454.04
50608-3 · Automobile Insurance	6,280.00	503.74	5,776.26	1,246.68%	6,044.88
50608-4 · Property Insurance	500.00	50.00	450.00	1,000.0%	600.00

•	Jul 24	Budget	\$ Over Budget	% of Budget	Annual Budget
Total 50600 · Casualty and Liability	12,023.00	1,614.49	10,408.51	744.69%	19,373.88
50900 · Miscellaneous Expenses	,	•	,		,
50901 · Memberships/Dues/Subcri	8,035.14	1,250.00	6,785.14	642.81%	15,000.00
50902 · Travel Expenses	2,131.00	2,083.33	47.67	102.29%	24,999.96
50906 · Finance Charges/Penalties	37.00	20.00	17.00	185.0%	240.00
50999-1 · License and Permits	0.00	25.00	-25.00	0.0%	300.00
50999-2 · Training/Education	0.00	729.17	-729.17	0.0%	8,750.04
50999-3 · Other Misc Expense	0.00	208.33	-208.33	0.0%	2,499.96
50999-5 · Telephone/Internet	476.56	1,000.00	-523.44	47.66%	12,000.00
Total 50900 · Miscellaneous Expens	10,679.70	5,315.83	5,363.87	200.9%	63,789.96
51200 · Leases and Rentals					
51212-1 · Building Lease	4,400.00	4,400.00	0.00	100.0%	52,800.00
51212-2 · Leases Rental Equipmen		29.17	41.23	241.34%	350.04
51212-4 · Lease	2,000.00	1,000.00	1,000.00	200.0%	12,000.00
Total 51200 · Leases and Rentals	6,470.40	5,429.17	1,041.23	119.18%	65,150.04
51600 · Capital Outlay					
51600-3 · Buildings/Mutli Modal Ce	•	0.00	162,740.00	100.0%	0.00
51600-6 · Furniture and Equipment		0.00	0.00	0.0%	0.00
Total 51600 · Capital Outlay	162,740.00	0.00	162,740.00	100.0%	0.00
Total Expense	296,597.81	516,935.60	-220,337.79	57.38%	6,241,167.20
Net Ordinary Income	1,071,060.82	-7,372.07	1,078,432.89	-14,528.63%	-126,404.84
Other Income/Expense					
Other Income					
70000 · In Kind Contributions	0.00	0.00	0.00	0.0%	0.00
Total Other Income	0.00	0.00	0.00	0.0%	0.00
Net Other Income	0.00	0.00	0.00	0.0%	0.00
Net Income	1,071,060.82	-7,372.07	1,078,432.89	-14,528.63%	-126,404.84