



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 THE BOARD OF DIRECTORS OF THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

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

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

YCIPTA Board Meeting
Mon, Jun 22, 2020 1:30 PM - 3:00 PM (PDT)

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

The Board of Directors may vote to go into executive session during the noticed meeting concerning any of the agenda items mentioned below. If authorized by the requisite vote of 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.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

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 April 27, 2020 regular session minutes.

DISCUSSION & ACTION ITEMS:

1. Welcome Jorge Lozano, Interim City Manager of the City of Somerton. No action required.
2. Discussion and or action regarding the YCIPTA FY20-21 Capital and Operating Budget. Action required. Pg. 4
3. Discussion and or action regarding the FY20-21 Eastern Imperial County Transit Services (EICTS) Operations and Implementation Plan/EICTS MOU 5th Extension and Amendment/FY20-21 YCIPTA MOU Exhibit A 10th Amendment. Action required. Pg, 21, 41, 44
4. Discussion and or action regarding the FY19 Transportation Development Act (TDA) Audit. No Action required. Pg. 46
5. Discussion and or action regarding the award of the Vanpool Program contract. Action required. Pg. 96
6. Discussion and or action regarding the Transit Directors use of YCIPTA's support vehicle. Action required. Pg. 151

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Shelly Kreger, Transit Director

PROGRESS REPORTS:

1. Operations Manager Report – Oliver Cromwell, General Manager – RATP Dev. *No action required.* *Pg. 155*
2. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.* *Pg. 156*
3. Transit Ridership – Carol Perez, Transit Operations Manager. *No action is required.* *Pg. 157*
4. Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required.* *Pg. 159 & 163*

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

July 27, 2020

Audit

ADJOURNMENT

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Shelly Kreger, Transit Director



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June 22, 2020

Discussion and Action Item 2

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the YCIPTA FY20-21 Capital and
Operating Budget

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the YCIPTA FY20-21 Capital and Operating Budget.

Background and Summary The Capital and Operating Budget presented shows the totals of what the Transportation Authority are expected to receive and expend in fiscal year FY 2020-2021. The budget provides a comprehensive review of expected revenues and proposed expenditures.

A full budget document with summaries will be prepared and submitted to all member agencies and the State as well as posted online at www.ycat.az.gov by June 30, 2020 after Board adoption.

Fiscal Impact: The proposed FY 2020-2021 operating budget will provide a framework for delivering, at the minimum, current levels of service with opportunities to improve the quality of their delivery. In addition, the proposed operating and capital budget will be financed significantly with federal grant sources using FTA Sections 5307, 5310, 5311, 5339 and STP funds.

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors adopts the FY2020-2021 Operating and Capital budget.

Fiscal Impact: None

Legal Counsel Review: N/A

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Shelly Kreger, Transit Director

Attachments: Proposed Fiscal Year 2020-2021 Capital and Operating Budget.

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

Approved for Submission



Shelly Kreger, Transit Director

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Shelly Kreger, Transit Director



Fiscal Year 2020-2021 Operating and Capital Budget

**Approved by the Yuma County Intergovernmental Public Transportation Authority
Board of Directors on Monday, June 22, 2020
Prepared by Shelly Kreger, Transit Director
Chona Medel, Financial Services Operations Manager**



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June 22, 2020

Dear Honorable Members of the Board of Directors,

This budget document is the sixth one for Yuma County Intergovernmental Public Transportation Authority (YCIPTA). The previous fiscal year had its successes and challenges as YCIPTA continues to manage the Yuma County Area Transit (YCAT) system amid the current COVID-19 pandemic and has seen a decrease in ridership due to service reductions and stay at home orders. This trend has been seen across the nation.

This budget continues to maintain our current operations with limited growth (based on any expansion fully funded by external parties and grants) as well as improve the efficiency of the transit system. In order to provide a total picture of YCIPTA, this budget document encompasses all of the activities under the jurisdiction of the YCIPTA Board of Directors. The budget assumes that approximately 38,000 revenue hours for fixed route and 4,500 revenue hours for demand responsive services will be provided in fiscal year 2020-2021. YCAT service will be entering the new fiscal year at the current modified reduced schedule due to COVID-19 but the budget reflects costs at full-service level as we do not know exactly when full service will resume

The budget is based on known revenue amounts that have been committed. Revenue amounts are always subject to change and staff will keep the Board of Directors apprised on any changes based on decisions made by local, state and Federal agencies. Known revenue amounts include Federal Transit Administration (FTA), Arizona Department of Transportation (ADOT), member agency contributions from the municipalities, Greyhound revenues, miscellaneous revenues, farebox revenues and pass revenues based on memorandum of understandings exercised with various social service agencies.

There were no changes in member agency contributions this fiscal year. There will be continuing agreements with Western Arizona Council of Governments (WACOG), AZTEC, YPIC, Vista High School, and additional in-kind support from Greyhound Lines, Inc, Quechan Indian Tribe and Yuma County. During FY2020-2021 YCIPTA staff will continue to look for new ways of collecting in-kind contributions that will be used towards future capital purchases, such as new vehicles and a new maintenance and operations facility, without needing to come back to the entities and increase their transit dues.

All of these efforts are contained within a budget that maintains a stable financial footing for this fiscal year. Given our heavy reliance upon member agency

contributions, this budget assumes no-growth in member agency contributions but continues to seek additional funding from external vendors such as Greyhound, other educational institutions and employers. The system will continue to rely on Federal operating assistance, however, depending on the 2020 census figures for the Yuma Urbanized Area increasing over 200,000 in population, YCIPTA will continue to research other means of sustainability in the future either through restructure or a future taxation.

YCIPTA staff has changed in this last fiscal year employing one more additional staff member bringing the total to seven that include myself (Transit Director), Chona Medel (Financial Services Operations Manager), Carol Perez (Transit Operations Manager), Marty Padilla (Quality Assurance Officer). Staff also includes Maritza Hernandez (Office Specialist III), Lorena Sanchez (Office Clerk I) and Adriana Ortiz (Office Clerk I).

Being ten years old in 2020 as a government agency and the YCAT system being 20 years old, together, we will show strength and sustainability amid the current crisis while doing everything possible to keep our employees and customers safe and providing reliable transportation services. Looking towards the future we will experience a much smoother road and clearer skies in fiscal year 2020-2021 as we continue to See Where YCAT Can Take You!



Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority

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INTRODUCTION

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) formed on December 13, 2010 by the Yuma County Board of Supervisors to administer, plan, operate and maintain public transit services throughout Yuma County, including within the political jurisdictional boundaries of the Cities of Yuma, San Luis, Somerton, Town of Wellton and the unincorporated Yuma County areas.

Yuma County Area Transit (YCAT) is the marketing name for the YCIPTA and the fixed route transit system. YCAT OnCall, formerly known as Greater Yuma Area Dial-A-Ride is the marketing name for the demand responsive transit system. YCAT began in 2002 as a rebranded effort from what was previously known as Valley Transit. Greater Yuma Area Dial-A-Ride began in 1998 and was the county's first public transportation service. The Yuma Metropolitan Planning Organization (YMPO) had been the administrator of public transit service in Yuma County since 1999 utilizing Federal Transit Administration (FTA) funding that has been available to the Yuma Urbanized Area since 1980 when the urbanized area exceeded 50,000 in population. As of July 2012, YCIPTA is now the administrator of YCAT.

YCAT operates eleven fixed routes and a demand response service throughout the southwestern quadrant of Yuma County and portions of eastern Imperial County with limited service to El Centro. YCAT generally operates Monday-Friday from 5:50 am to approximately 7:30 pm with headways every 45 to 60 minutes and on Saturday from 9:15 am to 6:30 pm with headways every 60 to 120 minutes. YCAT also provides a Night Cat service at 7:45 pm and 9:45 pm Monday through Friday. There is no service on Sundays or major holidays at this time. These services for this fiscal year are provided under a contractual arrangement with RAPT Dev USA, LLC. A total of 42,500 revenue vehicle service hours are budgeted in fiscal year 2020-2021 (this consists of an allocation of 38,000 hours to YCAT and 4,500 hours to YCAT OnCall).

YCAT is currently operating 28 buses. 22 buses are powered by diesel and used on YCAT fixed routes. Six small buses are powered by gasoline and used on YCAT OnCall and neighborhood YCAT routes. All buses and vans are owned by YCIPTA and were purchased with FTA and ADOT funding.

ABOUT YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Under Arizona Revised Statutes - Title 28 Transportation, an intergovernmental public transportation authority may be organized in any county in Arizona with a population of two hundred thousand persons or less. YCIPTA is an IPTA that was formed on December 13, 2010 by the Yuma County Board of Supervisors to administer, plan, operate and maintain public transit services throughout Yuma County, including within the political jurisdictional boundaries of the Cities of Yuma, San Luis, Somerton, Town of Wellton and the unincorporated Yuma County areas.

On September 21, 2010, the Town of Wellton and City of Somerton passed a resolution to petition the County to form the IPTA. On October 3 and 20, 2010 respectively, the Cities of San Luis and Yuma passed a resolution to petition the

County to form the IPTA. On December 6, 2010, Northern Arizona University petitioned the County to join the IPTA. On December 13, 2010, the County held a public hearing and approved the formation of the IPTA. On January 24, 2011, the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) held its first Board of Directors meeting. Since the formation of the IPTA, Arizona Western College, Quechan Indian Tribe and Cocopah Indian Tribe have joined between September 2011 and May 2012.

Nine Board of Directors consisting of the County, City and Town Administrators, Tribal Planning Directors as well as the local college and university Presidents governs the activities of YCIPTA and set policy. A staff of six presently manages and supports the day to day operations of YCIPTA. As of July 1, 2012, the transit operation and administration transferred to YCIPTA.

ABOUT YUMA COUNTY

Yuma County has a colorful history, which lives on today in a fast-growing, vibrant community. In 1540, just 48 years after Columbus discovered the New World, 18 years after the conquest of Mexico by Cortez, and 67 years before the settlement of Jamestown, Hernando de Alarcon visited the site of what is now the current YCIPTA of Yuma. He was the first European to visit the area and to recognize the best natural crossing of the Colorado River. Much of Yuma County's later development occurred because of this strategic location.

From the 1850's through the 1870's, steamboats on the Colorado River transported passengers and goods to various mines, military outposts in the area, and served the ports of Yuma, Laguna, Castle Dome, Norton's Landing, Ehrenberg, Aubry, Ft. Mohave and Hardyville. During this time stagecoaches also carried the mail and passengers on bone-jarring rides through the area.

For many years, Yuma served as the gateway to the new western territory of California, which brought thousands from around the world in search of gold, or those who had it. In 1870, the Southern Pacific Railroad bridged the river. Yuma became a hub for the railroad and was selected as the county seat in 1864.

Yuma County is one of four original counties designated by the first Territorial Legislature. It maintained its original boundaries until 1983 when voters decided to split Yuma County into La Paz County in the north and a new "Yuma County" in the south.

The Ocean-to-Ocean Bridge (or Old Highway 80 Bridge) was the first vehicle bridge across the Colorado River. Prior to the construction of the bridge, cars were ferried across river.

Yuma County is larger than the state of Connecticut. Much of Yuma County's 5,522 square miles is desert land accented by rugged mountains. Several river valley regions, however, contain an abundance of arable land which is irrigated with water from the Colorado River.

These valley areas have some of the most fertile soils in the world, having received silt and mineral deposits from Colorado and Gila River floods until the rivers were tamed by an intricate series of dams and canals.

Farming, cattle raising, tourism, and two military bases, US Marine Corp Air Station (MCAS) and US Army Yuma Proving Ground (YPG) are Yuma County's principal industries.

Some of the major attractions in Yuma County are the historical Territorial Prison, the Quartermaster Depot and the Yuma Crossing Historic Park. Other great places to visit are the Kofa Mountain Range and Wildlife Refuge, and Martinez and Mittry Lakes.

Hunting is a popular sport, as the county offers a variety of different types of game. Major rivers in Yuma County are the Gila and the Colorado, the two most historic rivers in the Southwest.

The Marine Corps Air Station (MCAS), shares one of the longest runways in the country with the Yuma International Airport. Yuma has some of the cleanest skies and best flying weather in the United States.

Yuma County is bordered by California on the West and Mexico on the South. Living close to the Mexican border offers a great opportunity to experience multi-cultural and international business opportunities.

Arizona Western College (AWC) is located in Yuma County. This is a two-year community college, which offers higher education to full-time and part-time on-campus and off-campus students. AWC shares its campus with a satellite campus of Northern Arizona University (NAU) and University of Arizona (UA), offering a variety of two-year, four-year and post graduate programs.

Yuma County has a year-round population of 195,751 residents. During the winter, the population increases by about 90,000 due to the sun-seeking Winter Visitors affectionately known as "Snowbirds".

Yuma County consists of three cities (Yuma, San Luis, and Somerton), one town (Wellton) and two Indian Tribes (Fort Yuma and Cocopah). Yuma County is settled along the Colorado River and it borders California (Imperial County) to the west, Mexico and its state of Sonora (San Luis Rio Colorado) to the south, La Paz County within Arizona to the north and Maricopa County within Arizona to the east. Interstate 8, US Highway 95 and State Route 195 are the primary arteries in Yuma County with railroad service provided by the Union Pacific Railroad Company.

MEMBER AGENCY CONTRIBUTIONS & HISTORICAL TRANSIT FUNDING LEVELS

Contributions FY 11-12		
Agency	Funding	%
Yuma County	\$154,960	30.30%
City of Yuma	\$200,000	39.10%
City of Somerton	\$29,919	5.85%
Town of Wellton	\$14,499	2.83%
City of San Luis	\$70,572	13.80%
Cocopah Tribe	\$41,496	8.11%
Arizona Western College	\$ -	0.00%
Northern Arizona University	\$ -	0.00%
TOTAL	\$511,446	100.00%

Contributions FY 12-13 through FY 20-21		
Agency	Funding	%
Yuma County	\$154,960	24.94%
City of Yuma	\$200,000	32.19%
City of Somerton	\$29,919	4.81%
Town of Wellton	\$14,499	2.33%
City of San Luis	\$70,573	11.36%
Northern Arizona University	\$6,800	1.09%
Arizona Western College	\$100,000	16.09%
Quechan Indian Tribe	\$5,757	0.93%
Cocopah Indian Tribe*	\$38,898	6.26%
TOTAL	\$621,406	100.00%

*The Indian tribes directly receive FTA Section 5311 (c) funding and reimburses YCIPTA at a rate of \$44.30 (FY 12-13) \$49.10 (FY 13-14) \$50.14 (FY 14-15) \$61.45 (FY15-16), \$67.69 (FY16-17), \$70.44 (FY17-18), \$74.97 (FY18-19), \$77.39 (FY19-20) and \$88.26 for FY20-21 for fixed route.

Due to elimination of LTAF II, the municipalities are contributing to match the FTA funds received (net fares) from their general funds.

Historical LTAF and FTA Funding for Yuma County		
Year	LTAF Funding	FTA Funding
2008	\$314,600	\$1,510,438
2009	\$353,000	\$1,613,790
2010	\$285,000	\$1,467,078
2011	\$165,300	\$1,599,419
2012	\$0	\$1,467,499
2013	\$0	\$2,098,396
2014	\$0	\$2,150,474
2015	\$0	\$2,524,814
2016	\$0	\$2,365,040
2017	\$0	\$2,596,297
2018	\$0	\$2,671,708
2019	\$0	\$2,569,225
2020	\$0	\$2,898,598
2020** CARES	\$0	\$8,197,915

The LTAF funding went to the municipalities and then was passed though to YMPO for local match revenue towards the YCAT system. FTA funding to Yuma County is based on the Yuma Urbanized Area population, which includes the City of Yuma, surrounding unincorporated areas that are adjunct to the City and Winterhaven, California – population in the urbanized area is 135,267 (2010 Census).

*The significant increase in FTA funding in FY 2013 is due to the implementation of the new transportation law, Moving Ahead with Progress in the 21st century (MAP-21). This consolidated Job Access Reverse Commute (JARC) funds into FTA Sections 5307 and 5311 funding. The increase in 2017 is contributed to the addition of STIC (Small Transit Intensive Cities).

** On March 27, 2020, President Trump signed the [Coronavirus Aid, Relief, and Economic Security \(CARES\) Act](#) into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the [COVID-19 pandemic](#) and provide emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

FTA is allocating \$25 billion to [recipients of urbanized area and rural area formula funds](#), with \$22.7 billion allocated to large and small urban areas and \$2.2 billion allocated to rural areas. Funding will be provided at a 100 percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

Further, operating expenses incurred beginning on January 20, 2020 for all rural and urban recipients, even those in large urban areas, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

FISCAL YEAR 2020-2021 OPERATING AND CAPITAL BUDGET SUMMARY

The Operating and Capital Budget presented shows the totals of what the Transportation Authority are expected to receive and expend in fiscal year (FY) 2020-2021. The budget provides a comprehensive review of expected revenues and proposed expenditures.

The budget is based on known revenue amounts that have been committed. Revenue amounts are always subject to change and staff will keep the Board of Directors apprised on any changes based on decisions made by local, state and Federal agencies. Known revenue amounts include Federal Transit Administration (FTA), member agency contributions from the municipalities, Greyhound revenues, miscellaneous revenues, farebox revenues and pass revenues based on memorandum of understandings exercised with various social service agencies.

There were no changes in member agency contributions this fiscal year. Local match contributions continue with memorandum of understanding implemented with Western Arizona Council of Governments (WACOG), PPEP Tech, AZTEC, additional in-kind support from Greyhound Lines, Inc, Quechan Indian Tribe, Yuma County as well as Imperial County Transportation Commission (TDA funds). YCIPTA is continually looking for new relationships with other organizations to support and increase our local match.

The budget assumes that approximately 38,000 revenue hours for fixed route and 4,500 revenue hours for demand responsive services will be provided in fiscal year 2020-2021. While there are unmet transit needs, YCIPTA does not have the resources to implement these needs at this time. The projected service hours are defined below:

Fixed Route	Annualized
Orange 2	4,273.6
Brown 3	2,140.3
Green 4	3,261.9
Green 4A	2,930.9
Blue 5	3,062.1
Purple 6A	5,706.7
Gold 8	747.8
Silver 9	965.4
Turquoise 10	906.25
Yellow 95	12,785.2
Night CAT	832.2
Other	134.2
Grand Total	37,746.55
Budgeted Hours	38,000.00

Paratransit	Annualized
YCATOnCall	4,500.00
Total	4,500.00
Budgeted Hours	4,500.00

The proposed operations budget takes into consideration the contractual rate with RATP Dev USA, LLC, effective July 1, 2020. The resulted in a combined hourly rate of \$88.26 per revenue vehicle service hour for fixed route. Total variable cost of \$1,605,880 fixed route and fixed cost for FY20-21 is \$1,701,516 for fixed route. YCAT OnCall is \$33.16 per revenue hour for with \$118,800 for variable costs and \$27,036 fixed cost. This translates to an expected amount of \$3,453,232 for the entire fiscal year. The contract with RATP Dev USA, LLC is approximately 38,000 revenue hours for YCAT and 4,500 for YCAT OnCall .

This year the FY 2020-21 Proposed Capital and Operating Budget is presented in a format that follows the Uniform System Of Accounts (USOA). The USOA is the basic reference document for the National Transit Database. It contains the accounting structure required by Federal Transit Laws (previously section 15 of the Federal Transit Act). This accounting structure allows YCIPTA to more accurately report to the National Transit Database (NTD).

The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the [Urbanized Area Formula Program](#) (§5307) or [Other than Urbanized Area \(Rural\) Formula Program](#) (§5311) are required by statute to submit data to the NTD. Over 660 transit providers in urbanized areas currently report to the NTD through the Internet-based reporting system. Each year, NTD performance data are used to apportion over \$5 billion of FTA funds to transit agencies in [urbanized areas](#) (UZAs). Annual NTD reports are submitted to Congress summarizing transit service and safety data.

The legislative requirement for the NTD is found in Title 49 U.S.C. 5335(a):

SECTION 5335 National transit database

(a) NATIONAL TRANSIT DATABASE — To help meet the needs of individual public transportation systems, the United States Government, State and local governments, and the public for information on which to base public transportation service planning, the Secretary of Transportation shall maintain a reporting system, using uniform categories to accumulate public transportation financial and operating information and using a uniform system of accounts. The reporting and uniform systems shall contain appropriate information to help any level of government make a public sector investment decision. The Secretary may request and receive appropriate information from any source.

(b) REPORTING AND UNIFORM SYSTEMS — the Secretary may award a grant under Section 5307 or 5311 only if the applicant and any person that will receive benefits directly from the grant, are subject to the reporting and uniform systems.

The NTD reporting system evolved from the transit industry-initiated Project [FARE](#) (Uniform Financial Accounting and Reporting Elements). Both the private and public sectors have recognized the importance of timely and accurate data in assessing the continued progress of the nation's public transportation systems.

The significant aspects of the proposed operating budget are:

Revenues

- The fully allocated YCIPTA rate is \$137.36 per revenue hour which is a increase of \$19.24 per hour from last year due to increased contractors cost and COVID-19 related expenses that include daily sanitization of buses and driver protective shields.
- Fares are projected to be \$341,811 system wide. It is anticipated to see a decrease in fare revenue this fiscal year due to the continued fare free also COVID-19 related.
- Staff is projecting revenues/expenses of \$9,412,176 that would be required to operate the transit system, purchase capital items and the Hotel Del Sol project pass-through with the City of Yuma.
- FTA Section 5311 funds for both capital and operating are projected to be \$3,299,242. ***The large increase in this year's 5311 funding is attributed to the CARES Act funding allowing for 100% federal share.*** FTA Section 5311 funds are to fund services outside the Yuma Urbanized Area. This funding primarily funds WelltonCAT, Blue Route 5 (within Arizona), Purple Route 6A, Gold Route 8, Silver Route 9, Turquoise Route 10 (within Arizona) and Yellow Route 95. This translates to 47.16% of YCAT service miles attributed to the rural area. 9.36% is attributed to the tribal transit grants received by the Quechan and Cocopah Indian Tribes.
- FTA Section 5307 will continue to fund transit services that are wholly within the Yuma Urbanized Area. ***The large increase in these funds from prior year is also attributed to the CARES Act funding at 100% federal share.*** This primarily funds Orange Route 2/2A, Brown Route 3, Green Route 4/4A, NightCAT and YCAT OnCall for the remainder 43.48%.
- The FY20-21 budget requires match revenues of \$2,689,115.

- The budget assumes \$1,749,911 as in-kind match revenues Yuma County, Greyhound, Quechan Indian Tribe and board meeting member in-kind contributions. An Additional cash match from the City of Yuma for the Hotel Del Sol project in the amount of \$473,586.
- The budget does assume \$25,000 in FTA Section 5310 funding for the travel training program, this grant is also still under review by ADOT.
- \$26,400 of Greyhound revenues generated as commission to the Transportation Authority from ticket sales.

Expenses

- Full staffing of seven full time employees with employee benefits is anticipated.
- Pay increases are budgeted this fiscal year for a 1 step increase.
- The budget assumes a continued operation of NextBus service on all buses.
- Transit services operations contract increases from \$85.69 per hour to \$88.26 for YCAT transit services and \$32.19 to \$33.16 for YCAT OnCall.
- The marketing budget has increased from \$25,000 to \$30,000 for printing and \$80,000 for advertising remains the same.
- Purchase of bus shelters for approximately \$243,471.
- Purchase of upgrade of radios for entire fleet, forklift and miscellaneous equipment.
- Increased costs related to COVID-19 to include driver protection barriers, PPE's and sanitization.

The FY 2020-21 Requested Capital Budget totals \$3,574,284 and is proposed to be allocated as shown below.

Capital Projects Using STP	Category	Proposed Budget	94.30%	5.70%
Furniture and Equipment	Major Components	\$294,776	\$277,974	\$16,802
TOTAL		\$294,776	\$277,974	\$16,802
Capital Projects Using 5307/5311/5339	Category	Proposed Budget	80%	20%
Hotel Del Sol(COY passthrough)	Capital	\$2,367,930	\$1,894,344	\$473,586
Facility Purchase	Capital	\$528,701	\$422,961	\$105,740
Furniture and Equipment	Capital	\$382,876	\$287,157	\$95,719
TOTAL		\$3,279,507	\$2,604,462	\$675,045
GRAND TOTAL		\$3,574,284	\$2,882,436	\$691,847

In addition, the following projects are carrying forwarded from the FY 2020-21 Capital Budget:

- Hotel Del Sol Final Design
- New facility purchase/build

- Bus shelters

The proposed FY 2020-21 operating budget will provide a framework for delivering, at the minimum, current levels of service with opportunities to improve the quality of their delivery. In addition, the proposed operating and capital budget will be financed significantly with federal grant sources using FTA Sections 5307, 5310, 5311, 5339 and STP funds with no increase in member agency contributions. As a result, the budget is balanced.

For information regarding the proposed operating and capital budget, please contact Shelly Kreger, Transit Director via email at skreger@ycipta.az.gov or call 928-539-7076, extension 101 or Chona Medel, Financial Services Operations Manager via email to cmedel@ycipta.az.gov or call 928-539-7076, extension 237.



Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85365
Telephone: 928.539.7076
Fax: 928.783.0309
Email: info@ycipta.az.gov
Website: www.yciptaz.gov

Board Members

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Ralph Velez - City of San Luis
Brian Golding, Sr. – Quechan Indian Tribe
Susan Thorpe – Yuma County
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Staff

Shelly Kreger, Transit Director
Chona Medel, Financial Services Operations Manager
Carol Perez, Transit Operations Manager
Maritza Hernandez, Office Specialist III
Marty Padilla, Quality Assurance Officer
Lorena Sanchez, Office Clerk I
Adriana Ortiz, Office Clerk I

Yuma County Intergovernmental Public Transportation Auth.
FY 2021 Budget
July 2020 through June 2021

	FY 2021 Budget	Detail/Explanation
Ordinary Income/Expense		
Income		
40799-3 · Advertising Sales	16,000	Anticipate finding an advertising contractor
40799-4 · Greyhound Commisions - YCIPTA	26,400	Average \$2200 per month
40799-5 · Interest	1,200	Mininual Average
40799-6 · Miscellaneous Revenues	2,000	Fees for replacement cards and other small fees
Total 40700 · Miscellaneous Revenues	45,600	
40900 · Local Funding		
40900-2 · Local Transit Dues	516,739	YC \$154,960;COY \$200,000;Somerton \$29,919; Wellton \$14,499;San Luis \$70,573; QT \$5,757; Cocopah \$41031
40900-4 · Contributions Public Entities	702,757	NAU \$6,800; AWC \$100,000; AZTEC \$10,500;YPIC \$3,600; Vista High School \$15,400 Cocopah Purple Route \$308,285.19 <i>(\$130.91 per revenue hr purple 5607 esstimated revenue hours = \$734,012 * 42%-Cocopah Responsible Portion=\$308,285.19)</i> ICTC \$162,062; Quechan Turquoise/Blue Route \$96109.88
Total 40900 · Local Funding	1,219,496	
41101 · State Grants		
41101-1 · ADOT 5311	3,299,242	
41101-2 · ADOT 5310	35,384	
Total 41101 · State Grants	3,334,626	
41300 · Federal Grant Revenue		
41399-1 · FTA 5307	11,363,548	
41399-4 · STP Capital Grant	277,974	
Total 41300 · Federal Grant Revenue	11,641,522	
Total 40000 · Intergovernmental	16,241,244	
41000 · Charges for Service		
40100 · Fare Revenue		
40101 · YCAT Fares	341,811	based on a average of \$37979 per month (due to Covid only calculated 9 months)
40190 · On Call Fares	2,700	based on a average of \$300 per month(dued to Covid only calculated 9 months)
Total 40100 · Fare Revenue	344,511	
Total 41000 · Charges for Service	344,511	
Total Income	16,585,755	
Expense		
50100 · Salaries and Wages		
50102 · Regular Salaries and Wage	380,780	YCIPTA Staff (7)
Total 50100 · Salaries and Wages	380,780	
50200 · Fringe Benefits		
50201 · FICA- SS & Medicare	32,024	
50202 · ASRS/LTD	46,531	

Yuma County Intergovernmental Public Transportation Auth.
FY 2021 Budget
July 2020 through June 2021

	FY 2021 Budget	Detail/Explanation
50203 · Health Insurance	59,640	Employer portion of Health Insurance
50204 · FUTA	600	
50205 · Life Insurance	840	Employer portion of Life Insurance
50207 · State Unemployment	1,500	
50208 · Workers Compensation Ins	3,000	
Total 50200 · Fringe Benefits	144,135	
50300 · Services		
50301-1 · ADA Paratransit	145,836	Based on Year 3 of RATPDEV Contract based on 4500 hours at \$26.40 plus Fixed cost \$2253 * 12
50301-2 · Accounting & Audit	38,000	Added \$10000 for additional work related to NE issues
50301-3 · Vanpool Subsidy	126,000	\$300 subsidy at 35 vehicles
50302 · Advertising	80,000	
50303-1 · Legal Services	36,000	\$1000 retainer per month plus \$2000 month misc
50303-2 · Cash Handel/Payroll Processing	24,000	Approximate for Both: Loomis \$2500 monthly (only calculating 9 months due to Covid) ADP \$80 monthly
50303-3 · IT Support/Web Development	36,000	\$3000 per month
50304 · Temporary Help	3,000	
50305-0 · Bus Contractor	3,307,396	Based on 3rd Year Contract Fixed Cost \$141,793 *12=\$1,701,516 \$42.26*38000=\$1,605,880
50305-1 · Contract Costs	100,000	Solutions for Transit
50305-2 · Equipment Maintenance	20,000	misc equipment repair
50305-3 · Office Equip Repair	3,000	repairs on office equipment
50305-4 · Vehicle Repair & Maintance	231,747	repairs on vehicles not part of service contractor contract
50305-5 · Building Repairs & Maintance	12,000	YCIPTA building repairs
50305-6 · Communications/Radio Service	130,000	Annual City of Yuma Radio, upgrade entire fleet of radios \$3000 per unit, 35 units
50305-7 · Grounds Keeping/Pest Control	1,500	pest control & grounds service
50305-8 · Software Updates/Maintenance	55,000	Next Bus Maintenance Contract, Quickbooks Renewal, Altura Phone System Maintenance Contract, Software Annual Updates
50306-1 · Bus Cleaning Services	72,000	Sanitation of Buses \$6000 per month
50307 · Security Services	1,000	Office Alarm
Total 50300 · Services	4,422,479	
50400 · Materials and Supplies		
50401 · Fuel, Oil, Lubricants	460,000	Average 38333.33 per month
50499-1 · Office Supplies	20,000	Increased due to COVID General Office Supplies
50499-2 · Postage	1,500	UPSP & Fed Ez

Yuma County Intergovernmental Public Transportation Auth.
FY 2021 Budget
July 2020 through June 2021

	FY 2021 Budget	Detail/Explanation
50499-3 · Printing	30,000	to include Legal Notices/public notices/brochures/hoppstetters maintenance contract
50499-4 · Misc Materials & Supplies	130,000	replacement of flags, miscellaneous supplies, plexi glass driver protectors for entire fleet \$125,000
Total 50400 · Materials and Supplies	641,500	
50500 · Utilities		
50501 · Electricity	20,000	
50502-1 · Refuse Disposal	4,000	
50502-2 · Water - Offices	2,500	
Total 50500 · Utilities	26,500	
50600 · Casualty and Liability Insuranc		
50608-1 · Gen Liab Insurance	4,000	
50608-2 · Prof. Liability Insurance	3,500	
50608-3 · Automobile Insurance	4,500	
Total 50600 · Casualty and Liability Insuranc	12,000	
50900 · Miscellaneous Expenses		
50901 · Memberships/Dues/Subscriptions	20,000	
50902 · Travel Expenses	30,000	
50906 · Finance Charges/Penalties	20,000	
50999-1 · License and Permits	300	
50999-2 · Training/Education	71,797	Training Line Item in 5307 Awards
50999-3 · Other Misc Expense	8,000	
50999-5 · Telephone/Internet	10,000	
Total 50900 · Miscellaneous Expenses	160,097	
51200 · Leases and Rentals		
51212-1 · Building Lease	50,400	
Total 51200 · Leases and Rentals	50,400	
51600 · Capital Outlay		
51600-3 · Buildings/Mutli Modal Center	2,896,632	Multimodel Center & Aquire a Facility
51600-6 · Furniture and Equipment	677,652	Grant Items for Furniture & Equipment including bus stop sign, signs on buses, bus shelters Upgrade Next Bus Equipment
Total 51600 · Capital Outlay	3,574,284	
Total Expense	9,412,176	
Net Ordinary Income	7,173,579	



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

June 22, 2020

Discussion and Action Item 3

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the FY20-21 Eastern Imperial County Transit Services (EICTS) Operations and Implementation Plan/EICTS MOU 5th Extension and Amendment/FY20-21 YCIPTA MOU Exhibit A 10th Amendment.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the FY20-21 Eastern Imperial County Transit Services (EICTS) Operations and Implementation Plan/EICTS MOU 5th Extension and Amendment/FY20-21 YCIPTA MOU Exhibit A 10th Amendment.

Background and Summary: Each year the YCIPTA/Quechan MOU Exhibit A, EICTS MOU and the Eastern Imperial County Services Operations and Implementation Business Plan is amended to reflect the new contribution amounts based on the revised cost per revenue hour and the amount contributed by Imperial County Transportation Commission, Quechan Indian Tribe and YCIPTA for the operation of the Turquoise Route 10 and the Blue Route 5.

Below is the proposed budget and contribution amounts.

FY2020-2021 DRAFT BUDGET				
	1	2	3	
Routes		Blue Route 5	Turquoise Route 10	
Days Operating		Monday-Saturday	Mon, Wed, Fri	
Fiscal Year 2019/2020		Budget	Budget	
a	ADA paratransit, other YCAT hours, YMPO Audit, Vanpool and Greyhound)	\$397,835.49	\$113,197.88	
b	Fare Revenue Collected	\$39,783.55	\$13,583.75	
c	Subsidy Required	\$358,051.94	\$99,614.13	\$457,666.07
d	Quechan Subsidy	\$75,190.91	\$20,918.97	21.0%
e	ICTC Subsidy	\$124,104.77	\$37,957.94	38.1%
f	YCIPTA Subsidy	\$158,756.26	\$40,737.22	40.9%
g	TOTAL SUBSIDY (Over)/Under	\$358,051.94	\$99,614.13	

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
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Shelly Kreger, Transit Director

Fiscal Impact: N/A

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the FY20-21 Eastern Imperial County Transit Services (EICTS) Operations and Implementation Plan/EICTS MOU 5th Extension and Amendment/FY20-21 YCIPTA MOU Exhibit A 10th Amendment.

Fiscal Impact: None

Legal Counsel Review: N/A

Attachments: FY20-21 Eastern Imperial County Transit Services (EICTS) Operations and Implementation Plan, EICTS MOU 5th Extension and Amendment and the FY20-21 YCIPTA MOU Exhibit A 10th Amendment.

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

Approved for Submission



Shelly Kreger, Transit Director

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

Shelly Kreger, Transit Director



Eastern Imperial County Transit Services Operations and Implementation Business Plan



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

*Amended October 2013, September 2014, July 2015, April 2016, April 2017,
May 2018, May 2019, and May 2020*

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

Table of Contents

Section 1	Overview of Routes Statement of Purpose and Need
Section 2	Roles and Responsibilities
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Section 4	Marketing and Outreach Plan
Section 5	Additional Details of Operating Plan
Exhibits	1. Schedules and Route Maps Effective July 1, 2020

**Section 1
Overview of Routes**

The Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”), on behalf of the Quechan Indian Tribe (“QUECHAN”), is proposing to operate the following transit services in eastern Imperial County effective July 1, 2020.



Yuma County Area Transit Service Summary – Effective July 1, 2020

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

These routes do not operate on Sundays and major holidays observed by YCIPTA. YCIPTA-observed holidays are: New Year’s Day, Dr. Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Saturday service operates on the day after Thanksgiving, Christmas Eve and New Year’s Eve. One (1) bus will operate on each route for a maximum peak vehicle demand of two (2) in eastern Imperial County.

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

Under the California Transportation Development Act (“TDA”), new routes that are implemented could be exempt from the farebox recovery ratio requirements or other performance measures for the rest of the year in the year that service was modified plus two full fiscal years. Blue Route 5 was treated as a new route for the purposes of the use of TDA funding effective July 1, 2014, and its exemption period expired on June 30, 2016. Blue Route 5 will begin its eighth year of operations and will be partially funded with TDA funding provided by ICTC beginning July 1, 2020. Turquoise Route 10 was treated as a new route for purposes of the TDA exemption effective January 7, 2013, and its exemption period ended on June 30, 2015. Turquoise Route 10 will start its ninth year using TDA funding provided by ICTC beginning July 1, 2020.

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

- October 2013 – reduced to 12% the initial goal of an 18% farebox recovery ratio for the Turquoise Route 10.
- September 2014 – included the Blue Route 5's operations, funding, and performance standards.
- July 2015 – redesignated the Business Plan to address Eastern Imperial County Transit Services
- July 2016 – eliminated Saturday service on the Turquoise Route 10 to improve its prospect of meeting the 12% farebox recovery ratio, since the Route's exemption period ended June 30, 2015.
- April 2017 – implemented use of local funds, as authorized by SB 508, effective January 1, 2016, which were contributed by YCIPTA and counted toward the farebox recovery ratio requirement.
- May 2018 – reintroduce a third day, Friday, to the Turquoise Route 10 to allow more accessibility to Eastern Imperial County.

The routes identified in the plan will continue to act as an extension of the Imperial Valley Transit (IVT) system and continue to replace the former IVT Route 3 between Holtville and Winterhaven, California on Wednesdays. IVT Route 3 continues to operate west of Holtville to El Centro, Monday through Saturday.

Operations in FY 2019-2020 remained consistent with FY 2018-2019 in terms of frequency and hours of service, yet operating cost rose notable due to the terms of a new collective bargaining agreement. YCIPTA bore these costs through its contribution, but will include such costs in the budget for FY 2020-2021. Another notable event occurred in the fourth quarter of FY 2019-2020, the coronavirus pandemic. Beginning in April 2020, YCIPTA increased cleaning and disinfection, waived fares, implemented social distancing measures, and switched to the Saturday service schedule for all operating days.

Statement of Purpose and Need

The purpose of operating transit services in eastern Imperial County is to provide mobility for Winterhaven and Fort Yuma Indian Reservation residents and visitors within eastern Imperial County and to Yuma, Arizona. Six (6) days a week the Blue Route 5 services extend to Andrade Port of Entry as well as providing access to services to Yuma. Three (3) days a week the Turquoise Route 10 services would be extended to El Centro to access services at the County Seat, as well as other quality of life opportunities that are not available in Winterhaven.

Regional and local travel needs were identified below:

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

Two (2) studies were completed to assess the potential demand for improved service; Winterhaven Quechan Reservation Rural Connector Report (July, 2008) and the Quechan – Tribal Transit Planning, Service Strategies Report (July, 2011), and a recommendation was derived from these studies to provide a local shuttle connecting the Fort Yuma Indian Reservation with Winterhaven and Yuma as well as a lifeline service connecting the Fort Yuma Indian Reservation with El Centro to provide additional access for the eastern portion of Imperial County with the County Seat.

Section 2 Roles and Responsibilities

YCIPTA - Operating and Contract Authority and Oversight: YCIPTA will use its transit operations contractor (RAPT Dev USA) to operate both Blue Route 5 - Quechan Shuttle and Turquoise Route 10 – Interstate 8/El Centro/Yuma. However, YCIPTA, in its sole discretion, reserves the right to replace the transit operations contractor with another company or entity as it deems appropriate.

YCIPTA will administer the operating contract; provide the legal operating authority for this transit service as well as umbrella operating insurance through its operations contractor. YCIPTA will receive monthly reports on project operations and program results, as prepared by the operations contractor. YCIPTA's Project Liaison shall be the primary contact between the operations contractor, QUECHAN and ICTC.

YCIPTA Project Liaison - Planning, Contract Management and Marketing: YCIPTA shall designate its Transit Director, or designee, as the Project Liaison. The Project Liaison shall conduct daily interactions with the operations contractor, ensuring compliance with all contract terms and conditions, receipt and review of all reports required by the operations contractor, and the coordination of all marketing and promotional programs designed and implemented to support the routes. The Project Liaison will ensure the development and implementation of all programs so that employers, YCIPTA, the contractor, and other partners work together to maximize ridership and the overall effectiveness of the routes.

The Project Liaison shall be responsible for the review and payment of monthly subsidy statements provided by the transit operations and maintenance contractor.

ICTC – Supporting Role:

ICTC will provide a supporting role related to these routes, including providing recommendations to YCIPTA through technical and policy levels, marketing the service in Imperial County and contributing up to One Hundred Sixty-Two Thousand, Sixty-Two Dollars and Seventy-One Cents (\$162,062.71) of Transportation Development Act ("TDA") Local Transportation Fund ("LTF") Article 8(c) funds for a continuation of these routes.

QUECHAN – Supporting Role:

QUECHAN will provide a supporting role related to these funds, including providing recommendations to YCIPTA through technical and policy levels, marketing the route on the Fort Yuma Indian Reservation and contributing Ninety-Six Thousand, One Hundred Nine Dollars and Eighty-Eight Cents (\$96,109.88) of Federal Transit Administration ("FTA") Section 5311(c) monies to operate these routes.

YCIPTA would continue to use FTA Section 5307 funds allocated to the Winterhaven area, FTA Section 5311 funds allocated by ADOT to the small portion of the Fort Yuma Indian Reservation that is in Arizona, plus YCIPTA-generated match, fare revenue collected from the routes, and a portion of the Quechan Business Enterprise parking lot in-kind revenue to cover the remaining costs required to operate these routes. YCIPTA will also contribute local funds it receives from non-State and non-Federal sources to be counted toward the farebox recovery ratio requirement of the TDA LTF funds contributed by ICTC.

**Section 3
Overview of Operating Plan**

Route Plans

The transit service will cover two (2) routes, Blue Route 5, Quechan Shuttle operating between Yuma, Winterhaven and Fort Yuma Indian Reservation, and Turquoise Route 10 between Yuma, Arizona, Winterhaven, California and El Centro via Interstate 8. The routes would be branded under the name Yuma County Area Transit ("YCAT").

The routes and bus stop placement are subject to concurrence by QUECHAN, City of El Centro, Imperial County and ICTC. YCIPTA staff shall work with the staff from these agencies regarding route changes/development and to obtain approval to place a YCAT bus stop sign in their area of jurisdiction.

Bus stops in the City of Yuma and Fort Yuma Indian Reservation would be coordinated through YCIPTA's existing encroachment permits for bus stops that are already in place in those jurisdictions.

Imperial Valley Transit (IVT) shall have priority use of its bus stops within the El Centro-Calexico Urbanized Area ("UZA") as well as other areas of Imperial County served by IVT buses that YCAT would also serve and if a conflict arises where two (2) buses arrive at the bus stop at the same time, IVT's use of the bus stop shall take priority. IVT's use of the bus stops shall not, however, unreasonably interfere with YCIPTA's

obligations under this Business Plan and other agreements between YCIPTA, City of El Centro, Imperial County, ICTC and/or QUECHAN.

Exhibit 1 includes the route map, bus stop list and schedules effective July 1, 2020.

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

Service Hours

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

Fares – Effective January 9, 2012¹

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

Description	Basic	Discount
	<ul style="list-style-type: none"> • Ages 19-64 years old • Youth ages 5-18 years old without school ID 	<ul style="list-style-type: none"> • Seniors age 65 & older • Persons with Disabilities • Medicare Card Holders • ADA Certified • Student ages 5-18 years old with school ID
One Way	\$2.00	\$1.00
Day YCAT Pass	\$5.00 (valued at 2.5 trips)	\$2.50 (valued at 2.5 trips)
10-Ride YCAT Pass	\$17.50 (\$1.75 per ride)	\$7.50 (\$0.75 per ride)
31-Day YCAT Pass	\$60.00 (\$1.50 per ride/20 days/2 trips each)	\$30.00 (\$0.75 per ride/20 days/2 trips each)

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

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

- This fare structure would be applicable on the evening NightCAT service from AWC/NAU/UA.

Ridership Forecasts

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

Based on data from YCIPTA in regard to Fiscal Year (FY) 2013-2014, Blue Route 5 carried approximately 4.82 passengers per hour which is an increase from 3.41 from FY 2012-2013, as this was the second fiscal year of the route's operation. (Blue Route 5 started on June 1, 2012). In FY 2014-2015, the increase in ridership continued, as Blue Route 5 carried approximately 5.41 passengers per hour. The data for FY 2015-2016 shows continuing improvement, as Blue Route 5 carried approximately 5.62 passengers per hour. In FY 2016-2017, Blue Route 5 carried 5.45 passengers per hour, and carried 5.92 passengers per hour in FY 2017-2018. In FY 2018-2019, Blue Route 5 carried an average of 6.5 passengers per hour. So far, in FY 2019-2020 through March 2020, Blue Route 5 carried 6.56 passengers per hour.

In determining a forecast ridership number for Turquoise Route 10, several factors were considered. This included reconciliation of passengers boarding from Winterhaven on IVT Route 3/300/350, the use of the demographic information in the Winterhaven /Quechan Reservation Rural Connector Report and Quechan Service Strategies Report and data from public workshops held by QUECHAN.

Based on data from ICTC in regard to FY 2011-2012, IVT Routes 3/300/350 carried approximately 3.75 passenger trips in the morning and 3.50 passenger trips in the afternoon/evening on Wednesdays. With the transition to Turquoise Route 10, the route performance was 3.41 passengers per hour which is an increase from 2.99 from FY 2012-2013. According to YCIPTA's data for FY 2014-2015, Turquoise Route 10 carried approximately 6.17 passengers per hour, an increase for the second consecutive year since the route's start on January 7, 2013. Data for FY 2015-2016 shows that Turquoise Route 10 carried 3.69 passengers per hour. After eliminating Saturday service beginning July 1, 2016, data for FY 2016-2017 indicates approximately 3.34 passengers per hour rode the Turquoise Route 10, dropping to 2.72 passengers per hour in FY 2017-2018. With the startup of Friday service effective July 1, 2018, Turquoise Route 10 carried 2.1 passengers per hour in FY 2018-2019. So far, in FY 2019-2020 through March 2020, Turquoise Route 10 is carrying 2.97 passengers per hour.

In light of the initial forecasts and actual data described above, the projected ridership for FY 2020-2021 on Blue Route 5 is 5.92 passengers per hour/59.80 per day, while on Turquoise Route 10 it is 3.42 passengers per hour/19.31 per day.

Fare Revenue Forecasts

Based on the projected ridership and historical data for each of the two routes and to take a conservative approach, the fare revenue forecast of Thirty-Nine Thousand, Seven Hundred Eighty-Three Dollars and Seventy-Five Cents (\$39,783.55) for Blue Route 5 and Thirteen Thousand, Five Hundred Eighty-Three Dollars and Seventy-Five Cents (\$13,583.75) for Turquoise Route 10 is projected for FY 2020-2021. It is imperative that a fare structure is established to ensure the maximum farebox recovery in compliance with the TDA. As part of the performance measures, YCIPTA, QUECHAN, and ICTC review the farebox recovery ratio to ensure compliance with TDA requirements. The farebox ratio and route classification requirements are established below:

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

Cost and Subsidy Projections

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of One Hundred Sixty-Two Thousand, Sixty-Two Dollars and Seventy-One Cents (\$162,062.71) to fund Eastern Imperial County Transit Services after QUECHAN files a TDA Article 8c claim and supporting documentation with ICTC and QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of Ninety-Six Thousand, One Hundred Nine Dollars and Eighty-Eight Cents (\$96,109.88) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN.

For cost and subsidy projections, see the chart below.

	1	2	3
	Routes	Blue Route 5	Turquoise Route 10
	Days Operating	Monday-Saturday	Mon, Wed, Fri
	Fiscal Year –2019-2020	Budget	Budget
a	Fully Allocated Operating Cost (<i>minus ADA paratransit, other YCAT hours, YMPO Audit, Vanpool and Greyhound</i>)	\$397,835.49	\$113,197.88
b	Fare Revenue Collected	\$39,783.55	\$13,583.75
c	Subsidy Required	\$358,051.94	\$99,614.13
d	Quechan Subsidy	\$75,190.91	\$20,918.97
e	ICTC Subsidy	\$124,104.77	\$37,957.94
f	YCIPTA Subsidy	\$158,756.26	\$40,737.22

g	TOTAL SUBSIDY (Over)/Under	\$358,051.94	\$99,614.13
h	Total Miles	75,652.00	37,668.00
i	Total Revenue Miles	73,187.20	35,880.00
j	Total Deadhead Miles	2,465.00	1,788.00
k	service days	301	145
l	Total Hours	3,247.80	1,105.20
m	Total Revenue Hours	3,039.00	864.70
n	Total Deadhead Hours	208.80	150.50
o	employees	1.50	1.50
p	Passenger Trips	18,000	2,800
q	pass/hour	5.92	3.24
r	pass/day	59.80	19.31
s	pass/mile	0.25	0.08
t	cost/pass	\$22.10	\$40.43
u	sub/pass	\$19.89	\$35.58
v	cost/mile	\$5.44	\$3.15
w	cost/hour	\$130.91	\$130.91
x	farebox ratio	10.0%	12.0%
y	FTE (based on 2000 hrs)	0.000750	0.000750

Performance Standards

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

According to the TDA requirements, new routes that are implemented could be exempt from the farebox recovery ratio requirements or other performance measures for the rest of the year in the year that service was modified plus two full fiscal years, and if the farebox recovery ratio remains below the established standard, efforts must be made to modify the route(s) to improve performance within the (3) three year time frame. If a claimant fails to meet a required ratio for a fiscal year, its TDA funding level will be reduced by the amount of required revenues that was not maintained.

Turquoise Route 10 was treated as a new route for purposes of the TDA exemption effective January 7, 2013, and its exemption period ended on June 30, 2015. At the end of that exemption period, Turquoise Route 10 achieved a 6.36% farebox recovery ratio, falling short of the 12% standard. Under the TDA regulations, if the required farebox recovery ratio is not met for FY 2015-2016, then that year would be deemed a

“non-compliant year”, resulting in a TDA funding reduction by the difference between the required farebox revenues and the actual revenues based on FY 2016-2017 amounts. To increase the chances of Turquoise Route 10 meeting its 12% farebox ratio performance standard, it was agreed to eliminate Saturday service and to establish a “cash only-no passes” fare policy for Turquoise Route 10, effective July 1, 2016. As of June 30, 2017, Turquoise Route 10 achieved a 12% farebox recovery ratio, and met the standard. In July 2018, Turquoise Route 10 resumed service on Fridays to allow passengers to access Eastern Imperial County for a third day, and achieved a 12.3% farebox recovery ratio by the end of FY 2017-2018. In FY 2018-2019, the farebox ratio for Turquoise Route 10 continued to increase to 14.4%.

Blue Route 5 was treated as a new route for the purposes of the use of TDA funding effective July 1, 2014, and its exemption period expired on June 30, 2016. If the required farebox recovery ratio is not met for FY 2016-2017, then that year would be deemed a “non-compliant year”, resulting in a TDA funding reduction by the difference between the required farebox revenues and the actual revenues based on FY 2017-2018 amounts. As of June 30, 2017, Blue Route 5 achieved a 10% farebox recovery ratio, and met the standard. In FY 2018-2019, the farebox ratio was 10.1%.

Effective January 1, 2016, California Senate Bill 508 (SB 508) clarified the types of revenues that transit operators may consider in the farebox recovery calculation. If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating costs, an operator may satisfy that requirement by supplementing its fare revenues with “local funds”, which the TDA as amended by SB 508, defines as any nonfederal or nonstate grant funds or other revenues generated by, earned by, or distributed to an operator. Examples of local funds that may be available to operators include bus advertising (shelters and buses) local county transportation sales taxes, general fund contributions from a local jurisdiction, sales from alternative fuels sold on the transit property, and contract revenues from institutions such as local college fare subsidy programs. In light of SB 508, YCIPTA and QUECHAN began to document their use of local funds to cover any shortfall in fare revenue for FY 2016-2017 and beyond in order to ensure attainment of the required farebox recovery ratio. YCIPTA and QUECHAN assure that such local funds will not include State or Federal funding sources, unless inclusion thereof is authorized by such sources.

As necessary and required by the FTA, financial and non-financial data shall be collected and reported to the National Transit Database (NTD). YCIPTA would report miles both in the Yuma UZA and El Centro-Calexico UZA.

Fiscal Audits and Triennial Performance Audits

Though ICTC will make payment of TDA funds to QUECHAN to fund a portion of these routes, QUECHAN will track its expenses associated with the use of these funds, list these funds as a separate line item of funds in the Basic Financial Statements each year and submit a copy of the report to ICTC before December 31 of the given funded year. ICTC will send a triennial performance auditor to audit this service and its performance measures. The initial triennial performance audit for the Blue Route 5 and

Turquoise Route 10 was conducted in September 2017 and examined service provided in FY 2014-2016. The audit made twelve findings, to be addressed by implementing three recommendations, as follows:

1. Review opportunities for increasing local revenue to boost farebox recovery.
2. Revise timeline of transit operator State Controller Report submittals.
3. Increase community outreach and marketing efforts on the Fort Yuma Indian Reservation.

The audit's first recommendation specifically made note of SB 508, and as noted in the Performance Standards section above, YCIPTA and QUECHAN began to document their use of local funds to cover any shortfall in fare revenue for FY 2016-2017 and attained the required farebox recovery ratio on both routes in FY 2016-2017 and FY 2017-2018. QUECHAN continues to improve its efforts to timely submit its State Controller Report per the second recommendation of the audit, and did so for both FY 2017-2018 and FY 2018-2019. To implement the third recommendation, QUECHAN began issuing monthly flyers describing certain features of the routes to all Tribal departments and community service providers, encouraging these entities to post and share the flyers. QUECHAN also posted this information on its website. QUECHAN is also working with YCIPTA to better coordinate pass purchasing by riders of the Blue Route 5 and the Turquoise Route 10 to increase ridership.

In May 2020, the second triennial performance audit for Blue Route 5 and Turquoise Route 10 was completed and examined service provided during FY 2016-2017, FY 2017-2018, and FY 2018-2019. The audit made two findings and recommendations, as follows:

1. Continue to ensure State Controller Reports are submitted in a timely manner.
2. Ensure the State Controller Report is reviewed by someone other than the individual who prepared it so as to identify any errors in reporting.

The auditor's first recommendation recognizes QUECHAN's improvement since the late submission for FY 2016-2017. The second recommendation is from some inconsistencies between the operating data reported to the State Controller and that reported on YCAT's monthly performance reports. QUECHAN and YCIPTA will work to compare and review data to ensure accurate reporting.

Section 4 Marketing and Community Outreach Plan

Branding, Marketing and Community Outreach

Marketing to support these routes will be essential to its success. Consistent, coordinated marketing collateral and programs will be developed by YCIPTA, with input and assistance from ICTC and QUECHAN. The Marketing Plan will include printed ads, flyers, rack cards, media, coordination with employers and other advertising materials. The buses will be marketed and branded as YCAT routes.

The marketing program outlined above will be targeted in Yuma and Imperial Counties. YCIPTA, QUECHAN and ICTC will work to engage the support of residents in the Yuma, Fort Yuma and Winterhaven areas to help ensure project success and

sustainability. The marketing program is funded by YCIPTA administrative budget and these costs are not reflected in the business plan.

- YCIPTA will focus the routes' marketing efforts in Yuma County.
- ICTC will focus the routes' marketing efforts in Imperial County.
- QUECHAN will focus the routes' marketing efforts on the Fort Yuma Indian Reservation.

YCIPTA will have the YCAT Rider's Guide distributed through its networks in Yuma County, including on YCAT buses. The routes will be included in YCAT Rider's Guide, online at www.ycat.az.gov and on all YCAT marketing pieces.

ICTC will have the Imperial Valley Transit Rider's Guide distributed throughout Imperial County, on IVT buses and have information related to Blue Route 5 and Turquoise Route 10 operated by YCIPTA inside its Rider's Guide, online at www.ivtransit.com and www.imperialctc.org and on appropriate IVT marketing pieces. In addition, signs will be placed on the IVT buses to promote the routes at ICTC discretion.

QUECHAN will have IVT and YCAT Rider's Guides available for distribution throughout the Reservation, promote the routes through door-to-door distribution of information, placement of route information online at www.quechantribe.com, regularly sharing information to Tribal departments, and encouraging the purchase of YCAT bus passes.

Section 5

Additional Details of the Operating Plan

Daily operations of the routes are the responsibility of the contractor, as described in Section 2 Roles and Responsibilities, and managed through YCIPTA, consistent with the terms of the Operating Contract. The Project Liaison, as designated by YCIPTA, has the responsibility to ensure that the contractor complies with all terms of the Operating Contract. The Project Liaison also has the lead responsibility for development and implementation of the Marketing and Outreach Plan, to be accomplished with support from YCIPTA, QUECHAN and ICTC.

1. Transit Service Information

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

2. Dispatch

A dispatcher will be on duty to support all service hours of the program to ensure excellent customer service. Contingency plans must be made to reasonably accommodate for service delays due to weather, traffic and vehicle failure by the transit operations contractor.

Dispatchers must have a communications system in place with their drivers via two-way radio or cell phone (depending on distance). Under no circumstances should the bus operators use the communications system in such a manner as to endanger the lives of the passengers or in violation of any laws. YCIPTA intends to use radios from the Yuma Regional Communication System on Blue Route 5 and the San Diego-Imperial County Regional Communication System on Turquoise Route 10.

3. Spare Ratio

YCIPTA would be responsible for providing road support to the YCIPTA vehicle should the vehicle experience any maintenance difficulties. YCIPTA shall be responsible to ensure that a replacement vehicle is provided within sixty (60) minutes of a determination that a YCAT bus is inoperable, and that ample comfort, such as water, is provided on the vehicle on days with extreme temperature (115 degrees or higher) and when extended breakdowns occur.

4. Bus Operators

Bus Operators are expected to be courteous, friendly and professional at all times.

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

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

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

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

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

5. Vehicles

YCIPTA will provide three (3) vehicle types to operate the routes as outlined in this Business Plan. The vehicles used on these routes can carry up to 39 seated passengers, are 34-40 feet in length and have up to two (4) wheelchair tie down spaces. To comply with the California Air Resources Board ("CARB") requirements, YCIPTA will only operate vehicles in California with a level 3 diesel particulate trap. YCIPTA currently has eighteen (18) of these buses, including El Dorado National Passports, a low floor cutaway vehicle on a medium duty chassis, Gillig 40 foot heavy duty low floor buses, and 35 foot Arboc low floor medium duty buses. Furthermore, these buses are durable for highway travel. In addition, YCIPTA has six (6) 21-foot El Dorado National Aerolite buses which may also be used on these routes as these buses

seat six (6) to eight (8) passengers and has up to two (2) wheelchair tie down spaces, which uses gasoline fuel and are exempt from the CARB Transit Fleet Rule.

Vehicles must be kept clean. Mechanical and cosmetic repairs must be prompt. There should be a spare vehicle that would easily fit into the program when one of the main vehicles is out for maintenance. All YCIPTA vehicles are ADA compliant and use a low floor ramp for the loading/unloading of mobility devices.

These types of vehicles will provide the most passenger comfort and meet passenger demand. Their size and relative maneuverability will be better suited for the identified routes than larger vehicles, such as transit buses. They will also be more cost effective to operate than larger transit buses.

All buses feature two (2) bicycle spaces, electronic destination signs, farebox, and security cameras. The Aerolite buses features manual destination signs, and farebox.

Pictures of the buses used on these routes are provided below:





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

6. Customer Service

Customer service, marketing and safety are paramount to the success of this program. Service and mechanical failures will be logged and used as a tool by the contractor to ensure quality control and maintenance standards. On board customer surveys will be used to help guide route improvements and to adjust marketing plans, as appropriate.

7. Schedules

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

8. Transfer Agreements

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

9. Complementary ADA Paratransit Program

Blue Route 5 is treated as a flex route and is exempt from the ADA paratransit requirement since flex routes are treated as "general public demand response services" under the 49 C.F.R. Part 37 of Federal Regulations. The route deviation component is available to all passengers for an additional \$2.00 fare unless passengers board at specific bus stop locations defined by YCIPTA. Turquoise Route 10 has been designated as a commuter route under 49 C.F.R. Part 37 of Federal Regulations, therefore ADA complementary paratransit requirements do not apply. Passengers requesting ADA paratransit service would either ride YCAT OnCall in Yuma County or IVT Access in Imperial County, both within a ¾ mile radius of a non-commuter or flex

bus route. Timed connections between the paratransit services and these routes would be established. YCIPTA allows for free transfers between YCAT OnCall and YCAT fixed route buses for these patrons when they show their OnCall ID.

10. Former Route 3 to Winterhaven

It is YCIPTA's and QUECHAN's desire that ICTC continue the discontinuance of Route 3 east of Holtville.

11. The Future

With the provision of ICTC funding in FY 2015-2016 to cover a greater share of the costs for all eastern Imperial County transit services, ICTC took a more active role in the planning and operation of transit services in eastern Imperial County. Under Moving Ahead with Progress for the 21st Century (MAP-21), and continuing under the Fixing America's Surface Transportation Act (FAST Act), Tribal Transit funding was reduced to the extent that QUECHAN will only be eligible for formula funding unless QUECHAN applies for capital expenses (excluding preventative maintenance). For FY 2016, QUECHAN received Forty-Five Thousand, One Hundred Sixty-Six Dollars and No Cents (\$45,166.00) in FTA Formula Funding. However, its FY 2017 FTA Formula Funding dropped to Twenty-Eight Thousand, Six Hundred Thirty-Eight Dollars and No Cents (\$28,638.00) as a consequence of eliminating Saturday service on the Turquoise Route 10, which reduced the annual Revenue Vehicle Miles on this route. QUECHAN saw a modest increase in FY 2018 at Thirty-Six Thousand, Four Hundred Five Dollars and No Cents (\$36,405.00), followed by a slight decrease to Thirty-Five Thousand, Three Hundred Four Dollars and No Cents (\$35,304.00) in FY 2019. QUECHAN's FY 2020 FTA Formula Funding allocation increased to Sixty-One Thousand, Seven Hundred Fifty-Three Dollars and No Cents (\$61,753.00), due to the first-time addition of Tier 3 funding based upon low-income population.

For FY 2020-2021, QUECHAN requested a minimum of One Hundred Sixty-Two Thousand, Sixty-Two Dollars and Seventy-One Cents (\$162,062.71) from ICTC to continue transit services at the present levels, while also holding consistent the relative percentage shares contributed by YCIPTA, QUECHAN, and ICTC. QUECHAN will exhaust its FY 2017-2018 FTA Formula Funding to cover a portion of its contribution, with the balance covered with its FY 2020 FTA CARES Act Formula Funding. YCIPTA would continue to use FTA Section 5307 funds allocated to the Winterhaven area, FTA Section 5311 funds allocated by ADOT to the small portion of the reservation that is in Arizona, plus YCIPTA generated match, fare revenue collected from the routes and Quechan Business Enterprises parking lot in-kind revenue to cover the remaining costs required to operate these routes.

A comprehensive review of these routes occurred in Spring 2016, prior to the YCIPTA, QUECHAN and ICTC budget planning to determine the appropriate level of transit service and population in eastern Imperial County as compared to central and northern Imperial County. This review also took into consideration transit needs in eastern Imperial County and the routes' ability to meet TDA and MOU specific performance measures. Given the consistent attainment of the specific performance measures over the past few years, QUECHAN will consider meeting other needs, such as increasing the number of bus shelters, utilizing FY 2018 FTA Discretionary Grant funding recently awarded to QUECHAN. QUECHAN may also revisit one or more of the additional

service strategies described in the Quechan – Tribal Transit Planning, Service Strategies Report (July, 2011) against current needs and seek additional FTA funding for planning and implementation.

Any continuation of transit services beyond June 30, 2021 at the present levels will require additional contributions by ICTC. If service reductions are to occur based on available funding by QUECHAN, YCIPTA and ICTC that are known today, public hearings for route changes would take place in May 2020 as part of the adoption of the YCIPTA FY 2020-2021 operating and capital budget with the route changes taking effect on July 1, 2020. To assist in the determination of future service levels and contribution shares by all parties for FY 2021-2022, ICTC will minimally need from YCIPTA a sample of daily ridership data (boardings and alightings) by route direction and bus stop locations during the months of January through March 2021. The sample of data was agreed to by all parties prior to December 15, 2015. The actual daily ridership data should be provided to all parties by April 17, 2021. This would allow a comprehensive analysis of recommended service levels, contribution shares, and funds available for FY 2021-2022.

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

This Extension and Amendment (“Extension and Amendment”) made and entered into effective _____ 2020, is by and between **Yuma County Intergovernmental Public Transportation Authority**, a political subdivision of the State of Arizona (“YCIPTA”), **Imperial County Transportation Commission**, a regional transportation planning agency and political subdivision of the State of California (“ICTC”), and **Quechan Indian Tribe** (“QUECHAN”). The terms “Party” or “Parties” shall mean the collective or individual participants of this Extension.

WITNESSETH:

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

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

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

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

WHEREAS, the Parties did so amend the MOU through the Fourth Extension and Amendment made and entered into effective July 1, 2019, attached hereto and incorporated by reference herein as **Exhibit “2”**; and

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

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

1. The MOU shall be extended for an additional one year term effective July 1, 2020 and shall terminate on June 30, 2021 unless the MOU is further extended in accordance with paragraph VII.A of the MOU.
2. Paragraph III.A of the MOU is deleted and replaced by the following:

“III. Compensation, Reporting and Performance Standards

A. Payments to YCIPTA

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of One Hundred Sixty-Two Thousand, Sixty-Two Dollars and Seventy-One Cents (\$162,026.71) to fund Eastern Imperial County Transit Services, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall ICTC be liable to QUECHAN for payments that exceed One Hundred Sixty-Two Thousand, Six-Two Dollars and Seventy-One Cents (\$162,062.71)

QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of Ninety-Six Thousand, One Hundred Nine Dollars and Eighty-Eight Cents (\$96,109.88) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN. Such payments are due within thirty (30) days after receipt of invoice and supporting documentation from YCIPTA, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall QUECHAN be liable to YCIPTA for payments that exceed Ninety-Six Thousand, One Hundred Nine Dollars and Eighty-Eight Cents (\$96,109.88). In no event shall QUECHAN be liable to YCIPTA for payments to be made by ICTC. In no event shall ICTC be liable to YCIPTA for payments to be made by QUECHAN”.

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

---SIGNATURES ON THE NEXT PAGE---

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

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
Shelly Kreger, Transit Director

ATTEST:

By: _____
Carol Perez, Transit Operations Manager

APPROVED AS TO FORM:

By: _____
Minda Davey, YCIPTA Legal Counsel

IMPERIAL COUNTY TRANSPORTATION COMMISSION

By: _____
Chairperson, Imperial County Transportation Commission

ATTEST:

By: _____
Cristi Lerma, Secretary to the Commission

APPROVED AS TO FORM:
Katherine Turner, County Counsel

By: _____
Eric Havens, Deputy County Counsel

QUECHAN INDIAN TRIBE

By: _____
Jordan D. Joaquin, President

APPROVED AS TO FORM:

By: _____
Tribal Attorney

EXHIBIT A
AMENDMENT TEN FOR THE FORMULA FOR YCIPTA CONTRIBUTION

YCIPTA shall provide the following routes to QUECHAN for 07/01/2020 to 06/30/2021:

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

QUECHAN shall pay YCIPTA an amount not to exceed **\$263,062.71** for the period of July 1, 2020, to June 30, 2021, as a local contribution towards the operation of the Yuma County Area Transit (YCAT) system and the operational costs of the Blue Route 5 – Quechan Shuttle and Turquoise Route 10 – Interstate 8/El Centro/Yuma as defined in this Exhibit.

QUECHAN shall contribute to the fully allocated operating costs of Blue Route 5 and Turquoise Route 10 as defined below for the period of July 1, 2020, to June 30, 2021:

- **Blue Route 5 - From July 1, 2020 to June 30, 2021:** the fully allocated operating costs of Blue Route 5 are estimated to be \$397,835.49 (3,039.00 annual revenue vehicle hours times \$130.91 per revenue vehicle hour). QUECHAN shall contribute an amount that shall not exceed \$75,190.91, the amount related to services to be provided under that portion of the Federal Fiscal Years 2017-2018 Federal Transit Administration (FTA) Section 5311 (c) grant funding and FY 2020 CARES Act funding received by QUECHAN.
- **Turquoise Route 10 - From July 1, 2020 to June 30, 2021:** the fully allocated operating costs of Turquoise Route 10 are estimated to be \$113,197.88 (864.70 annual revenue vehicle hours times \$130.91 per revenue vehicle hour). QUECHAN shall contribute an amount that shall not exceed \$20,918.97, the amount related to services to be provided under that portion of the Federal Fiscal Years 2017-2018 Federal Transit Administration (FTA) Section 5311 (c) grant funding and FY 2020 CARES Act funding received by QUECHAN.

- ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of One Hundred Sixty – Two Thousand, Sixty-Two Hundred Dollars and Seventy-One (\$162,062,71) to fund Eastern Imperial County Transit Services, as provided for in Section II.B.6 and reflected in Exhibit B of the YCIPTA/ICTC/QUECHAN MOU, as extended from time to time.

QUECHAN shall contribute \$5,757.00 as a membership contribution which is based on tribal population as established by the 2010 census divided against the Yuma County population.

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

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

APPROVALS

QUECHAN INDIAN TRIBE

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Jordan D. Joaquin
President

Shelly Kreger
Transit 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.yciptaz.gov

June 22, 2020

Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the FY19 Transportation
Development Act (TDA) Audit

Requested Action: N/A

Background and Summary: In late 2019, the Imperial County Transportation Commission (ICTC) selected Moore & Associates, Inc. to prepare Triennial Performance Audits of itself as the RTPA and operator, as well as the five transit operators to which it allocates TDA funding. As one of the six statutorily designated County Transportation Commissions in the SCAG region, ICTC also functions as the respective county RTPA.

The California Public Utilities Code requires all recipients of Transit Development Act (TDA) Article 4 funding to complete an independent audit on a three-year cycle in order to maintain funding eligibility. While Imperial County operators do not receive Article 4 funding, ICTC believes it is important to conduct Triennial Performance Audits of its TDA Article 8(c) recipients as a monitoring tool.

The Triennial Performance Audit is designed to be an independent and objective evaluation of Yuma County Area Transit (YCAT) as a public transit operator, providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three fiscal years. In addition to assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to whom it allocates funds.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

Findings and Recommendations

With one exception, the auditors find YCIPTA/YCAT to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

Based on discussions with YCIPTA and Quechan Tribe staff, analysis of program performance, and an audit of program compliance and function, the audit team presents one compliance finding:

1. The State Controller Report for FY 2016/17 was submitted after the stipulated deadline.

The audit team has also identified one functional finding. While this finding is not a compliance finding, the auditors believe it is significant enough to be addressed within this audit:

1. There were some inconsistencies between the operating data reported to the State Controller and that reported on YCAT's monthly performance reports.

Fiscal Impact: N/A

Recommended Motion: N/A

Fiscal Impact: None

Legal Counsel Review: N/A

Attachments: YCIPTA/Quechan/ICTC Triennial Performance Audit FY2017-2019

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

Approved for Submission



Shelly Kreger, Transit Director

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

Shelly Kreger, Transit Director



FINAL REPORT
MAY 2020

YCAT Routes 5 & 10

Yuma County Intergovernmental Public Transportation Authority & Quechan Tribe Imperial County Transportation Commission

Triennial Performance Audit for FY 2017 - FY 2019



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Chapter 1

Executive Summary

In late 2019, the Imperial County Transportation Commission (ICTC) selected Moore & Associates, Inc. to prepare Triennial Performance Audits of itself as the RTPA and operator, as well as the five transit operators to which it allocates TDA funding. As one of the six statutorily designated County Transportation Commissions in the SCAG region, ICTC also functions as the respective county RTPA.

The California Public Utilities Code requires all recipients of Transit Development Act (TDA) Article 4 funding to complete an independent audit on a three-year cycle in order to maintain funding eligibility. While Imperial County operators do not receive Article 4 funding, ICTC believes it is important to conduct Triennial Performance Audits of its TDA Article 8(c) recipients as a monitoring tool.

The Triennial Performance Audit is designed to be an independent and objective evaluation of Yuma County Area Transit (YCAT) as a public transit operator, providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three fiscal years. In addition to assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to whom it allocates funds.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of YCAT's public transit program for the period:

- Fiscal Year 2016/17
- Fiscal Year 2017/18, and
- Fiscal Year 2018/19.

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) operates the Yuma County Area Transit (YCAT) service in Yuma, Arizona. In partnership with the Quechan Tribe, which is located in California and receives TDA funding, YCAT operates two routes serving Imperial County. The Blue Route (Route 5) originates in Yuma and serves the Quechan Casino Resort in California, with limited service to the Andrade Port of Entry. The Turquoise Route (Route 10) originates in Yuma and travels to El Centro via Interstate 8.

Service on the Blue Route operates hourly between 7:19 a.m. and 6:11 p.m., Monday through Friday. Saturday service operates from 10:19 a.m. to 4:11 p.m. Service on the Turquoise Route operates on Monday, Wednesday, and Friday only. In the winter, it departs Yuma at 8:30 a.m. and 2:30 p.m., with the return trips departing El Centro at 8:59 a.m. and 2:59 p.m. In the summer, the service departs Yuma at 7:30 a.m. and 1:30 p.m., with the return trips departing El Centro at 8:59 a.m. and 2:59 p.m. This is to accommodate the time change associated with Daylight Savings Time, as Arizona does not observe Daylight Savings Time while California does.

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This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require the audit team plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. Moore & Associates believes the evidence obtained provides a reasonable basis for its findings and conclusions.

This audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

- Compliance requirements,
- Follow-up of prior report recommendations,
- Analysis of program data reporting,
- Performance Audit, and
- Functional review.

Test of Compliance

With one exception, the auditors conclude YCIPTA complies with the Transportation Development Act (TDA) regulations in an efficient and effective manner:

1. The State Controller Report for FY 2016/17 was submitted after the stipulated deadline.

Status of Prior Recommendations

The prior audit – completed in 2017 by Michael Baker International for the three fiscal years ending June 30, 2016 – included three recommendations:

1. [Review opportunities for increasing local revenue to boost farebox recovery.](#)
Status: Implemented.
2. [Revise timeline of transit operator State Controller Report submittals.](#)
Status: Implemented.
3. [Increase community outreach and marketing efforts on the Fort Yuma Indian Reservation.](#)
Status: Implemented.

Findings and Recommendations

With one exception, the auditors find YCIPTA/YCAT to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

Based on discussions with YCIPTA and Quechan Tribe staff, analysis of program performance, and an audit of program compliance and function, the audit team presents one compliance finding:

1. The State Controller Report for FY 2016/17 was submitted after the stipulated deadline.

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The audit team has also identified one functional finding. While this finding is not a compliance finding, the auditors believe it is significant enough to be addressed within this audit:

1. There were some inconsistencies between the operating data reported to the State Controller and that reported on YCAT's monthly performance reports.

Program Recommendations

In completing this Triennial Performance Audit, the auditors submit the following recommendations for the YCAT public transit program. They are divided into two categories: TDA Program Compliance Recommendations and Functional Recommendations. TDA Program Compliance Recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the audit that are not specific to TDA compliance.

Exhibit 1.1 Summary of Audit Recommendations

TDA Compliance Recommendations		Importance	Timeline
1	Continue to ensure State Controller Reports are submitted in a timely manner.	Low	Ongoing
Functional Recommendations		Importance	Timeline
1	Ensure the State Controller Report is reviewed by someone other than the individual who prepared it so as to identify any errors in reporting.	Medium	Ongoing

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Chapter 2

Audit Scope and Methodology

The Triennial Performance Audit (TPA) of the YCAT public transit program covers the three-year period ending June 30, 2019. The California Public Utilities Code requires all recipients of Transit Development Act (TDA) funding to complete an independent review on a three-year cycle in order to maintain funding eligibility.

In late 2019, the Imperial County Transportation Commission selected Moore & Associates, Inc. to prepare Triennial Performance Audits of itself as the RTPA and operator as well as the five transit operators to which it allocates funding. Moore & Associates is a consulting firm specializing in public transportation. Selection of the consultant followed a competitive procurement process.

The Triennial Performance Audit is designed to be an independent and objective evaluation of YCAT as a public transit operator. Direct benefits of a Triennial Performance Audit include providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three years; helpful insight for use in future planning; and assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized. Finally, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to whom it allocates funds.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions.

The audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Audit Standards* published by the U.S. Comptroller General.

Objectives

A Triennial Performance Audit has four primary objectives:

1. Assess compliance with TDA regulations;
2. Review improvements subsequently implemented as well as progress toward adopted goals;
3. Evaluate the efficiency and effectiveness of the transit operator; and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the transit operator.

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Scope

The TPA is a systematic review of performance evaluating the efficiency, economy, and effectiveness of the transit operator. The audit of Yuma County Area Transit (YCAT) included five tasks:

1. A review of compliance with TDA requirements and regulations.
2. An assessment of the implementation of recommendations contained in prior performance audits.
3. A verification of the methodology for calculating performance indicators including the following activities:
 - Assessment of internal controls,
 - Test of data collection methods,
 - Calculation of performance indicators, and
 - Evaluation of performance.
4. Examination of the following functions:
 - General management and organization;
 - Service planning;
 - Scheduling, dispatching, and operations;
 - Personnel management and training;
 - Administration;
 - Marketing and public information; and
 - Fleet maintenance.
5. Conclusions and recommendations to address opportunities for improvement based upon analysis of the information collected and the audit of the transit operator's major functions.

Methodology

The methodology for the Triennial Performance Audit of YCAT included thorough review of documents relevant to the scope of the audit, as well as information contained on the operator's and ICTC's websites. The documents reviewed included the following (spanning the full three-year period):

- Triennial Performance Audit report for the prior audit period;
- Monthly performance reports;
- State Controller Reports;
- Annual budgets;
- TDA fiscal audits;
- Transit marketing collateral;
- Fleet inventory;
- Preventive maintenance schedules and forms;
- National Transit Database reports;
- Accident/road call logs;
- Customer complaint logs;
- Short Range Transit Plan; and
- Organizational chart.

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The methodology for this review included a site visit to the YCIPTA/YCAT administrative offices (Yuma, AZ) on February 12, 2020. The audit team met with Shelly Kreger (YCIPTA Transit Director), Chona Medel (YCIPTA Financial Services Operations Manager), Brian Golding (Quechan Tribe EDA Director), and Veronica Menta (Quechan Tribe EDA Specialist); reviewed materials germane to the triennial review; and toured the YCAT operations and maintenance facility.

This report is comprised of seven chapters divided into three sections:

1. Executive Summary: A summary of the key findings and recommendations developed during the Triennial Performance Audit process.
2. TPA Scope and Methodology: Methodology of the review and pertinent background information.
3. TPA Results: In-depth discussion of findings surrounding each of the subsequent elements of the audit:
 - Compliance with statutory and regulatory requirements,
 - Progress in implementing prior recommendations,
 - Performance measures and trends,
 - Functional audit, and
 - Findings and recommendations.

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Chapter 3

Program Compliance

This section examines Yuma County Area Transit's compliance with the Transportation Development Act as well as relevant sections of the California Code of Regulations. An annual certified fiscal audit confirms TDA funds were apportioned in conformance with applicable laws, rules, and regulations. The Imperial County Transportation Commission considers full use of funds under California Code of Regulations (CCR) 6754(a) as referring to operating funds but not capital funds. The TPA findings and related comments are delineated in Exhibit 3.1.

Compliance was determined through discussions with YCAT and YCIPTA staff as well as an inspection of relevant documents including the fiscal audits for each year of the triennium, TDA claim forms, State Controller annual filings, California Highway Patrol terminal inspections, year-end performance reports, and other compliance-related documentation.

With one exception, YCAT met the test of compliance with respect to Transportation Development Act (TDA) regulations:

1. The State Controller Report for FY 2016/17 was submitted after the stipulated deadline.

Recent Changes Regarding Compliance

Two changes specific to the TDA and TDA funding went into effect beginning July 1, 2016. The first was an amendment to the Public Utilities Code specific to the definition of operating cost and what costs can be excluded. It should be noted that many of the exclusions pertain only to *changes* in certain costs, either over the prior year or beyond the change in the Consumer Price Index. They do not apply to *all* costs related to specified exclusion categories.

Senate Bill 508, dated October 9, 2015, amended Section 99268.17 to read as follows:

99268.17 (a) *Notwithstanding subdivision (a) of Section 99247, the following costs shall be excluded from the definition of "operating cost" for the purposes of calculating any required ratios of fare revenues to operating cost specified in this article:*

- (1) *The additional operating costs required to provide comparable complementary paratransit service as required by Section 37.121 of Title 49 of the Code of Federal Regulations, pursuant to the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 120101 et seq.), as identified in the operator's paratransit plan pursuant to Section 37.139 of Title 49 of the Code of Federal Regulations that exceed the operator's costs required to provide comparable paratransit service in the prior year as adjusted by the Consumer Price Index.*

- (2) *Cost increases beyond the change in the Consumer Price Index for all of the following:*

- (A) *Fuel.*

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- (B) *Alternative fuel programs.*
- (C) *Power, including electricity.*
- (D) *Insurance premiums and payments in settlement of claims arising out of the operator's liability.*
- (E) *State and federal mandates.*

(3) *Startup costs for new services for a period of not more than two years.*

(b) *The exclusion of costs from the definition of operating costs in subdivision (a) applies solely for the purpose of this article and does not authorize an operator to report an operating cost other than as defined in subdivision (a) of Section 99247 or a ratio of fare revenue to operating cost other than as that ratio is described elsewhere in this article, to any of the following entities:*

- (1) *The Controller pursuant to Section 99243.*
- (2) *The entity conducting the fiscal audit pursuant to Section 99245.*
- (3) *The entity conducting the performance audit pursuant to Section 99246.*

The reporting forms for the State Controller used in FY 2016/17 were not yet updated to reflect these exclusions. While revised forms were used in FY 2017/18 and FY 2018/19, it is also important for agencies to ensure any exclusions from operating cost are clearly itemized within TDA audits or other farebox revenue ratio calculations so that compliance can be clearly assessed.

The second change, also contained within Senate Bill 508, related to the type of funds that can be used to supplement farebox revenue. Prior to this bill, "local funds" was defined as "revenues derived from taxes imposed by the operator or by a county transportation commission." S.B. 508 amended Section 99268.19 to read:

99268.19 *If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating cost required by this article, an operator may satisfy that requirement by supplementing its fare revenues with local funds. As used in this section, "local funds" means any nonfederal or nonstate grant funds or other revenues generated by, earned by, or distributed to an operator.*

This expanded definition opens up new revenue sources that can be used to offset farebox shortfalls. Applicable revenues include funds received through advertising, interest income, sale of surplus vehicles, and other such sources. While these funds are no longer limited to those generated by local taxes, they cannot be state or federal funds.

The Future of the Transportation Development Act¹

In the nearly 50 years since the introduction of the Transportation Development Act, there have been many changes to public transportation in California. Many operators face significant challenges in

¹ Letter from Rick Ramacier, State Legislative Committee Chair, California Transit Association, and Joshua W. Shaw, Executive Director, California Transit Association to California Transit Association members, RTPAs, and other public transit systems. Subject: Transportation Development Act Reform – A Draft Framework (inclusive of Attachment 1, Draft Framework). Dated January 8, 2020.

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meeting the farebox recovery ratio requirement, and it calls into question whether that remains the best measure for TDA compliance. In 2018, the chairs of California's state legislative transportation committees requested the California Transit Association spearhead a policy task force to examine the TDA.

Numerous meetings were conducted with the TDA task force across a full year. Other efforts included input from state-level stakeholders as well as transit agencies. It also reviewed the results of two research projects requested by legislative leaders and conducted by the UCLA Institute of Transportation Studies. Two particularly important conclusions were:

- The state's goals for transit have changed and broadened considerably since 1971 when the TDA became law and 1978 when the farebox recovery requirement was added; and
- A survey of California transit and regional agency professionals reveals the current TDA requirements appear to influence agency management decisions in ways that do not align with the state's current goals for transit.

The task force then set forth a draft framework for TDA reform that maintained the farebox recovery requirement yet significantly changed how it would be applied. The draft framework:

1. Retains TDA's current farebox recovery requirements as an important data set for policymakers at all levels. The ratios would be targets all transit agencies should try to meet.
2. Removes financial penalties associated with missing farebox recovery requirements for all agencies.
3. Requires agencies that miss their required farebox recovery for three years in a row be given the option in year four to either 1) develop and submit an action plan to the RTPA that details the steps it will take to meet its farebox recovery requirement; or 2) develop new targets, in collaboration with the RTPA, that monitor the transit agency's contribution to local, community, regional, or statewide goals.
4. Adjusts some aspects of the farebox recovery ratio definitions for the numerator and denominator, and lower the basic targets, to better reflect current goals and objectives for public transit, and to more realistically accommodate today's most pressing transit challenges and unfunded mandates.

While these proposed changes to the TDA legislation have yet to be finalized and enacted, it is very likely the TDA will undergo significant revisions during the next audit period. As a result, the test of compliance may look quite different in subsequent triennial performance audits.

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Exhibit 3.1 Transit Development Act Compliance Requirements

Compliance Element	Reference	Compliance	Comments
State Controller Reports submitted on time.	PUC 99243	Finding	FY 2016/17: March 15, 2018 FY 2017/18: January 31, 2019 FY 2018/19: December 2, 2019
Fiscal and compliance audits submitted within 180 days following the end of the fiscal year (or with up to 90-day extension).	PUC 99245	In compliance	FY 2016/17: March 13, 2018 FY 2017/18: February 28, 2019 FY 2018/19: November 1, 2019
Operator's terminal rated as satisfactory by CHP within the 13 months prior to each TDA claim.	PUC 99251 B	Not applicable	YCIPTA, as an Arizona-based public transit operator, does not participate in the CHP Transit Operator Compliance Program, in which the CHP conducts inspections within the 13 months prior to each TDA claim. In lieu of the CHP inspections, YCIPTA has a biennial maintenance audit performed in January and July.
Operator's claim for TDA funds submitted in compliance with rules and regulations adopted by the RTPA.	PUC 99261	In compliance	
If operator serves urbanized and non-urbanized areas, it has maintained a ratio of fare revenues to operating costs at least equal to the ratio determined by the rules and regulations adopted by the RTPA.	PUC 99270.1	In compliance	Turquoise Route 10 (12%): FY 2016/17: 12.26% FY 2017/18: 12.31% FY 2018/19: 14.42% <i>Source: TDA fiscal audits, FY 2017-FY 2019.</i>
An operator receiving allocations under Article 8(c) may be subject to regional, countywide, or subarea performance criteria, local match requirements, or fare recovery ratios adopted by resolution of the RTPA.	PUC 99405	Not applicable	While the operator receives Article 8(c) funds, it is not subject to alternative performance criteria.
The operator's operating budget has not increased by more than 15% over the preceding year, nor is there a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities unless the operator has reasonably supported and substantiated the change(s).	PUC 99266	In compliance	FY 2016/17: -2.15% FY 2017/18: +2.42% FY 2018/19: +7.02% <i>Source: TDA claims, FY 2017 – FY 2018, State Controller Report FY 2019.</i>

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Compliance Element	Reference	Compliance	Comments
The operator's definitions of performance measures are consistent with the Public Utilities Code Section 99247.	PUC 99247	In compliance	
If the operator serves an urbanized area, it has maintained a ratio of fare revenues to operating cost at least equal to one-fifth (20 percent).	PUC 99268.2, 99268.4, 99268.1	Not applicable	
If the operator serves a rural area, it has maintained a ratio of fare revenues to operating cost at least equal to one-tenth (10 percent).	PUC 99268.2, 99268.4, 99268.5	In compliance	Blue Route 5 (10%): FY 2016/17: 10.26% FY 2017/18: 10.37% FY 2018/19: 10.01% <i>Source: TDA fiscal audits, FY 2017-FY 2019.</i>
For a claimant that provides only services to elderly and handicapped persons, the ratio of fare revenues to operating cost shall be at least 10 percent.	PUC 99268.5, CCR 6633.5	Not applicable	
The current cost of the operator's retirement system is fully funded with respect to the officers and employees of its public transportation system, or the operator is implementing a plan approved by the RTPA, which will fully fund the retirement system for 40 years.	PUC 99271	In compliance	YCIPTA contracts with a private provider for operations, while YCIPTA contributes to a cost-sharing multiple-employer defined benefit pension plan administered by the Arizona State Retirement System. The Quechan Indian Tribe contributes to its employee's retirement through its own designated plans.
If the operator receives State Transit Assistance funds, the operator makes full use of funds available to it under the Urban Mass Transportation Act of 1964 before TDA claims are granted.	CCR 6754 (a) (3)	Not applicable	YCIPTA and the Quechan Indian Tribe do not receive State Transit Assistance Fund revenues.
In order to use State Transit Assistance funds for operating assistance, the operator's total operating cost per revenue hour does not exceed the sum of the preceding year's total plus an amount equal to the product of the percentage change in the CPI for the same period multiplied by the preceding year's total operating cost per revenue hour. An operator may qualify based on the preceding year's operating cost per revenue hour or the average of the three prior years. If an operator does not meet these qualifying tests, the operator may only use STA funds for operating purposes on a sliding scale.	PUC 99314.6	Not applicable	YCIPTA and the Quechan Indian Tribe do not receive State Transit Assistance Fund revenues.

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Compliance Element	Reference	Compliance	Comments
A transit claimant is precluded from receiving monies from the Local Transportation Fund and the State Transit Assistance Fund in an amount which exceeds the claimant's capital and operating costs less the actual amount of fares received, the amount of local support required to meet the fare ratio, the amount of federal operating assistance, and the amount received during the year from a city or county to which the operator has provided services beyond its boundaries.	CCR 6634	In compliance	

Chapter 4

Prior Recommendations

This section reviews and evaluates the implementation of prior Triennial Performance Audit recommendations. This objective assessment provides assurance Yuma County Intergovernmental Public Transportation Authority (YCIPTA) has made quantifiable progress toward improving both the efficiency and effectiveness of its public transit program.

The prior audit – completed in 2017 by Michael Baker International for the three fiscal years ending June 30, 2016 – included three recommendations:

1. [Review opportunities for increasing local revenue to boost farebox recovery.](#)

Discussion: State Senate Bill (SB) 508, passed in October 2015, made changes to how farebox recovery is calculated. This allowed transit systems to boost their farebox recovery through inclusion of local revenues generated by the transit service. At the time of the prior audit, YCIPTA, ICTC, and the Quechan Tribe were aware the Blue and Turquoise Routes were not meeting their respective farebox recovery targets. Initial measures included reduced service days on Turquoise Route 10 and increased marketing efforts.

Given the farebox attainment challenges, the prior audit noted supplemental local revenues could improve farebox without an immediate need to raise fares. In addition to local transportation sales tax revenue, examples of local fund revenues include advertisement on buses and bus shelters, gains on the sale of capital assets, lease revenues generated by transit-owned property, local contributions, and fare revenue agreements in lieu of individual fare payment with entities that have regular riders. Both revenues and operating costs are modified in deriving the farebox ratio for TDA eligibility purposes, and the prior auditor recommended the Quechan Tribe (with the assistance of ICTC) work with the fiscal auditor to accurately reflect the farebox ratio allowed under new state law.

Progress: During the current audit period, both routes met their respective farebox recovery targets by using local government dues paid to YCIPTA to supplement farebox revenues.

Status: Implemented.

2. [Revise timeline of transit operator State Controller Report submittals.](#)

Discussion: The California State Assembly passed new legislation (AB 1113 - Bloom) on July 21, 2017, that changed the timeline to submit the annual Transit Operators Financial Transaction Reports to the State Controller. These reports, which the Quechan Indian Tribe is tasked with preparing for YCAT Routes 5 and 10, have extended submittal dates from within 110 days after fiscal year end to seven months after fiscal year end, or end of January.

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Progress: The FY 2016/17 State Controller Report was submitted in March, approximately six weeks after the January 31 deadline. However, reports in subsequent years were submitted on time.

Status: Implemented.

3. Increase community outreach and marketing efforts on the Fort Yuma Indian Reservation.

Discussion: The Quechan Tribe is tasked with marketing YCAT Routes 5 and 10 on the Fort Yuma Indian Reservation. As per the routes' marketing and community outreach plan, the Tribe is to have IVT and YCAT Rider's Guides available for distribution throughout the reservation. Other efforts include the dissemination of transit information door-to-door, online, and over social media as well as on casino bulletin boards. The Tribe would also allow the sale of bus passes at its retail enterprises and casinos on the reservation.

In spite of these measures, some tribal members are still unaware of the transit services. For example, transit information on the Quechan Tribe website is posted on the EDA page, which can be difficult to find. The prior auditor suggested that the Tribe increase awareness of the transit service. Some approaches could include presentations and staff reports at Tribal Council meetings, placing the transit information or links on the home page of the tribal website, and distributing free passes on the reservation to encourage ridership.

Progress: Since receiving this recommendation, the Quechan Tribe has distributed a monthly flyer to departments, generally with a different focus each month. It is also conducting outreach to some local grocery stores and promoting online features (such as Nextbus, the trip planner, and the YCAT website). YCIPTA has noted increased purchases from Tribal departments and increased ridership by Tribal members.

Status: Implemented.

Chapter 5

Performance Analysis

Performance indicators are typically employed to quantify and assess the efficiency of a transit operator's activities. Such indicators provide insight into current operations as well as trend analysis of operator performance. Through a review of indicators, relative performance as well as possible inter-relationships between major functions is revealed.

The Transportation Development Act (TDA) requires recipients of TDA funding to track and report five performance indicators:

- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile, and
- Vehicle Service Hours/Employee.

To assess the validity and use of performance indicators, the audit team performed the following activities:

- Assessed internal controls in place for the collection of performance-related information,
- Validated collection methods of key data,
- Calculated performance indicators, and
- Evaluated performance indicators.

The procedures used to calculate TDA-required performance measures for the current triennium were verified and compared with indicators included in similar reports to external entities (i.e., State Controller and Federal Transit Administration).

Operating Cost

The Transportation Development Act requires an operator to track and report transit-related costs reflective of the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation. The most common method for ensuring this occurs is through a compliance audit report prepared by an independent auditor in accordance with California Code of Regulations Section 6667². The annual independent financial audit should confirm the use of the Uniform System of Accounts and Records. *Operating cost* – as defined by PUC Section 99247(a) – excludes the following:

² CCR Section 6667 outlines the minimum tasks which must be performed by an independent auditor in conducting the annual fiscal and compliance audit of the transit operator.

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- Cost in the depreciation and amortization expense object class adopted by the State Controller pursuant to PUC Section 99243,
- Subsidies for commuter rail services operated under the jurisdiction of the Interstate Commerce Commission,
- Direct costs of providing charter service, and
- Vehicle lease costs.

Vehicle Service Hours and Miles

Vehicle Service Hours (VSH) and *Miles (VSM)* are defined as the time/distance during which a revenue vehicle is available to carry fare-paying passengers, and which includes only those times/miles between the time or scheduled time of the first passenger pickup and the time or scheduled time of the last passenger drop-off during a period of the vehicle's continuous availability.³ For example, demand-response service hours include those hours when a vehicle has dropped off a passenger and is traveling to pick up another passenger, but not those hours when the vehicle is unavailable for service due to driver breaks or lunch. For both demand-response and fixed-route services, service hours will exclude hours of "deadhead" travel to the first scheduled pick-up, and will also exclude hours of "deadhead" travel from the last scheduled drop-off back to the terminal. For fixed-route service, a vehicle is in service from first scheduled stop to last scheduled stop, whether or not passengers board or exit at those points (i.e., subtracting driver lunch and breaks but including scheduled layovers).

Passenger Counts

According to the Transportation Development Act, *total passengers* is equal to the total number of unlinked trips (i.e., those trips that are made by a passenger that involve a single boarding and departure), whether revenue-producing or not.

Employees

Employee hours is defined as the total number of hours (regular or overtime) which all employees have worked, and for which they have been paid a wage or salary. The hours must include transportation system-related hours worked by persons employed in connection with the system (whether or not the person is employed directly by the operator). Full-Time Equivalent (FTE) is calculated by dividing the number of person-hours by 2,000.

Fare Revenue

Fare revenue is defined by California Code of Regulations Section 6611.2 as revenue collected from the farebox plus sales of fare media.

³ A vehicle is considered to be in revenue service despite a no-show or late cancellation if the vehicle remains available for passenger use.

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TDA Required Indicators

To calculate the TDA indicators for YCAT Routes 5 and 10, the following sources were employed:

- Operating Cost was not independently calculated as part of this audit. Operating Cost data were obtained via TDA fiscal audits for each fiscal year covered by this audit. This was compared to the Operating Cost reported to the State Controller. Operating Cost was determined to be consistent with TDA guidelines and accurately reflects the costs for YCAT Routes 5 and 10. In accordance with PUC Section 99247(a), the reported costs excluded depreciation and other allowable expenses.
- Fare Revenue was not independently calculated as part of this audit. Fare Revenue data were obtained via TDA fiscal audits for each fiscal year covered by this audit. Fare revenue from the reports is consistent with TDA guidelines.
- Vehicle Service Hours (VSH) data were obtained via monthly performance data summary reports for each fiscal year covered by this audit. Data from these reports were then compared with information included within the Quechan Tribe's State Controller reports. YCAT calculates VSH using schedule hours reconciled with dispatcher daily logs. YCAT's calculation methodology is consistent with PUC guidelines.
- Vehicle Service Miles (VSM) data were obtained via monthly performance data summary reports for each fiscal year covered by this audit. Data from these reports were then compared with information included within the Quechan Tribe's State Controller reports. YCAT calculates VSM by base mileage for all routes and multiplying base mileage by the number of trips, then adjusts for changes to service. This methodology is consistent with PUC guidelines.
 - Unlinked trip data were obtained via monthly performance data summary reports for each fiscal year covered by this review. Data from these reports was then compared with information included within the Quechan Tribe's State Controller reports. YCAT's calculation methodology is consistent with PUC guidelines.
 - Full-Time Equivalent (FTE) methodology is consistent with the TDA definition.

Performance trends for YCAT's Route 5 (Blue) and Route 10 (Turquoise) were analyzed for the three years covered by this Triennial Performance Audit. Indicators were calculated using the methodologies described in the previous section.

System⁴ Performance Trends

Operating cost experienced a net increase of 57 percent between FY 2013/14 and FY 2018/19. The largest increase took place in FY 2014/15, which corresponds with YCAT's transition to a new operations contractor in May 2014. During the current audit period, operating cost saw an increase of 10 percent. Fare revenue saw a net decrease of 5.3 percent across the six-year period, but increased 3.2 percent during the current audit period.

⁴ Note: All references to "system" in this performance analysis refer to the combined YCAT Routes 5 and 10. It does not include the full YCAT system.

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Vehicle service hours (VSH) experienced a net decrease of 12.3 percent across the six-year period, though an increase was noted in FY 2018/19. Vehicle service miles (VSM) saw a similar change, with a net decrease of 12.2 percent between FY 2013/14 and FY 2018/19, but had a 9.4 percent increase in FY 2018/19. During FY 2016/17 YCIPTA eliminated Saturday service on Route 10 (Turquoise) in an effort to adjust operating costs to meet performance standards. In FY 2018/19, YCIPTA reintroduced the third service day, but changed it to Friday. This contributed to declines across all performance measures during FY 2016/17 and FY 2017/18 for Route 10, though these impacts are less obvious when combined with Route 5 (Blue).

Ridership experienced a net increase of 13.9 percent across the six-year period, and an increase of 12.6 percent during the current audit period. In contrast to many transit programs nationwide, ridership increased steadily between FY 2016/17 and FY 2018/19.

Cost-related performance indicators did not show a clear change. Operating cost per VSH rose by 4.3 percent during the current audit period, while operating cost per passenger saw a net decrease of 2.3 percent. Operating cost per VSM had a net increase of less than one percent. This indicates a modest decline in cost-effectiveness overall. Passenger-related performance indicators, however, increased during the current audit period, demonstrating improved productivity. The unsupplemented farebox recovery ratio (which reflects only actual farebox revenues) was largely static during the current audit period, although it declined from 5.8 percent to 5.4 percent in FY 2018/19.

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Exhibit 5.1 System Performance Indicators

Performance Measure	System					
	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Operating Cost (Actual \$)	\$248,773	\$328,842	\$372,039	\$355,145	\$359,751	\$390,607
<i>Annual Change</i>		32.2%	13.1%	-4.5%	1.3%	8.6%
Fare Revenue (Actual \$)	\$22,276	\$21,169	\$21,876	\$20,457	\$21,014	\$21,107
<i>Annual Change</i>		-5.0%	3.3%	-6.5%	2.7%	0.4%
Vehicle Service Hours (VSH)	4,451	4,048	3,915	3,701	3,629	3,904
<i>Annual Change</i>		-9.1%	-3.3%	-5.5%	-1.9%	7.6%
Vehicle Service Miles (VSM)	124,172	112,435	111,219	99,989	99,714	109,067
<i>Annual Change</i>		-9.5%	-1.1%	-10.1%	-0.3%	9.4%
Passengers	18,183	20,898	20,158	18,402	20,385	20,714
<i>Annual Change</i>		14.9%	-3.5%	-8.7%	10.8%	1.6%
Employees	3	3	3	2	2	2
<i>Annual Change</i>		0.0%	0.0%	-33.3%	0.0%	0.0%
Performance Indicators						
Operating Cost/VSH (Actual \$)	\$55.89	\$81.24	\$95.03	\$95.96	\$99.13	\$100.05
<i>Annual Change</i>		45.3%	17.0%	1.0%	3.3%	0.9%
Operating Cost/Passenger (Actual \$)	\$13.68	\$15.74	\$18.46	\$19.30	\$17.65	\$18.86
<i>Annual Change</i>		15.0%	17.3%	4.6%	-8.6%	6.9%
Passengers/VSH	4.09	5.16	5.15	4.97	5.62	5.31
<i>Annual Change</i>		26.4%	-0.3%	-3.4%	13.0%	-5.5%
Passengers/VSM	0.15	0.19	0.18	0.18	0.20	0.19
<i>Annual Change</i>		26.9%	-2.5%	1.5%	11.1%	-7.1%
Farebox Recovery	9.0%	6.4%	5.9%	5.8%	5.8%	5.4%
<i>Annual Change</i>		-28.1%	-8.7%	-2.0%	1.4%	-7.5%
Hours/Employee	1483.7	1349.3	1305.0	1850.5	1814.5	1952.0
<i>Annual Change</i>		-9.1%	-3.3%	41.8%	-1.9%	7.6%
TDA Non-Required Indicators						
Operating Cost/VSM	\$2.00	\$2.92	\$3.35	\$3.55	\$3.61	\$3.58
<i>Annual Change</i>		46.0%	14.4%	6.2%	1.6%	-0.7%
VSM/VSH	27.90	27.78	28.41	27.02	27.48	27.94
<i>Annual Change</i>		-0.4%	2.3%	-4.9%	1.7%	1.7%
Fare/Passenger	\$1.23	\$1.01	\$1.09	\$1.11	\$1.03	\$1.02
<i>Annual Change</i>		-17.3%	7.1%	2.4%	-7.3%	-1.2%

Sources: FY 2013/14 – FY 2015/16 data from prior Triennial Performance Audit report.
 FY 2016/17 – FY 2018/19 financial data from TDA fiscal audits.
 FY 2016/17 – FY 2018/19 performance data from monthly performance summaries.

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Exhibit 5.2 System Ridership

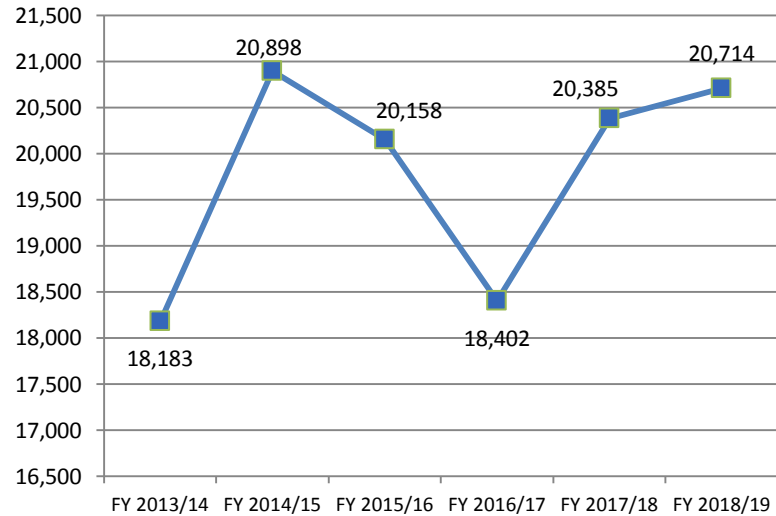


Exhibit 5.3 System Operating Cost/VSH

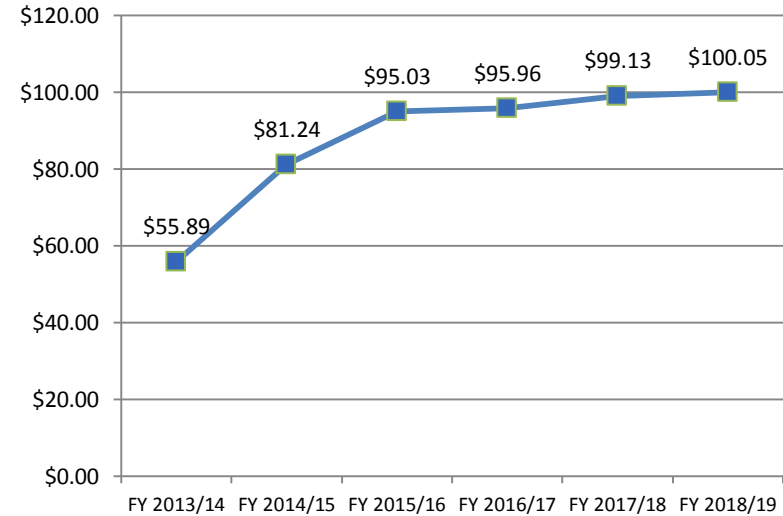


Exhibit 5. System Operating Cost/VSM

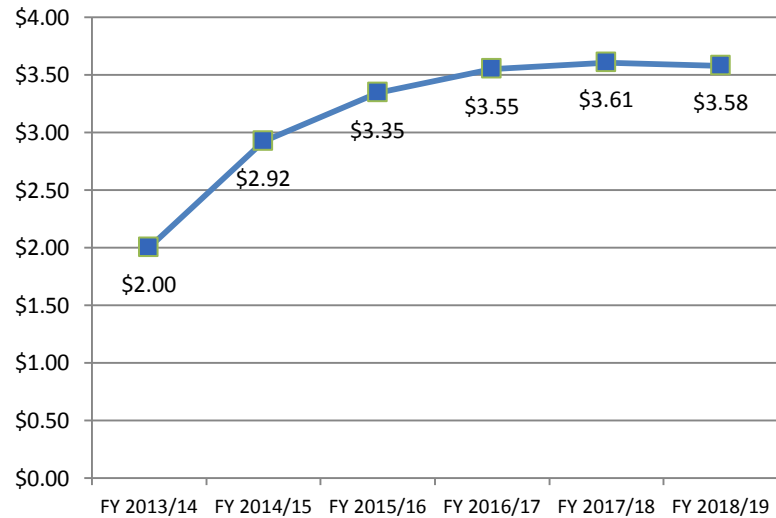
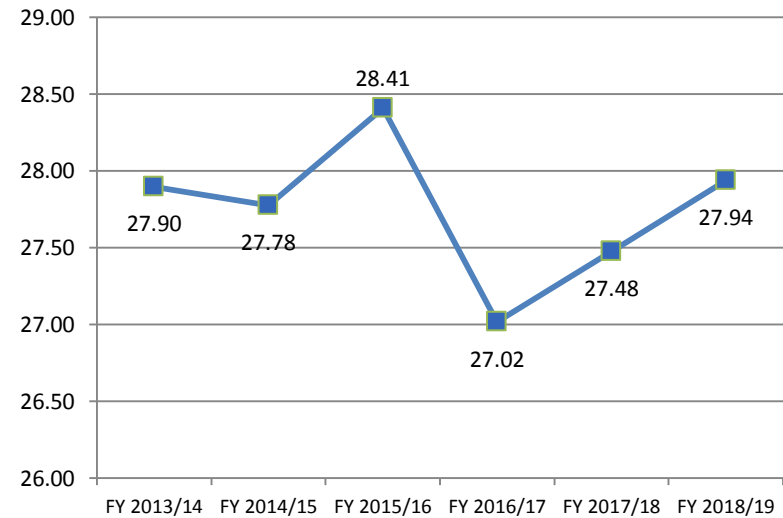


Exhibit 5.5 System VSM/VSH



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Exhibit 5. System Operating Cost/Passenger

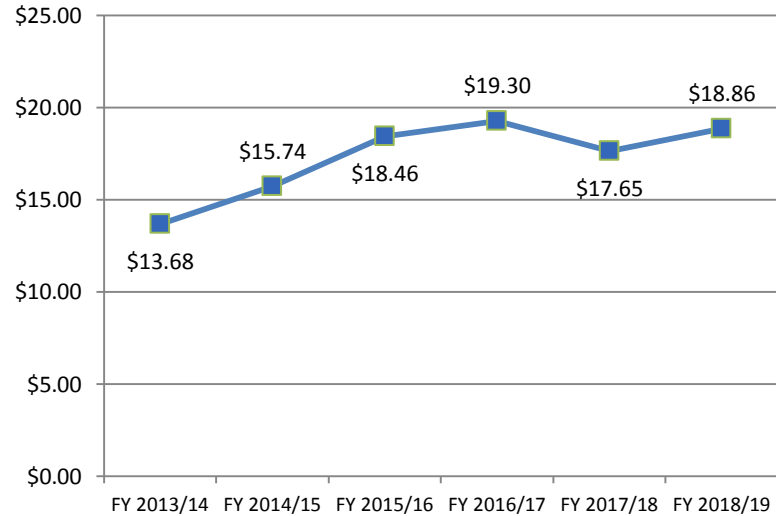


Exhibit 5.7 System Passengers/VSH

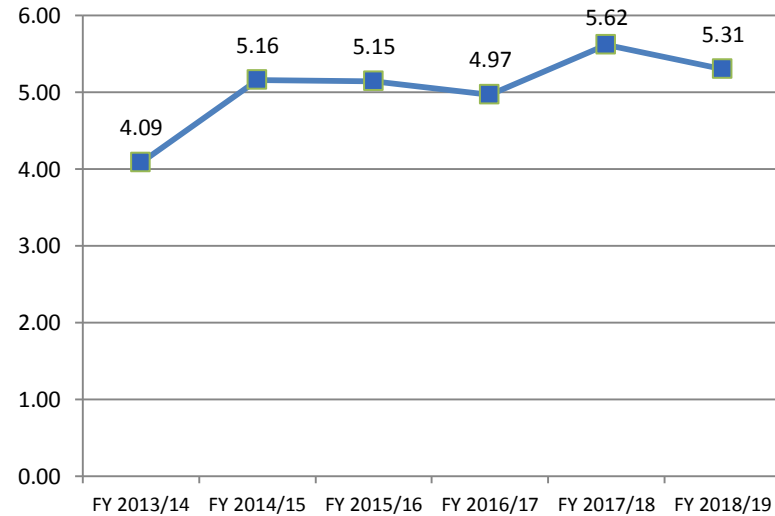


Exhibit 5.8 System Passengers/VSM

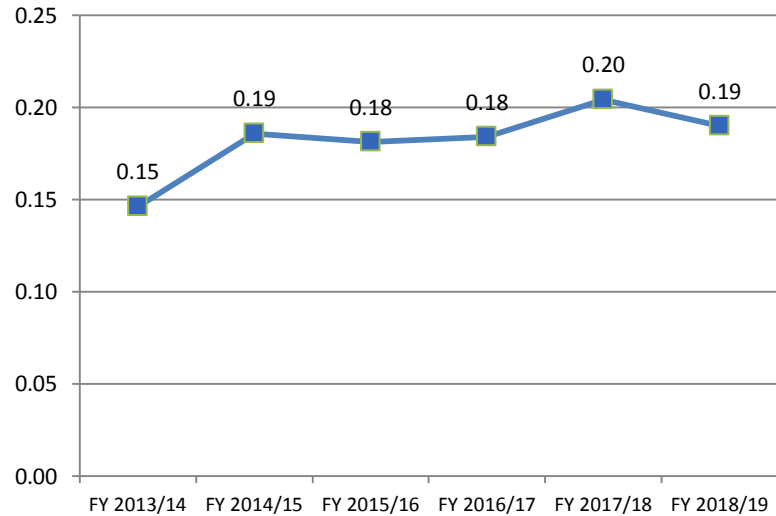
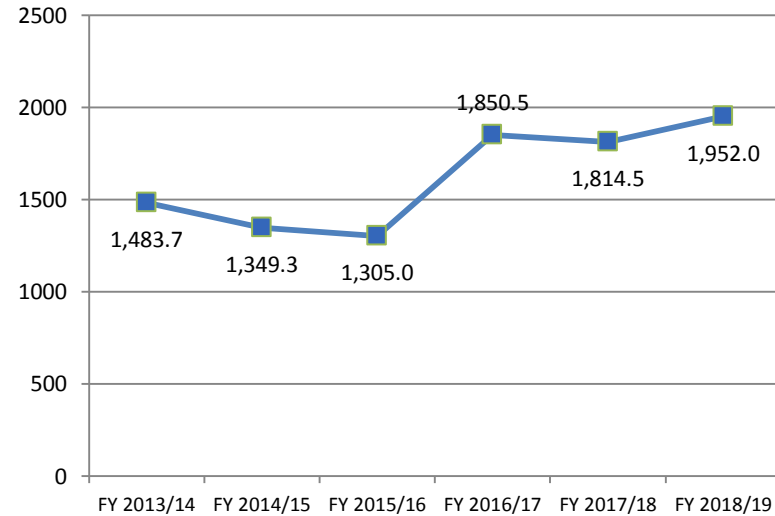


Exhibit 5.9 System VSH/FTE



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Exhibit 5.10 System Farebox Recovery

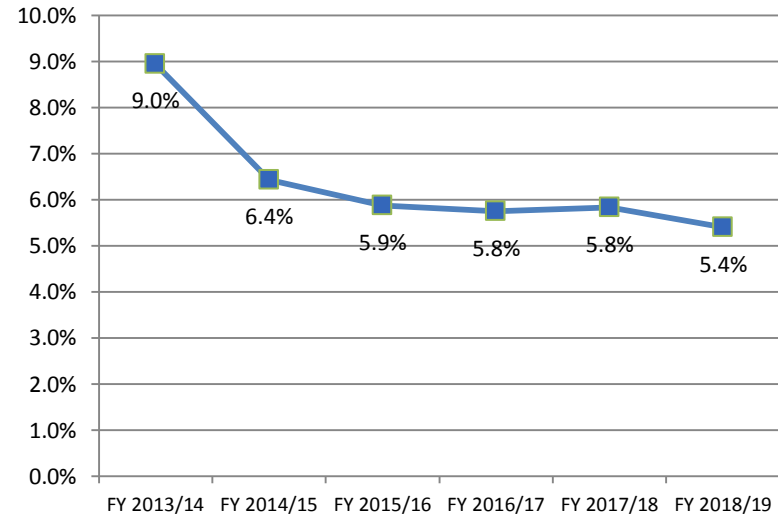
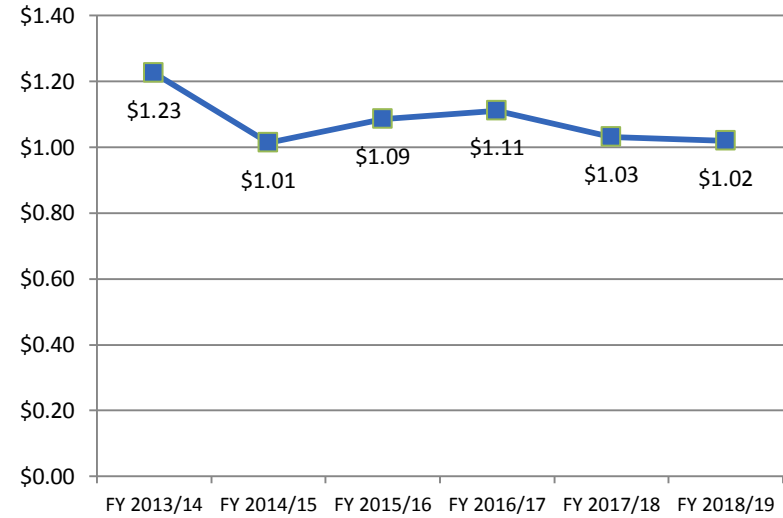


Exhibit 5.11 System Fare/Passenger



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Route-Specific Performance – Route 5 (Blue)

Route 5 experienced significant increases in operating cost during the prior audit period, resulting in an increase of 74.8 percent between FY 2013/14 and FY 2018/19. However, operating cost only increased 5.2 percent during the current audit period. Fare revenues experienced a net 5.8 percent decrease across the six-year period, yet posted a net 1.3 percent increase during the current audit period.

Vehicle service hours (VSH) experienced a net 14.3 percent decrease between FY 2013/14 and FY 2018/19, yet decreased just 1.8 percent during the current audit period. Vehicle service miles (VSM) experienced a similar change, with a net 14 percent decrease across the six-year period and a net 1.5 percent decrease during the current audit period. Conversely, ridership experienced a net 20 percent increase between FY 2013/14 and FY 2018/19. During the current audit period, ridership experienced a net increase of 12.2 percent, despite a small decline in FY 2018/19.

Cost-related performance indicators were mixed during the current audit period. Operating cost per VSH and operating cost per VSM both increased by approximately seven percent, while operating cost per passenger declined 6.2 percent. Passenger-related performance indicators increased by approximately 14 percent during the current audit period, indicating an improvement in productivity. The unsupplemented farebox recovery ratio fluctuated during the current audit period, ultimately decreasing from 5.7 percent to 5.5 percent.

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Exhibit 5.12 Route 5 (Blue) Performance Indicators

Performance Measure	Route 5 (Blue)					
	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Operating Cost (Actual \$)	\$176,134	\$227,585	\$271,718	\$292,669	\$296,465	\$307,836
<i>Annual Change</i>		29.2%	19.4%	7.7%	1.3%	3.8%
Fare Revenue (Actual \$)	\$18,046	\$15,239	\$17,407	\$16,774	\$17,728	\$16,997
<i>Annual Change</i>		-15.6%	14.2%	-3.6%	5.7%	-4.1%
Vehicle Service Hours (VSH)	3,544	3,127	3,048	3,095	3,062	3,039
<i>Annual Change</i>		-11.8%	-2.5%	1.5%	-1.1%	-0.8%
Vehicle Service Miles (VSM)	85,086	74,048	73,292	74,307	74,763	73,187
<i>Annual Change</i>		-13.0%	-1.0%	1.4%	0.6%	-2.1%
Passengers	15,532	16,937	17,079	16,609	18,744	18,630
<i>Annual Change</i>		9.0%	0.8%	-2.8%	12.9%	-0.6%
Employees	1.5	1.5	1.5	1	1	1
<i>Annual Change</i>		0.0%	0.0%	-33.3%	0.0%	0.0%
Performance Indicators						
Operating Cost/VSH (Actual \$)	\$49.70	\$72.78	\$89.15	\$94.56	\$96.82	\$101.30
<i>Annual Change</i>		46.4%	22.5%	6.1%	2.4%	4.6%
Operating Cost/Passenger (Actual \$)	\$11.34	\$13.44	\$15.91	\$17.62	\$15.82	\$16.52
<i>Annual Change</i>		18.5%	18.4%	10.8%	-10.2%	4.5%
Passengers/VSH	4.38	5.42	5.60	5.37	6.12	6.13
<i>Annual Change</i>		23.6%	3.5%	-4.2%	14.1%	0.1%
Passengers/VSM	0.18	0.23	0.23	0.22	0.25	0.25
<i>Annual Change</i>		25.3%	1.9%	-4.1%	12.2%	1.5%
Farebox Recovery	10.2%	6.7%	6.4%	5.7%	6.0%	5.5%
<i>Annual Change</i>		-34.6%	-4.3%	-10.5%	4.3%	-7.7%
Hours/Employee	2,362.7	2,084.7	2,032.0	3,095.0	3,062.0	3,039.0
<i>Annual Change</i>		-11.8%	-2.5%	52.3%	-1.1%	-0.8%
TDA Non-Required Indicators						
Operating Cost/VSM	\$2.07	\$3.07	\$3.71	\$3.94	\$3.97	\$4.21
<i>Annual Change</i>		48.5%	20.6%	6.2%	0.7%	6.1%
VSM/VSH	24.01	23.68	24.05	24.01	24.42	24.08
<i>Annual Change</i>		-1.4%	1.5%	-0.2%	1.7%	-1.4%
Fare/Passenger	\$1.16	\$0.90	\$1.02	\$1.01	\$0.95	\$0.91
<i>Annual Change</i>		-22.6%	13.3%	-0.9%	-6.4%	-3.5%

Sources: FY 2013/14 – FY 2015/16 data from prior Triennial Performance Audit report.
 FY 2016/17 – FY 2018/19 financial data from TDA fiscal audits.
 FY 2016/17 – FY 2018/19 performance data from monthly performance summaries.

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Route-Specific Performance – Route 10 (Turquoise)

During FY 2016/17 YCIPTA eliminated Saturday service on Route 10 (Turquoise) in an effort to adjust operating costs to meet performance standards. In FY 2018/19, YCIPTA reintroduced the third service day, but subsequently changed it to Friday. This contributed to declines across all performance measures during FY 2016/17 and FY 2017/18.

Operating cost saw a net increase of 14 percent between FY 2013/14 and FY 2018/19. This included both a 37.7 percent decrease in FY 2016/17 (when Saturday service was eliminated) and a 30.8 percent increase in FY 2018/19 (when Friday service was introduced). Overall, operating cost experienced a decrease of 17.5 percent between FY 2015/16 and FY 2018/19, both of which included service three days per week. Fare revenue fluctuated throughout the audit period, generally mirroring changes to ridership. Fare revenue experienced a net decrease of 2.8 percent across the six-year period but a net increase of 11.6 percent during the current audit period.

Vehicle service hours experienced a notable decrease in FY 2016/17 and FY 2017/18, when Route 10 operated only two service days each week. The reintroduction of the third service day in FY 2018/19 resulted in a net decrease of 4.6 percent across the six-year period, but an increase of 52.6 percent between FY 2017/18 and FY 2018/19. A similar pattern was observed for vehicle service miles, which had a net decrease of 8.2 percent between FY 2013/14 and FY 2018/19, but a 43.8 percent increase between the last two years of the current audit period. Ridership fluctuated as well, decreasing by a net 21.4 percent across the six-year period, yet increasing by 27 percent between FY 2017/18 and FY 2018/19.

Cost-related performance measures were mixed. Operating cost per VSH and operating cost per VSM both decreased by 7.2 percent and 5.2 percent, respectively, during the current audit period, which indicates improvement. Operating cost per passenger, however, increased by 14 percent, which is not an improvement. Passenger-related performance measures decreased significantly (by 17 to 19 percent) during the current audit period, resulting in decreased productivity. The unsupplemented farebox recovery ratio also decreased throughout the current audit period, declining 15.8 percent.

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Exhibit 5.13 Route 10 (Turquoise) Performance Indicators

Performance Measure	Route 10 (Turquoise)					
	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Operating Cost (Actual \$)	\$72,639	\$101,257	\$100,321	\$62,476	\$63,286	\$82,771
<i>Annual Change</i>		39.4%	-0.9%	-37.7%	1.3%	30.8%
Fare Revenue (Actual \$)	\$4,230	\$5,930	\$4,469	\$3,683	\$3,286	\$4,110
<i>Annual Change</i>		40.2%	-24.6%	-17.6%	-10.8%	25.1%
Vehicle Service Hours (VSH)	907	921	867	606	567	865
<i>Annual Change</i>		1.5%	-5.9%	-30.1%	-6.4%	52.6%
Vehicle Service Miles (VSM)	39,086	38,387	37,927	25,682	24,951	35,880
<i>Annual Change</i>		-1.8%	-1.2%	-32.3%	-2.8%	43.8%
Passengers	2,651	3,961	3,079	1,793	1,641	2,084
<i>Annual Change</i>		49.4%	-22.3%	-41.8%	-8.5%	27.0%
Employees	1.5	1.5	1.5	1	1	1
<i>Annual Change</i>		0.0%	0.0%	-33.3%	0.0%	0.0%
Performance Indicators						
Operating Cost/VSH (Actual \$)	\$80.09	\$109.94	\$115.71	\$103.10	\$111.62	\$95.69
<i>Annual Change</i>		37.3%	5.2%	-10.9%	8.3%	-14.3%
Operating Cost/Passenger (Actual \$)	\$27.40	\$25.56	\$32.58	\$34.84	\$38.57	\$39.72
<i>Annual Change</i>		-6.7%	27.5%	6.9%	10.7%	3.0%
Passengers/VSH	2.92	4.30	3.55	2.96	2.89	2.41
<i>Annual Change</i>		47.1%	-17.4%	-16.7%	-2.2%	-16.8%
Passengers/VSM	0.07	0.10	0.08	0.07	0.07	0.06
<i>Annual Change</i>		52.1%	-21.3%	-14.0%	-5.8%	-11.7%
Farebox Recovery	5.8%	5.9%	4.5%	5.9%	5.2%	5.0%
<i>Annual Change</i>		0.6%	-23.9%	32.3%	-11.9%	-4.4%
Hours/Employee	604.7	614.0	578.0	606.0	567.0	865.0
<i>Annual Change</i>		1.5%	-5.9%	4.8%	-6.4%	52.6%
TDA Non-Required Indicators						
Operating Cost/VSM	\$1.86	\$2.64	\$2.65	\$2.43	\$2.54	\$2.31
<i>Annual Change</i>		41.9%	0.3%	-8.0%	4.3%	-9.0%
VSM/VSH	43.09	41.68	43.75	42.38	44.01	41.48
<i>Annual Change</i>		-3.3%	5.0%	-3.1%	3.8%	-5.7%
Fare/Passenger	\$1.60	\$1.50	\$1.45	\$2.05	\$2.00	\$1.97
<i>Annual Change</i>		-6.2%	-3.0%	41.5%	-2.5%	-1.5%

Sources: FY 2013/14 – FY 2015/16 data from prior Triennial Performance Audit report.
 FY 2016/17 – FY 2018/19 financial data from TDA fiscal audits.
 FY 2016/17 – FY 2018/19 performance data from monthly performance summaries.

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Exhibit 5.14 Route Ridership

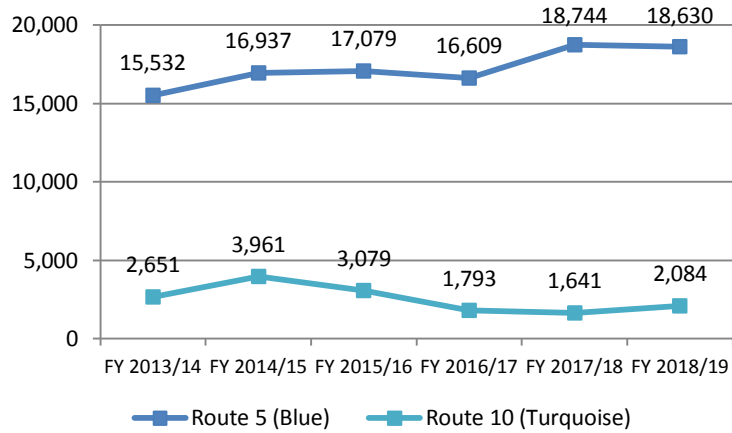


Exhibit 5.15 Route Operating Cost/VSH

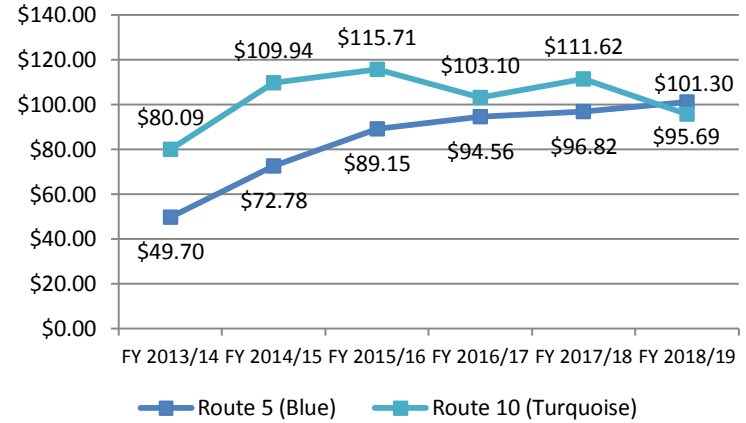


Exhibit 5.16 Route Operating Cost/VSM

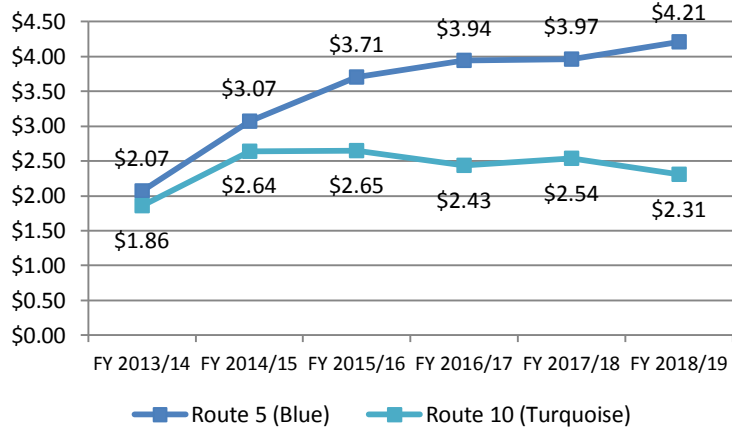
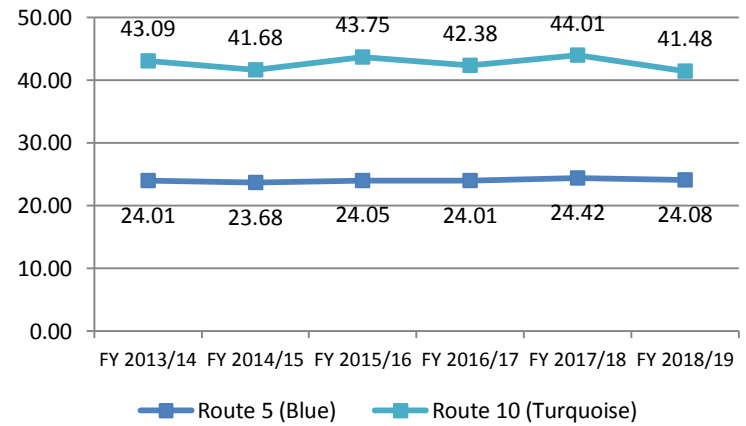


Exhibit 5.17 Route VSM/VSH



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Exhibit 5.18 Route Operating Cost/Passenger

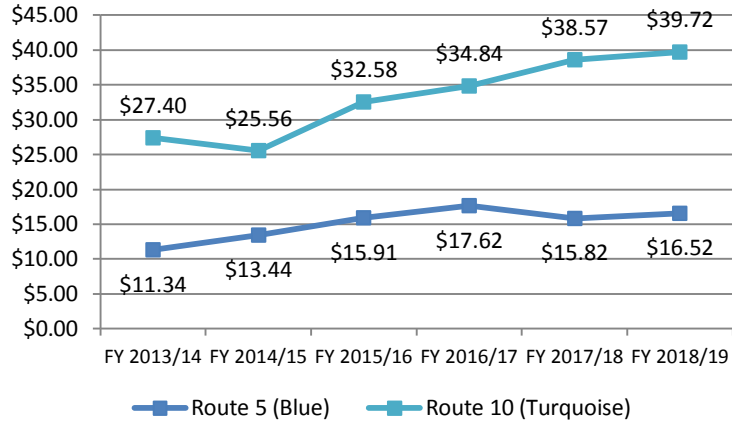


Exhibit 5.19 Route Passengers/VSH

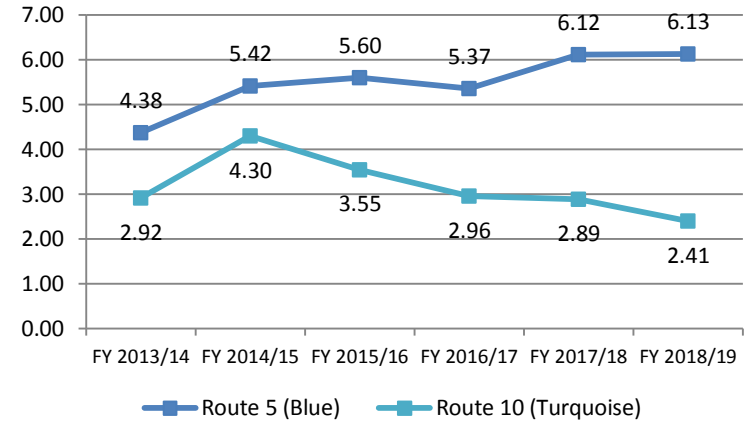


Exhibit 5.20 Route Passengers/VSM

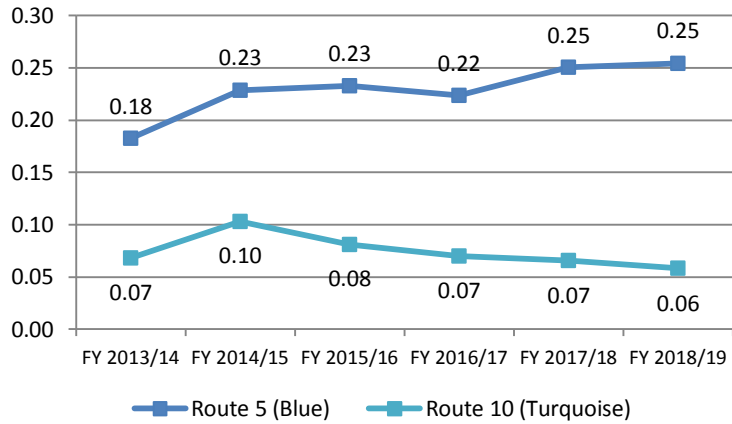
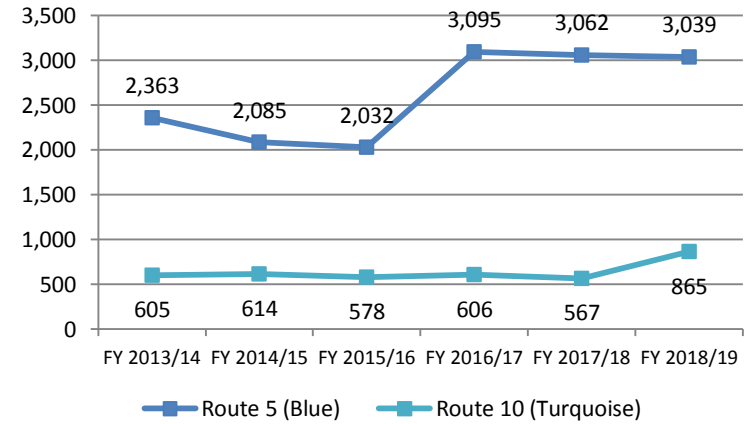


Exhibit 5.21 Route VSH/FTE



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Exhibit 5.22 Route Farebox Recovery

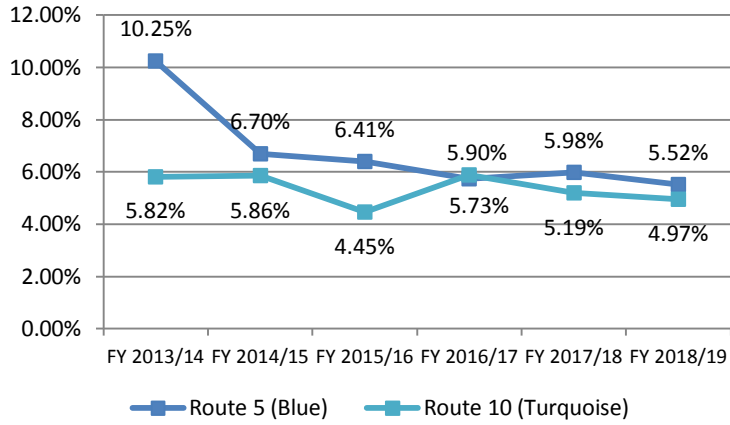
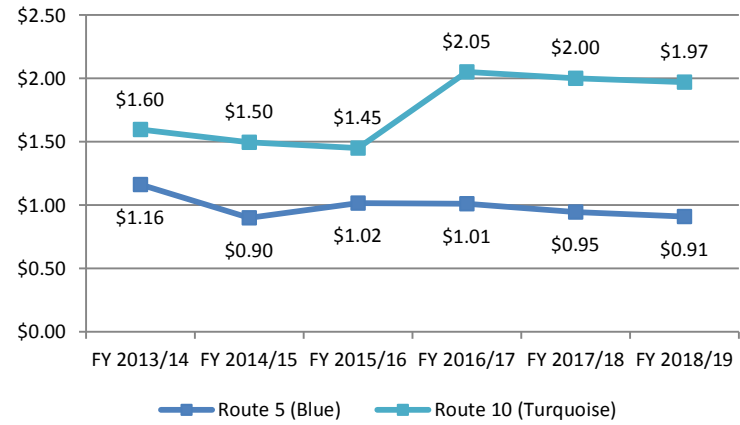


Exhibit 5.23 Route Fare/Passenger



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Chapter 6

Functional Review

A functional review of Yuma County Intergovernmental Public Transportation Authority's public transit program is intended to assess the effectiveness and efficiency of the operator. Following a general summary of the operator's transit services, this chapter addresses seven functional areas. The list, taken from Section III of the *Performance Audit Guidebook* published by Caltrans, reflects those transit services provided by YCIPTA through its transit program:

- General management and organization;
- Service planning;
- Scheduling, dispatch, and operations;
- Personnel management and training;
- Administration;
- Marketing and public information; and
- Fleet maintenance.

Service Overview

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) operates the Yuma County Area Transit (YCAT) service in Yuma, Arizona. In partnership with the Quechan Tribe, which is located in California and receives TDA funding, YCAT operates two routes serving Imperial County. The Blue Route (Route 5) originates in Yuma and serves the Quechan Casino Resort in California, with limited service to the Andrade Port of Entry. The Turquoise Route (Route 10) originates in Yuma and travels to El Centro via Interstate 8.

Service on the Blue Route operates hourly between 7:19 a.m. and 6:11 p.m., Monday through Friday. Saturday service operates from 10:19 a.m. to 4:11 p.m. Service on the Turquoise Route operates on Monday, Wednesday, and Friday only. In the winter, it departs Yuma at 8:30 a.m. and 2:30 p.m., with the return trips departing El Centro at 8:59 a.m. and 2:59 p.m. In the summer, the service departs Yuma at 7:30 a.m. and 1:30 p.m., with the return trips departing El Centro at 8:59 a.m. and 2:59 p.m. This is to accommodate the time change associated with Daylight Savings Time, as Arizona does not observe Daylight Savings Time while California does.

In July 2016, YCIPTA eliminated the third service day on Route 10. Prior to that time, service was offered on Monday, Wednesday, and Saturday. This was done in an effort to adjust the operating cost to better meet performance standards. At the same time, Route 10 began accepting cash fares only and no longer offered any discounted fares. The third service day was reintroduced in July 2018, but on Friday rather than Saturday, though the cash only fare remained.

Fare Structure

The YCAT fare schedule is shown in Exhibit 6.1 No transfers are offered. Children under five ride free (for the first four children); additional children pay the reduced fare. Students and employees of several local high schools and colleges, as well as members of the Cocopah Tribe, also ride for free with an identification card.

YCIPTA and Quechan Tribe (YCAT Routes 5 and 10)

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Exhibit 6.1 YCAT Fare Schedule

Fare Type	Full Fare	Reduced Fare*
One-way (Route 5)	\$2.00	\$1.00
Day YCATPass	\$5.00	\$2.50
10-Ride YCATPass	\$17.50	\$7.50
31-Day YCATPass	\$60.00	\$30.00
Route Deviation Fare (Route 5)	\$2.00	\$2.00
One-way (Route 10)	\$2.00 (cash only)	N/A

**Reduced fares are available to seniors age 65 and older, persons with disabilities, Medicare cardholders, ADA-certified individuals, and students age 5-18 with a school ID. Discounts not available on Route 10.*

General Management and Organization

YCIPTA's Transit Director meets with the operations contractor (currently RATP Dev) on a daily basis, as they are located within the same facility. The Quechan Tribe meets with YCIPTA and ICTC on a quarterly basis as part of the Eastern Imperial County Transit Services (EICTS) Operations and Implementation Business Plan. At that time, YCIPTA shares and issues with the operations contractor and addresses any concerns.

YCIPTA currently has three staff members supporting the transit program: Transit Director, Financial Services Operations Manager, and Transit Operations Manager. YCIPTA would benefit from additional staff in general, not specifically transit. Lines of reporting are clearly defined.

Operation of the YCAT service is contracted to RATP Dev, which assumed the contract in July 2018. RATP Dev's contract is for a three-year base term with seven one-year options. Prior to this, the service was operated by National Express Transit from August 2014 through June 2018. During National Express' tenure, up to 40 percent of the fleet was out of service, which contributed to YCIPTA's decision to rebid. National Express did not submit a bid in 2018.

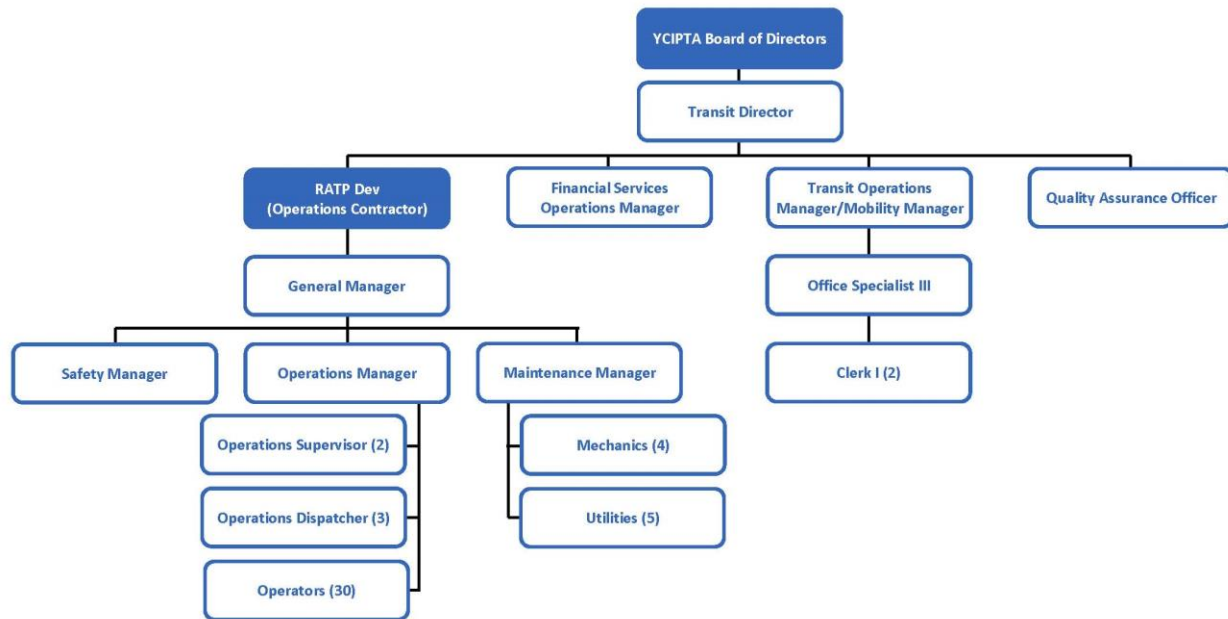
YCIPTA/YCAT's organizational chart is illustrated in Exhibit 6.2. While not reflected in the organizational chart, both ICTC and the Quechan Tribe are funding partners for Routes 5 and 10. Along with YCIPTA, both participate in the Eastern Imperial County Transit Services (EICTS) Operations and Implementation Business Plan.

YCIPTA and Quechan Tribe (YCAT Routes 5 and 10)

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Exhibit 6.2 Organizational Chart



Source: YCIPTA and RATP Dev.

Service Planning

The Yuma Metropolitan Planning Organization (MPO) recently selected a consultant to update its Short Range Transit Plan (SRTP), which will include planning for Routes 5 and 10. Prior to this update, the prior SRTP was completed in August 2014.

An updated Eastern Imperial County Transit Services Business Plan is prepared annually. The document provides an overview of the service, defines partner roles and responsibilities, forecasts costs and revenues for the upcoming year, confirms performance standards, details marketing and outreach activities, and provides additional operating information.

Operating budgets, TDA claim forms, and the annual State Controller Report are all brought to the Quechan Tribe's governing body. The Tribe's EDA Director serves as the liaison with YCIPTA, although he is not dedicated to the transit program. While the Tribe does not conduct any planning-specific public outreach, contact information is provided on all marketing flyers.

Scheduling, Dispatch, and Operations

Routes 5 and 10 are included in YCAT's regular service bid process. Any driver can bid on these routes. Driver bids take place four times per year and are based on seniority. Maintenance personnel bid on shifts by seniority every six months. Staff are unionized (ATU Local 1433) and all bids are governed by the collective bargaining agreement (CBA). The current CBA is effective from July 1, 2019 through June 30, 2022.

While YCAT did not have any part-time drivers during the current audit period, it is not precluded from doing so. Several part-time drivers have since been hired by RATP Dev. Part-time operators are those

YCIPTA and Quechan Tribe (YCAT Routes 5 and 10)

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who have bid a route scheduled to work less than 35 hours per week. Per the CBA, no more than 15 percent of the total operator workforce can be part-time operators.

YCAT currently uses the Solutions for Transit platform for dispatching. Dispatcher is a dedicated position. However, all dispatchers are required to maintain a commercial driver's license.

All YCAT buses feature new GFI Genfare Fastfare fareboxes. When a vehicle pulls into the yard, it is probed, farebox information is downloaded, and the farebox unlocks. The farebox is then removed from the vehicle and dumped into the vault. This takes place daily. At no time does the driver or utility worker have access to the fare revenue. Each morning, a dispatcher and road supervisor get money bags, empty the vault, run a report, put the report in with the cash, seal the bags, and put the bags in the safe in the money room, which is equipped with cameras. Loomis armored car service picks up the money and takes it to be counted. Non-cash fare media allocated to Route 5. Cash is then deposited in YCIPTA's account.

Personnel Management and Training

Recruiting is handled by RATP Dev at both the local and corporate level. Open positions are also posted on the YCIPTA/YCAT websites and on Facebook. RATP Dev is constantly recruiting. Some recruits have their commercial license, while others require full training and licensing. RATP Dev offers a full training program, but recruits have to go to DMV for testing. RATP Dev offers a dedicated TSI-certified safety and training manager. RATP Dev is typically able to provide enough drivers, though they have been short. Only rarely does driver staffing affect the contractor's ability to provide the service (driver illness, etc.). All employees are subject to a 90-day probation period.

RATP Dev conducts monthly safety meetings and participates in required drug and alcohol testing. RATP Dev has a zero tolerance policy with respect to drug and alcohol use.

The CBA governs seniority, leave, attendance, discipline and discharge, the safety point system, accident/incident reporting and response, vacation time, holidays, sick time, wages, and grievance and arbitration. It includes a progressive discipline policy. Mechanics qualify for a wage premium for ASE certifications in Medium/Heavy Duty Truck, School Bus, and/or Transit Bus as well as for ASE Master Certification.

RATP Dev provides benefits to full-time employees as detailed in the CBA. Benefits include health, dental, and vision insurance; short- and long-term disability plans; and life insurance. Employees may also participate in RATP Dev's 401(k) plan.

Administration

Budgeting is done at quarterly EICTS meetings. It is a joint process between YCIPTA, ICTC, and the Quechan Tribe. Budgeting for the next fiscal year begins in March. Historically, actual costs have been largely in line with budgeted expenses. With the adoption of the most recent CBA, the budget was adjusted to accommodate higher wages, as YCAT's were significantly lower than its peers.

The responsibility for grants management is shared. YCIPTA's Financial Services Operations Manager handles grants for YCIPTA, while the Quechan Tribe's EDA Director handles grants for the Tribe.

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RATP Dev carries insurance and handles accident and injury claims and handles payroll for its employees. Staff use a timeclock to clock in and out. Payroll is run on a biweekly pay period, with employee time reviewed daily. Direct deposit is offered as an option. YCIPTA's payroll uses timesheets, and all employees use direct deposit.

YCIPTA's procurement manual is in compliance with ADOT and federal requirements. For the most recent operations procurement, three bids were received. YCIPTA purchases fuel, while RATP Dev provides its own tires and parts. Vehicles are purchased through the state contract when using ADOT funds. YCIPTA recently had options for its purchase of Gilligs via a joint procurement with a public transit operator in Akron, Ohio. Staff are seeking other options for future vehicle purchases.

Marketing and Public Information

YCAT produces a system rider guide that includes Routes 5 and 10. Advertising and promotion activities include television commercials, scrolling information on the YCAT website, newspaper advertisements, Yuma County map advertisement, and inclusion in the City of Yuma Parks and Recreation brochure. YCIPTA also attends job fairs. Many community organizations reach out to them, and the Transit Operations Manager/Mobility Manager goes out and provides information about the service. There was also outreach related to the new fareboxes in July 2019.

The Quechan Tribe also promotes Routes 5 and 10. It distributes a monthly flyer to Tribal departments, with a different focus each month. It also advertises at local grocery stores and encourages Tribal members to use the online services (Nextbus, trip planner, etc.).

YCIPTA handles customer service calls, but it is up to RATP Dev to respond to complaints within a designated timeframe. RATP Dev is required to make three attempts to reach the complainant and document each attempt. The contractor's response to customer complaints is improving.

Maintenance

YCAT utilizes Solutions for Transit software, which is also used for maintenance tracking. Most work is done in-house, though large items may be sent out. No other RATP Dev contracts are serviced at the YCAT facility, nor are any of RATP Dev's vehicles maintained there. The Transit Director has access to maintenance reports (preventive maintenance due, work orders, etc.) on a daily basis. YCIPTA's Quality Assurance Officer reviews preventive maintenance reports to confirm quality. This is largely due to YCIPTA's experience with its prior operations contractor. Mechanics are required to provide their own tools.

YCIPTA currently leases the YCIPTA/YCAT facility. YCIPTA is attempting to purchase a parcel of land upon which to construct a purpose-built facility. The land is currently being rezoned and YCIPTA hopes to purchase it by July 2020. YCIPTA will then pursue grant funding for construction. The catalyst for the new facility is a lack of space/capacity at the current facility. Both YCIPTA and YCAT are domiciled in a single small building, making for very close quarters. There are currently four maintenance bays, but five is desired.

RATP Dev has improved its maintenance of the vehicles. It had some staffing turnover initially and lacked full staffing for a period of time. The Transit Director was in frequent communication with RATP Dev's regional staff during this time.

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Maintenance has effective communications with dispatch regarding out-of-service vehicles. There is no current significant maintenance backlog. Currently, YCAT is able to provide sufficient vehicles for pullout. Under the prior operations contract, regular maintenance impacted YCAT's ability to meet pullout requirements. Currently, two older vehicles are on the "critical" list.

YCIPTA has been procuring new vehicles on a regular basis. Fleet replacement has been pretty aggressive across the last couple of years. The Tribe also received an FTA discretionary grant for bus shelters that will be installed on Routes 5 and 10 during calendar year 2020. This will address some concerns from riders about having to stand out in the sun.

YCAT's fleet list is provided in Exhibit 6.3. This represents the whole YCAT fleet, as vehicles used on Routes 5 and 10 are not designated but drawn from the fixed-route fleet.

Exhibit 6.3 YCAT Fleet

Year	Make	Model	Quantity	Average Mileage (as of 6/30/19)
1997	New Flyer	D40F	3	558,468
2010	Ford E350	ENC Aerolite	4	287,014
2010	Chevy C5500	ENC Passport	7	475,782
2014	Braun	Entervan	1	29,986
2015	Dodge	Grand Caravan	1	56,494
2015	Dodge	Amerivan	1	73,115
2016	Gillig	Low Floor	2	201,580
2016	FRHT	Arboc	3	86,155
2017	Arboc	Arboc	1	56,323
2019	Gillig	Low Floor	5	21,060
2019	Starcraft	Allstar	2	2,303

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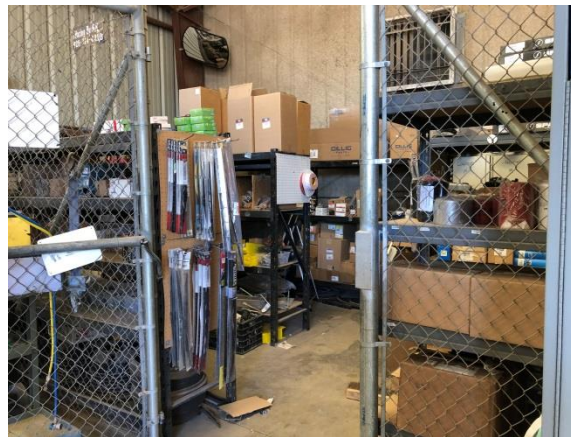
YCAT fixed-route bus.



YCAT fixed-route buses in storage yard.



YCAT maintenance shop.



YCAT parts room.

YCIPTA and Quechan Tribe (YCAT Routes 5 and 10)

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Chapter 7

Findings and Recommendations

With one exception, we find YCIPTA/YCAT to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

Findings and Recommendations

Based on discussions with YCIPTA and Quechan Tribe staff, analysis of program performance, and an audit of program compliance and function, the audit team presents one compliance finding:

1. The State Controller Report for FY 2016/17 was submitted after the stipulated deadline.

The audit team has also identified one functional finding. While this finding is not a compliance finding, the auditors believe it is significant enough to be addressed within this audit:

1. There were some inconsistencies between the operating data reported to the State Controller and that reported on YCAT's monthly performance reports.

Program Recommendations

In completing this Triennial Performance Audit, the auditors submit the following recommendations for the YCAT public transit program. They are divided into two categories: TDA Program Compliance Recommendations and Functional Recommendations. TDA Program Compliance Recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the audit that are not specific to TDA compliance.

Compliance Finding 1: The State Controller Report for FY 2016/17 was submitted after the stipulated deadline.

Criteria: Public Utilities Code Section 99243 requires transit operators in receipt of TDA funds to submit annual reports to the State Controller within 90 days following the end of the fiscal year (110 days if filing electronically). Beginning FY 2016/17, this submittal deadline was amended to January 31 following the end of the fiscal year. Beginning with the online reporting for FY 2017/18, the cover sheet is timestamped with the submittal date and time upon its generation. This makes it easier to evaluate when the report was actually submitted.

Condition: This was also a finding in the prior audit report. In FY 2016/17, the State Controller Report was submitted approximately six weeks after the stipulated deadline. However, in the following years, it was submitted prior to the deadline.

Cause: Several challenges can result in reports being submitted late, including the unavailability of final data and lack of awareness regarding submittal deadlines.

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Effect: Late submittals can place an operator out of compliance with the TDA.

Recommendation: Continue to ensure State Controller Reports are submitted in a timely manner.

Recommended Action(s): No specific action is necessary, as subsequent reports were submitted on time.

Timeline: Ongoing.

Anticipated Cost: Negligible.

Functional Finding 1: There were some inconsistencies between the operating data reported to the State Controller and that reported on YCAT's monthly performance reports.

Criteria: PUC 99247 sets forth specific definitions of various performance indicators used in TDA reporting. In most cases, these are standard industry definitions, and performance data such as ridership, vehicle service hours, and vehicle service miles should be the same, regardless of whether reported internally or to an outside entity.

Condition: During the preparation of the audit, we noted numerous inconsistencies between operating data reported in the monthly performance summaries provided to the audit team and that reported to the State Controller. Some of these variances were very modest and, on their own, would not warrant a finding. However, the reporting of vehicle service hours (VSH) in FY 2017/18 and FY 2018/19 was of some concern.

In FY 2017/18, it is obvious there is an error regarding how VSH is reported, as it clearly duplicates the number of unlinked trips. In FY 2018/19, the cause of the variance is not as clear-cut, although there is still a difference of 8.7 percent.

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Performance Measure	YCAT Routes 5 and 10		
	FY 2016/17	FY 2017/18	FY 2018/19
Operating Cost (Actual \$)			
<i>TDA Fiscal Audit</i>	\$355,145	\$359,751	\$390,607
<i>State Controller Report</i>	\$355,145	\$359,751	\$390,607
Fare Revenue (Actual \$)			
<i>TDA Fiscal Audit</i>	\$20,457	\$21,014	\$21,107
<i>State Controller Report</i>	\$20,457	\$21,014	\$21,107
Vehicle Service Hours (VSH)			
<i>Monthly Performance Reports</i>	3,701	3,629	3,904
<i>State Controller Report</i>	3,711	20,385	3,591
Vehicle Service Miles (VSM)			
<i>Monthly Performance Reports</i>	99,989	99,714	109,067
<i>State Controller Report</i>	99,866	99,542	108,446
Passengers			
<i>Monthly Performance Reports</i>	18,402	20,385	20,714
<i>State Controller Report</i>	18,977	20,385	20,718

Cells in green represent those that are consistent between the two cited reports.

Cells in red show an obvious error in reporting.

Cells in white show a minor inconsistency (less than five percent variance).

Cells in orange show a more significant inconsistency (more than five percent variance).

Cause: In FY 2017/18, the error was likely caused by the person who completed the report not recognizing that 20,385 vehicle service hours was not reflective of the total hours typically operated on Routes 5 and 10. In FY 2018/19, cause of the variance is unclear.

Effect: Inaccurate and inconsistent reporting can make it problematic to effectively assess program performance.

Recommendation: Ensure the State Controller Report is reviewed by someone other than the individual who prepared it so as identify any errors in reporting.

Recommended Action(s): In FY 2017/18, the error would have been realized if it had been reviewed by someone familiar with the typical number of vehicle service hours associated with Routes 5 and 10. Given the number reported for VSH is exactly the same as that reported for ridership should have been a red flag. The reviewer should also carefully compare the performance data provided by YCIPTA with what is being reported to ensure accuracy. In addition, if YCIPTA's annual totals for these metrics change after the end of the year, YCIPTA staff should notify the Quechan Tribe to ensure accurate reporting.

Timeline: Ongoing.

Anticipated Cost: Negligible.

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Exhibit 7.1 Summary of Audit Recommendations

TDA Compliance Recommendations		Importance	Timeline
1	Continue to ensure State Controller Reports are submitted in a timely manner.	Low	Ongoing
Functional Recommendations		Importance	Timeline
1	Ensure the State Controller Report is reviewed by someone other than the individual who prepared it so as to identify any errors in reporting.	Medium	Ongoing



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.yciptaz.gov

June 22, 2020

Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the award of the Vanpool
Program contract.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Vanpool Program contract to Commute with Enterprise

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

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

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

Fiscal Impact: No additional costs besides the original \$300 per month subsidy.

Recommended Motion: That the Yuma County Intergovernmental

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

Shelly Kreger, Transit Director

Public Transportation Authority (YCIPTA) Board of Directors approve the approve the Vanpool Program contract to Commute with Enterprise

Fiscal Impact: None

Legal Counsel Review: N/A

Attachments: Commute with Enterprise Proposal

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

Approved for Submission



Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director



Request for Proposal Response for
Yuma County Intergovernmental Public Transportation
Yuma County Area Transit
Vanpool Program

May 29th, 2020

Enterprise Leasing Company of Phoenix, LLC
d/b/a Commute with Enterprise
1444 West Auto Drive
Tempe, AZ 85284
480-940-1616 Main

Becky Stull
Branch Manager
4100 West Galveston Street, Suite 1
Chandler, AZ 85226
623-428-9296 Cell
Becky.Stull@ehi.com

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Statement of Non-Binding Nature

Statement of Non-Binding Nature, Bidder Party and Rental Providers

This document and subsequent communications are proposals only and should be considered non-binding until a final agreement may be reached. The terms of any final agreement will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient. The information and data provided in this bid are reflective of Enterprise Leasing Company of Phoenix, LLC and its Affiliates (“Enterprise”) to provide an overall picture of our organization as a whole, who we are, and how we operate, including, among other things, our financial strength, employment practices and policies, diversity and environmental stewardship, and sustainability initiatives. However, in the event we are the successful bidder, the agreement will be entered into by Enterprise Leasing Company of Phoenix, LLC. Vehicle rentals under the agreement would be provided by affiliates of Enterprise (the “Enterprise Affiliates”).

Statement of Offer

Unless otherwise stated herein, any final agreement between the parties may be subject to further negotiations and modification, and no agreement shall be considered final until incorporated into a written agreement executed by both parties.

Offer is firm and valid 90 days from May 29th, 2020.

Period of Performance

Contract term is for one year and upon approval for extension thereafter

Trademark and Copyright Information

Enterprise Rent-A-Car, National Car Rental, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Enterprise Rideshare, Commute with Enterprise, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

These registered trademarks and copyrights, whether marked or unmarked, may not be infringed upon or reproduced without the express written consent of Enterprise Holdings and its subsidiaries.

For more information, please visit our website, enterpriseholdings.com.

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A Note on Statistical Information

Please be aware that the most available statistical information provided from our previous fiscal year may be in flux as we work to update our reporting during the COVID-19 pandemic.

Dear Ms. Kreger,

On behalf of Enterprise Leasing Company of Phoenix, LLC, d/b/a Commute with Enterprise, I would like to thank you for the opportunity to present our proposal to continue to provide Yuma County Intergovernmental Public Transportation Authority's (YCIPTA) with vanpool services for Yuma County Area Transit (YCAT).

Commute with Enterprise is the best solution for YCAT's vanpool program, as we provide quality, turn-key services and the ability to partner with YCIPTA to substantially improve the program over time. We consistently bring the following expertise to support and grow your vanpool program, including:

- Fleet Maintenance and Management
- Invoicing and Fare Collection
- Marketing and Outreach
- Insurance and Driver Underwriting
- Transit Funding Expertise
- Award Winning Customer Service

We know that many commuters in the YCAT area are searching for a way to save money while traveling to work — without sacrificing comfort or convenience. Commute with Enterprise leverages our local support infrastructure, combined with the size and flexibility of our fleet, to provide exceptional value.

Enterprise's [award-winning](#) customer service is available 24 hours a day, seven days a week — and locally at any Enterprise branch. This level of on-the-ground service is simply unmatched in the vanpool industry. Vanpoolers can drive without worry, knowing that maintenance and support is provided locally through our extensive network of Enterprise Rent-A-Car locations.

Commute with Enterprise will provide a turnkey solution for YCAT's vanpool program. For those who are not yet aware that a solution exists, our local sales team has unprecedented access to employers as an established and trusted business partner. Coupled with our proprietary vanpool marketing strategies and our unique ability to advertise in local rental branches, more people will hear about YCAT's vanpool program, and will be excited to sign up and keep money in their pocket.

Our expertise and commitment to customer service has helped us become the fastest-growing vanpool provider in the nation. We are particularly excited at the opportunity to partner with YCIPTA to provide a program structure that is cost effective for both the riders and YCAT while providing a high level of service.

I, David Burr, attest that all information in the proposal is true and correct at the time of submittal. I am located at 4100 West Galveston Street in Chandler, Ariz. and can be reached by telephone (480-785-4328) or email (David.C.Burr@ehi.com).

Becky Stull, Branch Manager, Commute with Enterprise, will be the primary point of contact regarding YCAT's day-to-day operations and our response to this offer. Her office is located at the same address in Chandler and can be reached by telephone (480-785-4408) or email (Becky.Stull@ehi.com).

Exceptions have been outlined later in [Section 7. Sample Agreement Exceptions / Letter of Transmittal](#).

We also note that Enterprise is neither an MBE nor WBE; however, we utilize many suppliers that certify as MBE, WBE, DBE, or similar categories and prioritize these vendors for our vanpool vehicles. We currently engage in thousands of dollars of work annually with DBEs in the state of Arizona and will include our vanpool program in the utilization of these vendors where appropriate. Because there is not an established goal for this contract, we will provide a good faith effort and report any utilization of DBEs to YCIPTA on a consistent basis agreeable by both parties.

Please contact us if you have any questions. We look forward to a continued mutually beneficial partnership with YCIPTA.

Sincerely,

David Burr, Director of Business Rental

Becky Stull, Branch Manager



1. Introduction



Commute with Enterprise provides world-class customer service and a premier vanpooling choice for commuters across the country. Enterprise gives vanpoolers an easy and convenient way to get to work, backed by an expansive fleet, extensive location network, and 24/7 customer service. The result is the most hassle-free vanpooling environment possible.

A service of Enterprise Rent-A-Car, Commute with Enterprise is an alternative commuting solution founded in 1994 that has become one of the largest and most cost-effective vanpool operations in the nation.

A Turnkey Solution for Any Program

Enterprise's teams are adept at managing vanpool programs of any size — and with access to more than 1.2 million rental vehicles in North America, vanpool groups can choose from passenger vans, crossovers, minivans, or SUVs as appropriate for the program and arrive to work in style.

Our local account management team and locally established operations give the program a complete solution for exactly what commuters need. Commute provides:

- Vehicle choice
- Comprehensive maintenance
- Ride-matching technology
- Driver approvals
- Insurance coverage
- Invoicing and fare collection
- Program marketing
- Dedicated local teams
- National Transit Database reporting

Customer Service

Our award-winning customer service is available to every vanpool, no matter where their daily commute may be. With our extensive network of locations, we have more employees available to assist riders at more times and in more places than any other vanpool provider.

Enterprise has an unprecedented level of support for a vanpool program. Each location delivers consistent, quality customer service with quick reaction times — which is responsible for accolades from transit agencies, companies, and vanpoolers alike.

The local account management team also markets and supports each vanpool program with a strong presence in Yuma. How we operate is what separates us from other providers. Backed by our dedicated corporate team, Commute with Enterprise's multiple layers of service foster the growth and well-being of our programs.

Experience in Multiple Markets

Commute with Enterprise currently operates in more than 70 markets with approximately 12,000 vehicles on the road. Our dedication to service has helped drive Commute to become one of the fastest-growing providers in the nation.

Looking Toward the Future

We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. While no one can predict the duration or extent of the impact of COVID-19, Enterprise Holdings is a more than 60-year-old company with the experience and leadership to manage through numerous economic cycles, political turmoil and natural disasters. We are confident we are well-equipped to handle the current situation over the long-term because of our strong balance sheet and overall financial position. This has been reinforced by the rating agencies Moody's and DBRS, recently reaffirming our current credit ratings.

Enterprise has the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to more YCAT travelers in 2020 and beyond.

2. Scope of Work / Work Plan

Vanpool Management Services

Program Administration and Experience

Comprehensive Account Management Program

Commute will continue to provide administrative support for the YCAT vanpool program through a variety of means. First, Enterprise's local teams in YCIPTA's area will manage the YCAT program and encourage ridership growth from within the community. Becky Stull will be YCIPTA's primary point-of-contact. The sales and marketing activities she and her team will use include:

- Working with individual groups
- Marketing to work sites
- Demonstrating vehicles
- Collecting start-up paperwork
- Attending Commute events
- Assisting points of contact

Commute's dedicated Corporate team, whose sole focus is vanpooling, supports the local team. This team provides additional support and advisement, such as:

- Marketing materials
- Vanpooling program strategy
- Fund allocation
- FTA compliance
- Management reports
- Customer and account support

Members of our Corporate team will also travel to the region when necessary, furthering our commitment to comprehensive customer service.

The local Enterprise Rent-A-Car branches will be able to provide additional support through vehicle provision or switches, guaranteed ride home activities or everyday operational questions.

Finally, our website gives current and potential vanpoolers the ability to contact us regarding administrative matters. They may also call our dedicated line at 1-800-VAN-4-WORK.

Local YCAT Management and Leadership

Our local Commute team is made up of seasoned veterans in the transportation management industry, newcomers eager to learn, and established management personnel overseeing the program. The personnel listed below are directly involved with the vanpool program at varying levels. Those who are not listed but indirectly support the vanpool program are our back-end information technology, billing, marketing, maintenance, vehicle acquisition teams and others that enable the vanpool program to run seamlessly.

Please refer to the following section [3. Project Personnel](#) for details regarding the individuals supporting your program locally.

Corporate YCAT Management and Leadership

Our corporate team is also composed of staff with varying experience levels within transportation and ridesharing and all are well versed in their positions. The corporate team will continue to provide general oversight and ensure consistency with programs nationwide to create efficiencies and ensure success for every program, as well as consultative support of the local staff to ensure success of YCAT's vanpool program.

Please refer to the following section [3. Project Personnel](#) for details regarding the individuals supporting your program at the corporate level.

Safeguards Against Errors and Omissions

For programs that require collection of National Transit Database (NTD) reporting data, we offer multiple methods of information gathering. As a corporation that values technology, we have also developed a system where our Vanpool Drivers can input their monthly reporting data directly through our website as previously described. We can also provide Excel templates for Vanpool Drivers to complete and email to us monthly. For those without internet access, we will work with those vanpool groups and their employer to ensure their information is submitted timely and accurately.

Your Commute with Enterprise team is experienced in working with programs of all sizes across the country to provide timely and accurate data for the NTD. Our local teams work with each transit agency to ensure we are meeting any specific needs. Our corporate team provides oversight to affirm accuracy and adherence to the NTD guidelines prior to submission.

All NTD figures will be calculated for reporting requirements as determined by the NTD calendar submission process and will follow the collection guidelines outlined by the FTA.

Backup Plans

Enterprise can find replacement staff quickly to ensure a smooth transition between account managers. As one of the largest employers in the United States, we are well equipped to train and develop staff in the event someone is promoted or leaves the company.

Should a key member of YCIPTA's project management team leave or otherwise be removed from their duties, existing Enterprise staff will be trained as replacement personnel.

Our local branch managers are already thoroughly experienced in managing a local fleet of vehicles. Therefore, should we need a vanpool project manager replacement, we have a wide pool of qualified employees to fill the position.

Our staff members' successful experience running Enterprise rental branches include:

- Planned or unplanned customer service needs
- Front- and back-end business management
- Sales and marketing
- Employee development and training

Coordination / Administration of Plans and Activities

Commute with Enterprise will furnish, insure, and administer vehicles for YCIPTA while also providing superior customer service. Enterprise will provide administrative support for the YCAT vanpool program through a variety of means.

First, Enterprise enters into rental agreements with its vanpoolers, which allows for flexible vehicle changes and termination of the vanpool, if necessary. Maintenance, billing, and other scenarios are also handled easily by our complete, turnkey approach.

Enterprise provides vehicles on a month-to-month basis. When vehicles are switched in or out of service part way through the month, costs will be prorated based on the number of days in that month, with "in service" defined as the first to the last day the group uses the vehicle to commute. Extra days due to early drop off or late pick-up will not be included when the prorated charges are calculated.

Commute with Enterprise will retain ownership of the vehicles in addition to taking responsibility for vehicles at the termination of any rental agreements or schedules. YCIPTA and vanpool participants will not be required by Enterprise or any other party to be obligated in any vehicle lease or purchase agreement as a condition to acquire a vehicle to participate in a County subsidized vanpool arrangement.

Administrative Equipment at Locations

Each Enterprise office is equipped with all necessary equipment to manage and operate the YCAT's vanpool program. This includes furniture, office supplies, computers, high-speed internet, access to rental systems, among others. Because our brands have existing infrastructure in YCIPTA's top markets, your travelers can be assured that all our locations can handle any need that may arise in the course of the program. Our centralized corporate support also means that any new equipment or information to operate the YCAT vanpool program will be disseminated to each location.

Business Development Plans and Experience

Account Quality Management and Ride-Matching Services

Commute with Enterprise is committed to providing quality service to our customers and obtaining feedback on our programs. To that end, Enterprise uses the Commute Service Quality index (CSQi) to measure performance and customer service satisfaction.

Our customers are asked to rate their experiences on a five-point scale from Completely Satisfied to Completely Dissatisfied. Independent research specifically shows that customers who say they are completely satisfied are three times more likely to use our brands again.

For this reason, our Enterprise employees and teams are determined to maintain high SQi scores by providing top-notch, personalized customer service. All promotions, pay raises, and individual and team recognition are determined by success in completely satisfying our customers.

Please refer later to the [Fare Payment and Systems](#) section for information about ride-matching and more.

Account Marketing / Promotion, Public Relations / Publicity Management and Customer Service

Commute with Enterprise will provide marketing and outreach activities for the program. This marketing plan as well as the other services described in this proposal are scalable and flexible to the needs of the YCAT vanpool program, Commute with Enterprise, local employers and the vanpool groups.

The sales and marketing activities, include:

Assessing the Needs of the Community: Enterprise will review the entire market to determine the needs of the community. This includes but is not limited to analyzing commute corridors, analyzing employees' commutes, and assessing how likely an individual community or employer is to adopt a vanpool or ridesharing program. We are here to be your partner and grow your program, and the first step is to assess the community and target where we will be most successful.

Furthermore, our vanpool management expertise grants us the ability to review routes and rosters to suggest alternative vanpool riders in an effort to fill seats. This could also lead to a better environmental impact and a greater experience for the riders.

With our ride-matching platform, we are able to view vehicles with low ridership and match them with potential employers or contractors looking for a vanpool on the same route path. Enterprise's multiple methods of ride matching — from our website and in-person consultation — will place commuters in the best available vanpool.

Maintaining Ridership: By monitoring ridership in each vanpool, we can proactively engage in advertisement or consultation with riders or potential riders in your area. We are in constant and consistent contact with our vanpool groups, and if a vanpool might be at risk of losing riders, we will work closely with them to retain existing riders or quickly find new riders. We request 30 days' notice for drivers or passengers leaving a vanpool, partly so that we can be sure that vanpools do not fall below the threshold required to receive a subsidy.

The local Enterprise team will promote the YCAT vanpool program through area employers alongside YCIPTA and we will also analyze formation meeting information and online ride-matching data to fill spots in vans after a rider leaves the program.

Enterprise Response to RFP: YCAT Vanpool Program

Incentives for New and Existing Groups: From time to time, we offer a variety of incentives to new and existing vanpool groups. These range from start-up incentives such as first-month discounts, free upgrades, or assistance for existing vanpools with temporarily low ridership. At times, we will also offer incentives for existing vanpool groups for referring new riders or vanpools to the program.

While we reserve the right to offer these programs at our discretion, we are open to working with YCIPTA to incorporate some of these incentives into a comprehensive growth and sustainability strategy for the vanpool program.

Creating and Distributing Sales Collateral: Our in-house marketing team and creative agency can develop high-quality sales collateral based on the needs of organizations and commuters. These materials include mass media, marketing flyers, web marketing (including social media), vehicle branding (decals), and more.

Advertising in Multiple Local Rental Branches: With our rental volume, thousands of customers per month will have the opportunity to see advertisements for vanpooling and the YCAT vanpool program. This represents a great deal of exposure for a vanpool program.

Using Our Website as a Marketing Platform: Our state-of-the-art website is clean, attractive, and easy to interact with — providing information about and a positive impression of the YCAT vanpool program and vanpooling in general. We can develop a landing page with program information and links to YCAT and/or YCIPTA's website as well.

Leveraging Our Current Workforce: Enterprise has many employees in YCAT's region, most of who were born and raised in the area. Because these employees are familiar with and dedicated to the local area, it will be easy for them to develop a relationship with your vanpoolers.

Forming Vanpools

We have several methods to help form vanpools, including in-house vanpool formation meetings and matching via our Commute with Enterprise website. Additionally, our local team can conduct promotional events, fairs, Q&As, lunch and learns, or other activities that seem appropriate for the market.

Commute with Enterprise's website uses a sophisticated geographical database to help riders find vanpools with a few clicks. Our sales team can leverage this to help turn potential riders into long-term vanpoolers by showing them how quick and easy it is to locate a vehicle and join the program.

Vanpool Maintenance

Regular maintenance of our vehicles plays an important role in the safety and comfort of YCAT's vanpoolers. Our maintenance program provides your commuters with a convenient system for consistent vehicle upkeep.

Rideshare Operating Systems (ROS) Maintenance Procedures

Commute keeps an extensive database of maintenance files and records. When vehicles reach a certain age or mileage, our system automatically flags them for maintenance.

Vanpools are provided with Commute maintenance cards. The Vanpool Coordinator / Driver simply presents the card when taking the vehicle to an authorized shop. The maintenance facility is required to call Enterprise to provide maintenance details and current mileage. All repairs and maintenance to the vehicles are approved by Automotive Service Excellence (ASE)-certified technicians at Enterprise's National Service Department. These technicians have access to full vehicle maintenance histories and manufacturer recommended services. This ensures that the right maintenance is performed at the right time, keeping your vanpools on the road longer.

Past-due service reminders are sent to Vanpool Coordinators / Drivers from data collected by our National Service Department. Additionally, direct telephone contact is made to verify that a Commute vehicle has been taken for preventive maintenance.

Commute's maintenance system is seamless and requires no involvement from YCIPTA. Because everything is billed directly to Enterprise, there is no need for additional reimbursement steps.

Enterprise Response to RFP: YCAT Vanpool Program

When it is approaching time for a vehicle's scheduled maintenance, we will send an email to the Vanpool Coordinator / Driver, notifying them of the upcoming event. The Vanpool Coordinator / Driver will then need to contact one of our authorized service providers to set up a time to have the maintenance completed. On the day of the scheduled maintenance, the coordinator should drop the vehicle off at the service center and pick it back up after the services are completed.

Each vanpool is given two Commute with Enterprise maintenance cards, one large and one small. These cards can be found in the glove compartment of the vehicle and can be used to approve and pay for maintenance through the Commute program at any of the authorized service centers listed on the larger card. When the coordinator drops the vehicle off for maintenance, the smaller card should be attached to the car keys.

The maintenance cards can only be used to pay for scheduled and emergency maintenance services. They may not be used for fuel, cleaning, or any other non-maintenance related purchases.

Our maintenance procedures are designed to ensure the vehicles are always operating in accordance with all laws, standards, and regulations.

The maintenance provided covers all aspects of vanpool vehicle upkeep:

Preventive Maintenance: Our Rideshare Operating Systems monitor vehicle mileage and alert the Vanpool Coordinator / Driver by email of any required routine maintenance two weeks before the due date. Automatic reminders are sent one week prior and on the due date if maintenance has not been completed.

Warranty or Recall Maintenance: Our operating systems are linked to manufacturer data feeds to ensure we are alerted to any manufacturer mandated recalls or maintenance.

Unscheduled Repairs: Unscheduled repairs can be performed at any authorized, local maintenance facility.

Our maintenance practices create a seamless system that reduces vanpooler responsibility, while increasing efficiency and our ability to meet maintenance deadlines. The result is better-maintained vehicles, as well as increased convenience and comfort for your vanpoolers.

We can dispatch emergency transportation 24 hours a day, seven days a week. We do not tow replacement vehicles; substitute vehicles are driven to the site of the disabled vanpool.

Minor repairs that can be performed through a mobile vendor service, such as windshield repair or replacement, can be completed where a van is parked.

Additional Vanpool Services and Resources Experience

Vehicles Offered

Our large, shared fleet means that we can have new, loaner or replacement vehicles to our customers quicker than ever, getting them on the road sooner.

Vanpool groups can choose the vehicle that makes them happy while remaining in compliance with the YCAT's vanpool program. Our vehicle selection creates a positive impression of vanpooling, which will encourage more ridership and ultimately lead to reduced single-occupancy vehicle miles traveled in the region. Due to the lack of available electric options in the seven to fifteen vehicle capacity range, Commute with Enterprise cannot provide electric or CNG fueled vehicles; however, we can provide hybrid electric vehicles. As fully electric vehicles become available, we will evaluate them and begin to provide them in our fleet as appropriate and effective for our vanpool groups.

Enterprise has more vehicles of various makes and models than any other provider, so riders can arrive to work in nearly any vehicle they desire. We feature lower-mileage vehicles, and our vanpoolers appreciate the ease and cleanliness for their daily commute. Please note that the visual examples on the following page are included, but not limited to, the vehicles offered to YCIPTA. If a vehicle is deemed as non-compliant based on the YCAT vanpool program, they will not be offered to participants.

Co-Branding

Commute will support the advertisement and promotion of the YCAT vanpool program by displaying the appropriate fleet markings on the side and rear of each vehicle.

Because we would like to ensure that our co-branding effort benefits both Commute and YCIPTA, we request the artwork and the proposed dimensions be submitted and approved before application.

Services, Repairs, and Maintenance

Please refer to the previous pages under section [Vehicle Maintenance](#) for Commute with Enterprise's comprehensive approach to vehicle services, repairs, and maintenance.

Emergency Roadside Assistance

Commute also offers the Roadside Assistance program. In the event of a vehicle breakdown, time is of the essence. We have discovered that the two biggest factors in roadside assistance response time are:

- The distance between the replacement transportation and the vanpool vehicle
- How the replacement vehicle is transported (driven or towed)

In the event of a breakdown or accident, Commute with Enterprise provides quick delivery and service through our roadside assistance partner, Urgent.ly. Urgent.ly is a leader in digital roadside assistance and their customer service-based solution delivers the quickest and most innovative roadside assistance available. Urgent.ly combines service, technology, real-time data, A.I. and machine-to-machine communication to assist its users to connect to the nearest available help.

Urgent.ly also provides live tracking on your smartphone and is the most reliable help when you need help getting back on the road. Roadside Assistance is available 24 hours a day, seven days a week. Vanpool groups are responsible for the cost of any negligence-related acts, such as running out of gas or locking keys inside the vehicles.

Loaner Vehicles

In the event of an accident, Commute provides quick delivery and service directly from our local team. We can dispatch emergency transportation 24 hours a day, seven days a week. We do not tow replacement vehicles; substitute vehicles are driven to the site of the disabled vanpool.

Accident Reporting

Accidents are handled in the same efficient and professional way as our general Roadside Assistance. This guarantees that all accidents and claims-related issues are managed in a timely manner.

If a vanpool is involved in an accident, the police and Emergency Road Service should be notified immediately. The Vanpool Driver or Coordinator should collect information from all parties involved in the accident and provide this to Emergency Road Service.

Enterprise claims management handles all:

- Towing arrangements
- Physical damage repairs
- Third-party claims
- Other details related to the accident

We will work directly with the Vanpool Driver to coordinate temporary transportation until the original vehicle is repaired. If the vehicle is totaled, a new vehicle will be issued to the vanpool group. There should be no gap in service due to vehicle breakdowns or replacements due to accidents.

Maintenance and Accident Report Logs

A variety of maintenance and accident reports will be available to ensure our vehicles remain in top working condition. Our system has a sophisticated query tool that provides a list of options for running customized reports. Our data collection system focuses on creating something that best serves the requirements of each individual customer. Our Commute team will work with YCIPTA to develop specifically tailored reports that fit your program.

Fare Payment and Systems

[CommuteWithEnterprise.com](https://www.commutewithenterprise.com) is an excellent resource for both users and potential participants. Potential users can search for vanpools by van number, form a vanpool with geocoded routes, or apply to be a Vanpool Driver or Coordinator through this site. Current participants can log in and obtain information related to their vanpool or their individual account, make payments, and more. If they would like to speak to an Enterprise employee, they can call 1-800-VAN-4-WORK to get their questions answered. We will work with YCIPTA to determine the proper online marketing structure for the YCAT vanpool program.

Program Operations

The vanpools established through the YCAT vanpool program will be open to the public if desired and can be advertised as such on the Commute with Enterprise website. The website shows all available routes and instructs interested participants to contact the coordinator for the process in which to become an active rider. As interest in the vanpool program grows, we will establish new routes, form a wait list, and then connect with those interested in taking part in the program. The Vanpool Coordinator / Driver will bridge the gap between interested riders and Commute, enabling a seamless expansion of vans when the time comes.

Commute with Enterprise will comply with all state and federal laws and regulations including but not limited to the Americans with Disabilities Act (ADA).

Vanpools and the Americans with Disabilities Act

Enterprise will develop a plan on a case-by-case basis for all ADA requests.

We assess the exact needs of the vanpool group and provide reasonable accommodations based on those needs. There is no additional cost to the monthly vanpool rental rate to perform modifications to meet the ADA requirements listed below:

- Removing the seat nearest the side door of the vehicle.
- Providing telescoping ramps so that a wheelchair can be rolled into the vehicle.
- Installing tie-downs on the vehicle floor so the wheelchair can be secured safely and used by the passenger as a seating position.
- Adding hand-controlled accelerator, brakes, steering knobs, or pedal extensions.
- Adding grab bars for entering and exiting the vehicle.

More extensive modifications, such as wheelchair lifts, can be made to a vehicle upon request. However, the additional costs would be passed on to YCIPTA. If a more extensive modification is required, Enterprise will provide the options to YCIPTA and the YCAT vanpool group. Cost allocations between Enterprise and YCIPTA will be agreed upon by both parties before the vehicle is placed into service.

This process will allow provision of ADA vehicles at an efficient price point and rental terms congruent with typical vanpool provision options. This will also increase options for vanpool groups and allow compliance with the typical vehicle delivery timeline of 30 days from the execution of paperwork.

Driver Approval

We understand the value of drivers who are safe, reliable, and pleasant — this makes for a happier and more relaxed trip for the entire vanpool. That is why Commute takes our driver selection process very seriously.

All drivers will be required to complete and submit an application and be approved in writing prior to operating the vehicle. Once the signed agreement is received, our systems automatically run a full MVR and checks it against the underwriting criteria listed below. Only drivers that have been approved in writing are authorized to drive the vanpool vehicles.

If there are no other requirements for the state or program, the driver applicant can receive an email response in as little as two minutes. If other requirements exist outside of Commute's responsibility, such as medical exams or driver training, the driver applicant will receive an email indicating what the next steps are to become approved.

To meet our underwriting requirements, Vanpool Drivers must:

- Possess a valid U.S. driver's license for at least five years.
- Be 25 years of age or older.
- Have no more than two moving violations and/or at-fault accidents in the previous three years and no more than four moving violations and/or at-fault accidents in the previous five years.
- Have no major automobile-related convictions in the past five years (e.g., driving under the influence of alcohol or drugs, failure to stop and report an accident, driving while license is suspended or revoked, reckless driving, etc.).
- Meet and comply with any laws and criteria required by the state where the vanpool is operated (e.g., medical requirements, drug screen, etc.).

Drivers must report any changes in their motor vehicle registration or licensing status that may affect their eligibility as approved Vanpool Drivers. Our systems automatically re-run driving records annually and upon license expiration to verify that drivers continue to meet the aforementioned standards. To share the responsibility of driving and to ensure that a vanpool is never left without an authorized driver, we encourage at least a few riders in each vanpool to become drivers. There is no additional cost to add drivers to a vanpool.

Our vehicles are supplied with our standard primary liability insurance. Drivers are not required to obtain personal insurance to cover the vanpool.

Commute provides the ability for applicants to apply online, so that they can save time and eliminate paperwork. All drivers will be required to complete and submit an application through our website.

Driver Training

We conduct general safety and overview training at the time of vehicle delivery and supply ongoing training through our online tutorial videos. Tutorial videos for drivers can be found at [CommuteWithEnterprise.com](https://www.commutewithenterprise.com).

Delivery and Retrieval

Upon delivery, our employees will perform a walk-around with the drivers to explain basic operating and safety procedures for the vehicle. We will also provide gas and maintenance cards to the Vanpool Driver and/or Vanpool Coordinator-(s), as well as provide any necessary reference paperwork and a Commute Welcome Kit. We will ensure the coordinator understands all the safety and operating features of the vehicle and answer any questions they have.

As part of our regular monthly reporting, Enterprise will notify YCIPTA of YCAT vanpool vehicles that have terminated. Our employees will retrieve the vehicle and YCIPTA will receive a notification that includes the YCAT vehicle number and retirement date.

Provision of Insurance

Enterprise builds the cost of insurance into the rate structure, creating a simplified program for YCIPTA and YCAT's vanpoolers.

Enterprise will maintain the following insurance limits for the YCAT vanpool vehicles.

Type of Coverage*	Limits of Coverage
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owner), Bodily Injury, and Property Damage	\$1,000,000 each occurrence
Commercial General Liability, including broad form contractual Liability products / completed Operations, Bodily injury and Property Damage	\$2,000,000 aggregate \$1,000,000 each occurrence

**Please note that these coverages do not apply to the Vanpool Drivers.*

Commuter with Enterprise shall maintain the following insurance for the Vanpool Drivers. Drivers are not required to obtain personal insurance to cover the vanpool.

Type of Coverage	Limits of Coverage
Commercial Automobile Liability Insurance	\$1,000,000 Combined single limit Required State Minimum Uninsured Motorist Coverage Required State Minimum Underinsured Motorist

Commuter with Enterprise will not provide Excess Liability Coverage under this contract as all of the stated limits above will be met under each policy.

Before the vanpool can be insured, all drivers are required to complete our Driver Application and Agreement. Once the drivers are approved, these limits are provided to the vanpool groups.

Primary Use of Vehicles

If a vanpool vehicle is used or operated for any purpose other than:

- Commute to or from the Vanpool Driver's regular workplace location, which shall include picking up and dropping off of other passengers;
- In the case of a Human Services Agency, transporting clients
- 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

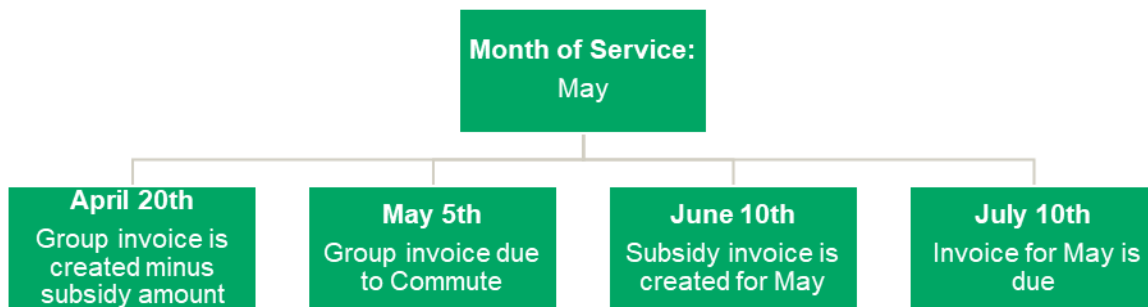
Contractor will, at its own expense, obtain and maintain insurance coverage for third party bodily injury and property damage in the amount of \$250,000 combined single limit per claim and required state minimum uninsured motorist coverage and required stated minimum underinsured motorist coverage.

Invoicing and Remittance

Enterprise has years of billing and payment processing experience at the corporate level in vanpool situations. The invoicing will begin at our corporate billing department in St. Louis, Missouri and will be reviewed by Becky Stull and her team at the local level before it is sent to both YCAT vanpool groups (if applicable) and YCIPTA.

Monthly invoicing to YCIPTA includes all costs related to the administration of the program, management fees, vanpool subsidies, emergency ride home expenses and other costs as approved by YCIPTA. Invoices are provided to YCIPTA in arrears so that YCIPTA can be assured it is only being billed for services performed for vans on the road. Invoices will be sent around the 10th of the month following service and due on net 30 payment terms upon receipt of the invoice.

Billing Timeline Sample



Billing Vanpool Groups

Vanpool group invoices will be produced and distributed on or near the 20th of the prior month of service. Payment of the invoice is then due the 5th of the month of service.

National Transit Database Reporting

Upon reasonable request, the Commute team will provide data, records, or other information relevant to the program for the purpose of auditing compliance with program requirements or Federal Transit Administration (FTA) and NTD reporting requirements.

We currently employ a full-time NTD analysis team that receives data from all of our vanpool groups, performs audits and then reports this information to NTD on a monthly and annual basis. The accuracy of this reporting is paramount to the continuation of many of our publicly funded programs as well as future funding for our public contract sponsors.

Commute with Enterprise has extensive data collection, auditing, and reporting functions at all levels of our company. We will work with YCIPTA to determine the exact reporting deliverables required by all parties and a reporting timeline of those deliverables.

YCIPTA Branded Materials

Commute will support the advertisement and promotion of the YCAT vanpool program by displaying the appropriate branding on related paperwork.

Because we would like to ensure that our co-branding effort benefits both Commute and YCIPTA, we request mutually approved templates for these materials.

Sample Driver / Coordinator Agreement

Please refer later in this document to [Section Sample Vanpool Driver / Coordinator Agreement](#).

Organizational Structure

Please refer to the following [Section 3. Project Personnel](#) for current local and corporate organization charts. Updated charts can be provided by your Account Manager by request.

Warranty

All of our vehicles come with factory warranties.

System Safety Program

Commute with Enterprise operates a program like this for YCIPTA currently.

Parking

The vans will be parked at authorized park-n-ride locations or the Vanpool Driver/Coordinator's homes during non-commute hours. The vans will be at the worksite during the commute schedule for each group.

Bicycle Racks

Enterprise does not supply or install vehicle additions such as bicycle racks.

Termination

We request 30 days' notice for drivers or passengers leaving a program, particularly so that we can be sure that vanpools do not fall below the threshold required to receive a subsidy.

Excess Mileage Charges

In addition to use of the vehicle for commuting purposes, Enterprise offers drivers 200 personal-use miles per month as part of our standard offering. This may be limited for lower-mileage vanpools (less than 800 commute miles per month) to ensure they remain compliant with federal guidelines. If the vanpool is being used for personal use, the insurance coverage changes per the insurance information described earlier in the proposal and the vehicle cannot be used to transport groups of children or for profit.

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Collecting Complaints

We always have our Commute logo and toll-free number, 800-VAN-4-WORK, fully visible on our vehicles. The 800 number is an easy way for anyone to directly contact the local Enterprise team.

Our local representative, Becky Stull, will log all calls and complaints concerning YCAT vanpools, take appropriate action, and provide a summary report each month to YCIPTA.

Additional Follow-Up

The local team will also touch base with the vanpool coordinators at the 30-, 60- and 90-day marks post-delivery to ensure that there was a smooth transition, billing is accurate, and that we have satisfied all of the vanpool's needs. After this initial term, the Enterprise team will contact the coordinators quarterly to gauge feedback while sharing an update on any wait-listed riders and potential seat openings. We believe this communication and feedback is key to maintaining ridership.

Accounting and Auditing

Enterprise Holdings does recognize the overall importance of internal controls in any organization and as a result has a fully-developed internal control system that is monitored and reviewed by our Internal Audit department and various levels of management in the field operations on a regular and on-going basis.

Authorization, Coordination, Work Plans, and Task Requests

Please refer to the following pages for a [Sample Project Schedule Timeline](#).

Quarterly Reviews and Interface with YCIPTA

It is our policy to meet with corporate accounts no less than once per quarter to conduct productivity meetings and uncover cost-saving opportunities. Our team of seasoned travel management experts will be committed to managing the YCAT vanpool program. They will oversee the implementation and management processes, with additional support coordinated from administrative staff. Our process ensures the most efficient implementation and maintenance of your program.

Staff Training and Familiarization

A strong working relationship with YCIPTA and joint communication to the YCAT vanpool groups will be the key to your program's success. Please refer to the following pages for a [Sample Project Schedule Timeline](#).

Enterprise Response to RFP: YCAT Vanpool Program

		RESPONSIBLE PARTY					
ITEM REF	TASK DESCRIPTION	CONTRACT SPONSOR	CWE	CWE STAFF	CONTRACT SPONSOR STAFF	TARGET DATE OF COMPLETION	STATUS
1. CONTRACT EXECUTION							
1.1	Notice of Award						
1.2	Notice to Proceed						
1.3	Contract negotiation						
1.4	Contract execution						
1.5	Contract reporting deliverable set-up and finalization (invoicing, internal NTD account, upload Contract to database)						
1.6	Contract Sponsor Invoicing set-up finalized						
1.7	Provide Certificate of Insurance (COI)						
1.8	Review Contract and discuss outstanding items not listed below in initial meeting.						
2. MEETING SCHEDULE (In Person/Phone)							
2.1	Post Award - Implementation plan review/discussion						
2.2	Establish frequency and meeting types to provide briefings on activities associated with launch						
2.3	Develop/finalize agenda & format for program launch						
2.4	Agree on existing vanpool group communication plan and timing, attach to this document						
2.5	Set cadence for ongoing update meetings - set quarterly and annual meeting dates for the first year						
3. INFORMATION SHARING AND MARKETING ITEMS- to determine eligibility of existing vans for the program							
3.1	Existing Vanpool Route Data – Exchange information to determine eligibility of exiting vanpools in the area						

Enterprise Response to RFP: YCAT Vanpool Program

3.2	CWE Internal: Existing Vanpool Rosters -Ensuring existing vans are healthy and eligible for program i.e minimum ridership, etc						
3.3	Discuss existing employer relationships and determine outreach plan based on that information						
3.4	Identify employers where it makes sense to host on-site informational meetings about the program launch						
3.5	Overview of the current process of collecting NTD statistics from vanpool groups and demo to Contract Sponsor as well as existing groups entering the Contract Sponsor program.						
4. CWE I.T.							
4.1	Preliminary review of IT needs prior to program launch						
4.2	Determine if a landing webpage is needed - show the existing options, work with CWE MarCom to complete if necessary, obtain logo or content desired from Contract Sponsor.						
4.3	CWE Internal setup of NTD Reporting						
5. CONTRACT SPONSOR I.T.							
5.1	Link Contract Sponsor website to CWE. CWE to provide linking URL						
5.2	Other						
6. LAUNCH RESOURCE MATERIALS							
6.1	Update Vanpool "Handbook" if necessary - changes in maintenace procedures, etc						
6.2	Prepare presentation (PPT) overview of the program launch - timeline, what to expect, process for starting vanpool groups with CWE and completing driver approval process if/when applicable.						

Enterprise Response to RFP: YCAT Vanpool Program

6.3	Identify Contract Sponsor communication plans for program launch						
6.4	Develop FAQ, update as new questions are identified.						
7. INFORMATION SESSIONS							
7.1	Program Launch information sessions (as applicable)						
8. VANPOOL GROUP COMMUNICATION & ACTION ITEMS							
8.1	CWE communication of program launch to existing program participants. Release schedule for informational meetings.						
9. VEHICLE BRANDING							
9.1	Obtain logo/artwork from Contract Sponsor and confirm decal size, placement, design for all van types						
9.2	(If applicable) Secure Contract Sponsor acceptance of decals.						
9.3	Determine if existing CWE groups will need Contract Sponsor decals installed or if they can wait until their next scheduled vehicle replacement. May have more followup items/questions based on the response to this.						
9.4	Order all decals for transitioning groups plus extra (if needed). (If Applicable) Secure quote, W9, purchase order.						
9.5	(If applicable) Create plan for graphic installation upon vehicle arrival.						

Reports and Deliverables

Enterprise will maintain a current database on all vans, drivers, and passengers as described by YCIPTA. Our team at Enterprise monitors:

- FTA requirements
- Fixing America's Surface Transportation (FAST) Act legislation
- All other transit program requirements and legislation as applicable

Our team will work from corporate down to the local level, ensuring that our customers are receiving the maximum possible funding and meeting all reporting requirements. Our goal is to keep saving you money and to simplify the vanpool experience for YCIPTA and YCAT commuters.

Collecting and Reporting Auditable Data

Our systems estimate the current mileage of each vanpool daily. All Vanpool Drivers have access to this information on our website and can update the actual odometer reading of their vehicle at any time. We can require mileage to be entered at the gas pump for an additional point of validation.

Enterprise has developed a mobile app for our Commute customers that allows vanpools to input rider log data directly from their smartphones; saving time and effort. By using the app or our website, vanpoolers will be able to eliminate the need for paper log sheets and time-consuming data submission.

Finally, our website gives current and potential vanpoolers the ability to contact us regarding any sort of administrative matters. They may also call our dedicated line at 1-800-VAN-4-WORK for questions, issues or reporting functions.

Files

Commute with Enterprise is run on a proprietary operating system that was purpose-built for the unique aspects of managing vanpools. All details of our vehicles are included in the electronic file and can comply with all reporting requests for this program.

Maintenance Reports

A variety of maintenance reports will be available to ensure our vehicles remain in top working condition. The system has a sophisticated query tool that provides a list of options for running customized reports. Our data collection system focuses on creating something that best serves the requirements of each individual customer. Our Commute team will work with YCIPTA to develop specifically tailored reports that fit your program.

Annual Reports

Commute with Enterprise agrees to provide YCIPTA with an annual report. Commute with Enterprise will work in coordination with YCIPTA to ensure the reports are compliant with YCIPTA, FTA, and NTD reporting requirements.

Financial

As a privately held company, it is not our practice to publicly distribute consolidated financial information. Enterprise Holdings, the operating company of Commute with Enterprise, is unparalleled in size, strength, and stability. Our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.

Our stability allows us to be an essential partner during the COVID-19 outbreak. We have modified some aspects of our business in order to better serve our customers during this time. Please visit enterprise.com/oncallforall for more details.

3. Project Personnel

Local YCAT Management and Leadership

David Burr, Sales Director, Arizona

David Burr started his career with Enterprise in October 1996 in Hartford, Connecticut. After graduating with a Bachelor's in Communications from Seton Hall University. In 2001, David moved through the ranks and earned himself a promotion to Area Manager in San Antonio, Texas. After six years in Texas, David became a Group Rental Manager in Cleveland, Ohio. In that role David was responsible for the employees, as well as the growth and development of over 50 rental branches throughout the East Side of Cleveland. After five years in that role David accepted a position as the Director of Business Rental in Phoenix, Arizona. In his current role, he is responsible for the growth and development of 16 employees as well as the Rideshare and CarShare business lines. Both of these divisions have seen significant growth over the last several years and there are even greater expectations of their ongoing success in the future.

Becky Stull, Commute Branch Manager

Becky Stull has been working in the transportation community for ten years. Becky started as Project Manager in Phoenix over the Valley Metro vanpool program. Shortly afterward, Becky became the Regional Business Manager for the Southwest Region where she led 15 offices and more than 4,000 customers throughout New Mexico, Arizona, Nevada, California, Oregon, Alaska and Hawaii. She oversaw the management of several agency and transportation management association (TMA) programs as well as several private employer programs within the region. Becky is dedicated to operational excellence and customer experience. Her region has always ranked in the top five largest vanpool programs in the company.

Currently, Becky is the Commute Branch Manager for Enterprise. She oversees the Valley Metro, NAIPTA, PAG and the current YCAT vanpool programs in Arizona

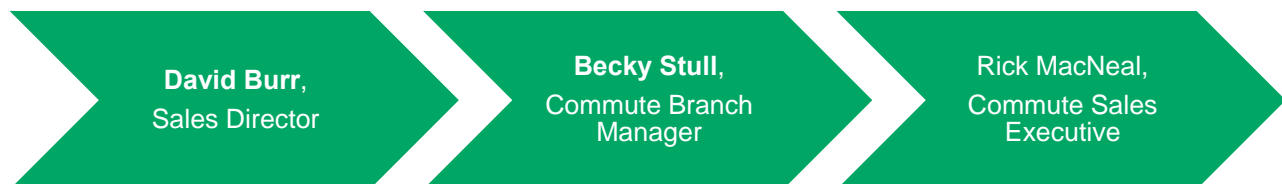
Becky has been a part of the Association for Commuter Transportation (ACT) for eight years and has assumed a leadership role within her local chapter as Vice President in 2016 and 2017 She is also involved in Women's Transportation Seminar (WTS) and has gone through their mentorship program to advance women in the transportation industry. Becky is often called upon to participate in internal committees through her employer that are designed to enhance the customer experience.

Rick MacNeal, Commute Sales Executive

Rick MacNeal joined Commute with Enterprise as an Account Manager overseeing the Arizona market. Rick has been an Account Manager and Business Development Executive for five years, expanding vanpool programs throughout the Southwest. In that time, he has become a Commute and vanpool expert, working with some of the nation's preeminent employers like Tesla, Amazon, and Panasonic - as well as regional transit agencies in Arizona, New Mexico, and Nevada. Using multiple strategic and tactical approaches, he helps Transit Agency partners identify the most successful target employers, and then guides employers through a proven best practice process to maximize employee participation to create successful vanpool programs.

Rick works with and supports the Assistant and Branch Managers in Arizona as they develop new markets and serve existing clients. Rick is actively involved with vanpool programs at Valley Metro, PAG, NAIPTA, and YCAT program.

Local Management Structure



Corporate YCAT Management and Leadership

Melissa Banigan, Director of Sales

As Corporate Rental Manager, Melissa supports the Commute with Enterprise division in developing strategy, sales, and additional enhancements for our programs.

She works with teams across North America to share ideas and best practices on implementing successful programs and processes to grow Commute with Enterprise.

Melissa began her Enterprise career as a Management Trainee in 1994 in Portland, Oregon and then promoted into branch management and business rental sales before becoming the Director of Business Rental Sales in 2000. Three years later in 2003, she ran the Business Rental Program in the Dallas, Texas area and again from 2007 to 2013 as the Sales Director in Wisconsin.

In June of 2013, Melissa moved to the company's corporate headquarters in St. Louis as Corporate Rental Manager for the Enterprise CarShare Division, overseeing the North American operations.

In July 2016, Melissa was promoted to Corporate Rental Manager of Commute with Enterprise and then Director of Sales soon after, and now oversees all sales activities for the division.

Cheryl O'Connor, Commute Sales Manager – Public Sector

Cheryl O'Connor has been in the Transportation Demand Management (TDM) industry for twelve years and specifically in the vanpool segment for more than seven years. She brings Commute with Enterprise a wealth of knowledge about not only ride sharing, but also creating a complete transportation toolbox through a mix of transportation modes.

As part of the Public Sector team, Cheryl is actively researching and staying up to date on the latest FTA circulars and regulations as they relate to our contracts, as well as the vanpool and TDM industry as a whole.

All of Cheryl's time is dedicated to contracting for vanpools. She served on the National Board of Directors for the Association for Commuter Transportation (ACT) for six years and is a fellow of ACT Leadership Academy, class of 2009. A 40 Under 40 Award recipient, she is involved at the local chapter level of ACT as well as other national and local transportation advocacy associations.

Cheryl holds a bachelor's degree in Business Administration from Stetson University and a Master of Business Administration from St. Edward's University.

Dion Beuckman, Corporate Rental Manager

Dion began his career in Southern California in 2004. Over the years he has held various management positions across operations, business development, business management, and technology, including overseeing Commute's centralized NTD reporting function. He moved to St Louis in 2011 to lead the team developing the next generation of systems for Commute with Enterprise. Before moving to St. Louis, he had business management responsibility for our largest Commute market in Southern California.

In 2014, Dion transitioned from leading the technology team to overseeing U.S. operations and sales for Commute. With the acquisition of vRide in 2016, Dion spent 18 months focused on the merger of the two operations.

Since late 2017, Dion has been in his current role overseeing Commute with Enterprise operations on the West Coast and in the Southeast. He works closely with the operating groups and the Corporate team to provide direct support and guidance to local teams.

In addition to his primary role supporting our operations, Dion remains engaged in the industry and sits on the Association for Commuter Transportation's Public Policy Committee.

Mike Mangan, Vice President

Mike began his career with Enterprise in 1996 as an Accounting Supervisor in South Florida. In 1997, he was promoted to Regional Business Manager and in 2000 he became the Business Manager/Controller of Southwest Florida.

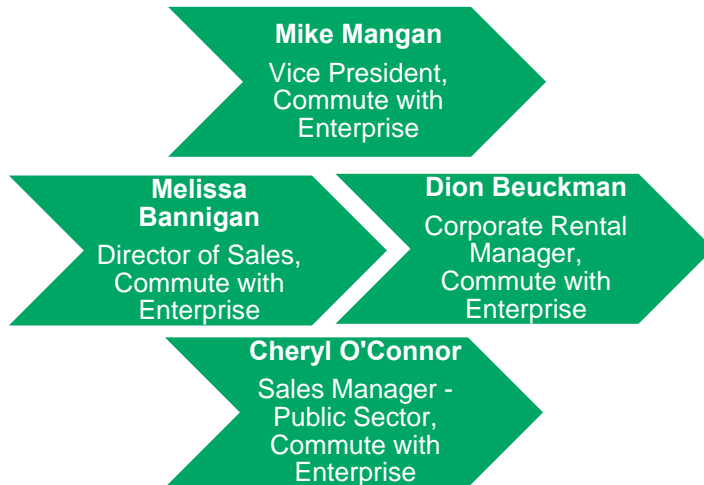
During his tenure in this position, Mike's hard work and dedication were recognized with two Chairman Awards as well as a Business Management Exceptional Achievement Award.

Enterprise Response to RFP: YCAT Vanpool Program

Due to Mike's achievements in Florida, he was promoted to Corporate Business Manager for the North Central team in 2004. From 2004 to 2017, Mike served as Vice President and Business Manager for the West Coast team, where he has played an integral role with Commute for the past eight years. In December 2017, Mike was again promoted to Vice President of Commute.

Currently, Mike provides corporate oversight for Commute operations throughout the United States. Mike will oversee the corporate support team, ensuring that service meets and exceeds the expectations of the program and this contract.

Corporate Management Structure



Subcontractors

Commute with Enterprise does not utilize subcontractors for vehicles.

Estimated Hours of Work Table

Your account management team will dedicate the time necessary to maintain a healthy program for YCIPTA and YCAT.

4. Project Costs

Advance Subsidy

Commute with Enterprise agrees to advance the stated subsidy to the vanpool groups to directly buy down the cost of vanpool service for the vanpool groups.

Pricing

The monthly cost is based on the vehicle option chosen by a YCAT group, ridership, commute length, any added features chosen by the group, and fuel usage. Once these factors have been identified and the monthly vehicle cost has been established, Commute will work with YCIPTA to determine the proper subsidy funds available to help reduce the direct expense of the ridership. Once subsidies have been determined the total amount of the subsidy is applied to the monthly vanpool group invoice to reduce the cost.

Rates are exclusive of taxes, fees, surcharges and other optional products that may be included in the delivery of the YCAT Vanpool Program.

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

5. Experience and References

1. Client:	Orange County Transportation Authority (OCTA)
Duration:	Ongoing since April 2007
Services Offered:	OCTA has funding for an ongoing vanpool subsidy program for vanpools that have a worksite destination in Orange County. OCTA will also support vanpools traveling from Orange County into a neighboring county where no vanpool program exists. The program is also open to commuters traveling from or through Orange County to the San Onofre Nuclear Generating Station. Qualified vanpools will receive up to \$400 per month.
Name, Phone, Email of Contact:	Kris Hewkin, 714-560-5331, khewkin@octa.net
2. Client:	Denver Regional COG (DRCOG)
Duration:	Ongoing with new term; Initial term of January 1, 2014 to December 31, 2018
Services Offered:	Enterprise provides a turn-key program for DRCOG that provides vehicles, manages the program and operates the fleet.
Name, Phone, Email of Contact:	Jim Eshelman, 303-480-5645, jeshelman@drcog.org
3. Client:	Regional Transportation Commission (RTC)
Duration:	Ongoing with new term: Initial term of June 1, 2015 to May 31, 2020
Services Offered:	Enterprise supplies a turn-key program to RTC as well as a partnership in marketing and promotion of the program.
Name, Phone, Email of Contact:	Scott Miklos, 775-348-7005, smiklos@rtcwashoe.com

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INSURANCE REQUIREMENTS CERTIFICATION

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in conjunction with, the performance of the work hereunder by the Contractor, its agents, representatives or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of Arizona (A.R.S. § 23-901, et. seq.) and Employer's Liability Insurance.
- Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

General Liability \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance 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.

Automobile Liability \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability \$1,000,000 per accident for bodily injury or disease.

~~Errors and Omissions Liability \$1,000,000 per occurrence.~~ *K.C.*

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by YCIPTA, and either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it pertains to YCIPTA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to YCIPTA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. YCIPTA, its officers, officials, employees and volunteers are to be covered as insureds with respect to: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to YCIPTA, its officers, officials, employees and volunteers. Any

insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days' prior written notice has been given to YCIPTA by certified mail, return receipt requested.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Arizona law.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to YCIPTA.

Verification of Coverage

Contractor shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA, however, other forms may be acceptable so long as those endorsements conform to YCIPTA requirements. All certificates and endorsements are to be received and approved by YCIPTA 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, be submitted at any time.

Indemnification

Contractor shall indemnify 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.

I hereby certify that I have received, reviewed, and agree to abide by the insurance requirements herein.

Date: 5/14/20

Contractor: Enterprise

By: 
Signature

7. Sample Agreement Exceptions / Letter of Transmittal

1. **THROUGHOUT** – Please replace all reference to “lease” with “rental” or “lease/rental”.
2. **THROUGHOUT** – Please remove references to YCIPTA-owned vehicles.
3. **SCOPE OF WORK, Warranty** – Please remove this language as it is not applicable to the program structure with Enterprise-owned vehicles.
4. **SCOPE OF WORK, Driver Selection and Group Formation** – Please replace this section’s driver requirements with the information listed on page 13.
5. **SCOPE OF WORK, Credit Checks** – We do not conduct credit checks to keep the program as open and accessible as possible.
6. **SCOPE OF WORK, Parking** – We do not supply secure parking for the vehicles. It is the responsibility of YCIPTA to make sure vehicles are parked securely.
7. **SCOPE OF WORK, Service Continuity** – We will coordinate with YCIPTA on any transition of services away from Commute, but we cannot train a successor on our operational practices or make our employees available for transfer to a successor. We will coordinate with YCIPTA on any such transition and will provide any necessary data as required in the agreement.
8. **SCOPE OF WORK, Vehicle Life-cycle** – Because Commute with Enterprise owns the vans there are no minimum or maximum miles determined for removal from the program.
9. **SCOPE OF WORK, Accounting and Auditing** – RFP states, “*Such records shall be available to YCIPTA for inspection and audit for up to five (5) years.*” This is different than the FTA requirement of 3 years post contract. We propose following the FTA standard to avoid confusion.
10. **SCOPE OF WORK, Project Management and Coordination** – RFP states, “*YCIPTA intends for the public to see vanpool representatives as YCIPTA representatives rather than as representatives of a separate, affiliated program.*” Commute with Enterprise does not have employees dedicated full-time to the YCIPTA vanpool program and will represent themselves as employees of Commute with Enterprise when they are in the marketplace or interacting with customers. Where applicable, they will educate qualifying vanpools about our partnership with YCIPTA and encourage them to participate.
11. **SCOPE OF WORK, Accounting and Auditing** – As a privately-held company, it is not our standard business practice to share our Balance Sheet and Statement of Earnings.
12. **SCOPE OF WORK, Accident/Incident Notification** – YCIPTA will be notified within two (2) business days of an accident.
13. **SCOPE OF WORK, Fleet Vehicles** – Commute with Enterprise does not allow the installation of bicycle racks on Enterprise-owned vehicles.

14. **PROJECT COSTS** – The completed Cost Proposal can be found in section 4. **Project Costs**. Please note that as a privately held company, it is not our standard business practice to share all of the information requested. All operating and administrative costs are included in the rates offered as a part of this proposal.

15. **GENERAL TERMS AND CONDITIONS, 2. Insurance** – Please make the following edits to conform with the policies we utilized for public transit vanpool partnerships:
 - *“The PROPOSER is required to furnish evidence of insurance coverage including ~~professional liability, and~~ workers’ compensation. The ~~form of the~~ insurance policy ~~is subject to approval by YCIPTA and~~ must be provided by insurers to transact insurance business in Arizona with a rating of “A ” or better in the Best’s Key Rating Guide, Property-Casualty, United States, 2000 Edition.*

 - *YCIPTA shall be furnished a copy of the ~~certificate policy~~ and an endorsement that ~~the~~ “YCIPTA, its officers, employees, and agents are ~~named as~~ additional insureds ~~where their interest may appear for liabilities arising in whole or in part by the conduct of the PROPOSER~~” prior to PROPOSER commencing duties under this Agreement. Said policy of liability insurance shall ~~include that state,~~ ~~“coverage thereunder as applied to YCIPTA, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by YCIPTA. The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall~~ ~~be endorsed to expressly~~ provide YCIPTA with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.”*

16. **FEDERAL REQUIREMENTS, y) Breaches and Dispute Resolution** – Please add the following language to the end of the second paragraph:
 - *“This section shall in no way hinder either Party's right to file a claim in a court of competent jurisdiction.”*

17. **INSURANCE REQUIREMENTS CERTIFICATION, 1st Paragraph** – Please add the following to the end of the 1st paragraph:

“The following does not apply to vanpool drivers:”

18. **INSURANCE REQUIREMENTS CERTIFICATION, Minimum Scope of Insurance** – Please make the following edit:

“Insurance Services Office Form Number CA 0001 covering Automobile Liability, ~~Code 1 (any auto).~~”

19. **INSURANCE REQUIREMENTS CERTIFICATION, Minimum Scope of Insurance** – Please delete the following language as it is not applicable to this type of contract:

“~~Errors and Omissions Liability insurance appropriate to the Contractor’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.~~”

20. **INSURANCE REQUIREMENTS CERTIFICATION, Minimum Limits of Insurance** – Please delete the following language as it is not applicable to this type of contract:

“~~Errors and Omissions Liability \$1,000,000 per occurrence.~~”

21. **INSURANCE REQUIREMENTS CERTIFICATION, Deductibles and Self-Insured Retentions** – Please delete this section as it is not applicable to this type of contract.

22. **INSURANCE REQUIREMENTS CERTIFICATION, Other Insurance Provisions, Item 1** – Please make the following edit:

*“YCIPTA, its officers, officials, employees and volunteers are to be covered as **additional** insureds ~~with respect to: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor~~ where their interest may appear for liabilities arising in whole or in part by the conduct of the Contractor.”*

23. **INSURANCE REQUIREMENTS CERTIFICATION, Other Insurance Provisions, Item 3** – Please make the following edit:

“Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled ~~by either party~~, unless thirty (30) days’ prior written notice has been given to YCIPTA ~~by certified mail, return receipt requested.~~”

24. **INSURANCE REQUIREMENTS CERTIFICATION, Acceptability of Insurers** – Please make the following edit:

“Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to YCIPTA.”

25. **INSURANCE REQUIREMENTS CERTIFICATION, Verification of Coverage** – Please make the following edit:

“Contractor shall furnish YCIPTA with ~~the original~~ certificates and amendatory endorsements effecting coverage required by this clause. ~~The endorsements should be on forms provided by YCIPTA, however, other forms may be acceptable so long as those endorsements conform to YCIPTA requirements.~~ All certificates and endorsements are to be received ~~and approved~~ by YCIPTA 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, be submitted at any time.~~”

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Kevin Cooper, hereby certify on behalf of Enterprise Leasing Company of Phoenix, LLC, that:

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

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

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

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

Executed this 14th day of May, of 2020

Signature of Authorized Official: 

Title of Authorized Official: Vice President / GM

NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF ARIZONA

COUNTY OF YUMA

Kevin Cooper declares and says:

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

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

Dated this 14th day of MAY, 2020, at Chandler, Arizona.

Signed: 

Title: Vice President / GM

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

The Primary Participant Enterprise Leasing Company of Phoenix, LLC (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

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

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

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

Signature of Authorized Official:  Title: VP/GM

The undersigned chief legal counsel (or corporate secretary) for the Primary Participant hereby certifies that the VP/GM - Kevin Cooper has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary:

/s/ Meredith Perkins Date: May 27, 2020

The parties agree that electronic or digital execution of this document shall be binding and enforceable as if wet signature was otherwise obtained between the parties.

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

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

Signed:



Title:

Vice President / Gm

Date:

5/14/20

9. Insurance Documentation

An updated Certificate of Insurance will be provided after award of the contract to Enterprise.

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10. Conflict of Interest

Enterprise is not aware of a conflict of interest with YCIPTA or the YCAT vanpool program at this time.


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Commute with Enterprise

DRIVER AGREEMENT

 **WARNING: Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.**

This DRIVER AGREEMENT (this "Agreement") is made and entered into by and between Enterprise Leasing Company of Phoenix, LLC, **doing business as Commute with Enterprise** ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Driver"). Driver is further defined as an individual who has completed this Agreement and who has been approved by Enterprise in writing to operate the Vehicle and only as permitted in this Agreement. Driver agrees that electronic signatures have the same force and effect as manual signatures.

Enterprise and Driver agree as follows:

1. **Vanpool Coordinator.** For purposes of this Agreement, Vanpool Coordinator is defined as the person who enters into a Vanpool Coordinator Agreement with Enterprise and signs the Vehicle Condition Checklist ("VCC") attached thereto.
2. **The Vehicle.** During the term of this Agreement and subject to the terms of the applicable Vanpool Coordinator Agreement, Enterprise will provide a Vanpool Coordinator with the use of the vehicle(s) identified in the Vanpool Coordinator's VCC ("Vehicle"). A Vanpool Coordinator may grant use of Vehicle to an approved Driver. Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
3. **Ownership of Vehicle.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and Driver does not have any right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement and pursuant to Commute with Enterprise exemption and other applicable laws.
4. **No Agency or Employment Arrangement.** Driver is an independent party participating with others in a vanpool/carpool arrangement and is not an agent, servant or employee of Enterprise. Enterprise is not an agent of Driver. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Driver or Vanpool Coordinator.
5. **Rental Period and Driver's Rights.** The Rental Period begins on the date the first Vehicle is delivered to or is made available for pickup by the Vanpool Coordinator associated with the Vehicle and continues on a month-to-month basis until terminated under the applicable Vanpool Coordinator Agreement. Enterprise hereby agrees to allow Driver to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement. Driver understands that Enterprise may terminate Driver's right to use the Vehicle at any time with or without cause.
6. **Driver's Responsibilities.** Driver hereby consents and agrees to the terms of this Agreement. Driver hereby assumes and agrees to perform and observe all of the obligations, duties and responsibilities of a Driver under this Agreement. Driver agrees that Enterprise may from time to time amend this Agreement with notice to Driver. Driver shall be responsible for prompt and complete payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.
7. **Use of Vehicle.**
 - a. The Vehicle will be used solely to pick up, transport and deliver individuals who participate in a vanpool/carpool arrangement to and from their residences (or other similar locations agreed to by the Vanpool Coordinator, as set forth in the Vanpool Coordinator Agreement, and the passengers) and their places of employment. The Driver may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month does not exceed the monthly mileage allowance for the Vehicle. The Driver will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations. Driver will not operate any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, odors or other soilage.
 - b. Driver agrees not to use, nor to permit the use of, the Vehicle under any of the following conditions:
 - i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
 - ii. Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training. The costs of the vanpool/carpool shall be borne by the participants without a profit to Vanpool Coordinator or Driver.
 - iii. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property
 - iv. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.

- v. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided with the Vehicle at the time of delivery or outside of the passenger compartment.
 - vi. Driver shall not remove any seats from Vehicle.
 - vii. Vehicle shall not be driven by any person under the influence or impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - viii. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
 - ix. Vehicle shall not be driven or taken outside the United States unless authorized in writing by Enterprise.
 - x. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
 - xi. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without written permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
 - xii. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - xiii. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Driver's home.
 - xiv. Vehicle shall not be parked overnight, other than at a Driver's residence, unless so stated in the VCC
 - xv. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
 - xvi. Vehicle shall not be used or operated to transport groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations.
- c. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Driver, terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Driver. Driver hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- d. If Driver continues to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Driver hereby releases and discharges Enterprise from and agrees to indemnify, defend and hold Enterprise harmless against any liability arising from such notice.
- e. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

TIPS FOR PREVENTING ROLLOVER

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on *curved* rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off the roadway, *gradually* reduce speed and steer back onto the roadway when it is safe to do so.

BUCKLE UP FOR SAFETY

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

OTHER TIPS FOR SAFE DRIVING

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. Insurance and Risk of Loss.

- a. During the term of this Agreement, and while the Vehicle is operated during Driver's
 - i. Commute to or from the Driver's regular workplace location, which shall include picking up and dropping off other passengers
 - ii. Movement of Vehicle to a maintenance or repair facility,
 - iii. Movement of Vehicle to an Enterprise location for replacement or return, or
 - iv. Movement to a refueling or car wash facility in the normal course of a commute,
 Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- b. This insurance will not apply to

- i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
 - ii. no fault benefits or personal injury protection (unless required by law), and the Driver expressly waive any right the Driver may have to claim these benefits from this insurance;
 - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
 - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
 - v. the extent a claim is not covered under or excluded by the applicable policy of insurance.
- c. Subject to the limits on use outlined in Paragraph 7 above, if Vehicle is used or operated for any purpose not specifically set forth in 8 (a) i-iv above, Enterprise will, at its own expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage with no deductible in the amount of the lesser of \$250,000 combined single limit per claim or the limits set forth on the VCC. Under these same circumstances, Uninsured/Underinsured Motorist Coverage shall be maintained with no deductible in the amount of the lesser of \$100,000 combined single limit per claim or the limits set forth on the VCC. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- d. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 8 (h) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Driver's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. Driver, and, if different, the driver who was operating the Vehicle at the time of loss or damage, will be jointly and severally responsible for any loss of or damage to the Vehicle
- i. which does not result from a collision or peril which would be insured against by standard comprehensive automobile physical damage insurance or
 - ii. which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle.
- e. In addition the Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
- i. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
 - ii. failing to close and lock all doors and windows;
 - iii. leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
 - iv. otherwise contributing to the vandalism or theft of the Vehicle.
- f. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Driver shall cooperate fully with Enterprise and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Driver consents to Enterprise or its representatives retrieving and using such data from the EDR
- g. The insurance and protections provided by this paragraph 8 apply only to the Vehicle and the use and operation of the Vehicle by the Driver.
- h. The Driver is responsible for the replacement of keys and/or key fobs. Additionally, if indicated as included in delivery on the VCC, the Driver will be responsible for the cost of replacing or repairing the following items:
- i. Fire extinguisher
 - ii. Spare tires, inflator kits
 - iii. Jacks and jack stands
 - iv. First Aid Kit
 - v. Snow Chains

9. Agreements of Driver. Driver agrees that:

- a. they will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class , and will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended use.
- b. Drivers eligibility for the Commute with Enterprise Program and Driver's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Driver's official driving record and to the verification of any Vehicle insurance information as may be required by this Agreement or the Commute with Enterprise Program. Such validity checks shall be performed upon periodically as deemed appropriate by Enterprise at its sole discretion.

Any discrepancies discovered concerning the validity of Driver's license could result in Driver's suspension, ineligibility, or elimination from the Commute with Enterprise Program. If Driver wishes to refuse or revoke this authorization then Driver must do so by notifying Enterprise in writing at 600 Corporate Park Drive. St. Louis,

MO 63105. Any revocation or refusal may result in suspension or termination from the Commute with Enterprise Program at the sole discretion of Enterprise.

- c. they will within twenty-four (24) hours notify Enterprise in the event of
 - i. cancellation or lapse of the their driver's license or,
 - ii. failing to maintain any required medical certification or
 - iii. termination of their principal employment;

Without notice from Enterprise, Driver's right to operate the Vehicle is automatically revoked upon the occurrence of any of the items listed in 9(c) above.

- d. He/she warrants and represents that he/she will maintain in his/her presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Driver shall keep in the Vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.
- e. they will be solely responsible for all fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Driver consents to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party on Driver's behalf without advance notice thereof and acknowledges that such payment may prejudice Driver's ability to contest Fines, Tolls and Violations with the applicable authority. Driver agrees Enterprise may provide Driver's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Driver for any such Fines, Tolls and Violations. In addition, Enterprise, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration, and
- f. they will within three (3) days notify Enterprise of the issuance of any citation involving the use or operation of the Vehicle, other than a citation covered in g below.
- g. He/she certifies under penalty of perjury that he or she has not been convicted of any major traffic violations, including but not limited to Drunk Driving, Reckless Driving, or a Hit-and-Run offense, in the past 5 years. Driver further agrees to notify Enterprise within twenty-four (24) hours if he or she is convicted of any other moving violations.
- h. they are not allowed to make any additions, alterations or modifications to the Vehicle (including removing the decals) without Enterprise's prior written consent.
- i. they will promptly and completely provide payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.

Driver will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Driver's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. Driver's indemnity obligations hereunder shall not apply to the extent Driver is covered under paragraph 8 hereunder.

- 10. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
- 11. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Driver under this Agreement, Driver hereby assigns to Enterprise Driver's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Driver under this Agreement.
- 12. **Power of Attorney.** Driver hereby grants and appoints to Enterprise a Limited Power of Attorney:
 - a. to present insurance claims of any type to Driver's insurance carrier and / or credit card company if:
 - i. Vehicle is damaged, lost or stolen and if Driver fails to pay for any damages; or
 - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Driver fails to defend, indemnify and hold Enterprise harmless from such claims.
 - b. to endorse Driver's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.
- 13. **No Assignment.** Driver may not assign or delegate any of his or her rights, duties or obligations under this Agreement. Driver shall not allow another individual the right to operate the Vehicle, unless such individual has been an approved Driver by Enterprise and such individual has a valid Driver Agreement in place with Enterprise with respect to the Vehicle.
- 14. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for any Vanpool Coordinator Agreement that Driver may be a party to. Any amendments to this Agreement must be in writing and signed by Enterprise.
- 15. **Notices.** Except as provided in 9 above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time. Enterprise may also provide notice by posting information to www.commutewithenterprise.com
- 16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such

jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

17. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise would otherwise be liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Driver and Driver's sole remedy is limited to the substitution of another similar Vehicle by Enterprise. **DRIVER WAIVES ALL OTHER CLAIMS, INCLUDING FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO DRIVER.**

18. **Collection and Use of Vehicle Data.** Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com

Driver shall inform any and all Driver(s) and passengers of the terms of this section and that Driver has authorized use, disclosure or access as provided for herein. Driver releases Enterprise and agrees to indemnify, defend and hold harmless Enterprise, operator of the Telematics System, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Driver(s) and passengers) or property caused by failure of the telematics system to operate properly or otherwise arising from the use of the Telematics System by Driver, , a Driver or Enterprise. Use of the Telematics System is subject to the terms and conditions and privacy statement (Telematics Terms) posted by the applicable Telematics System provider and/or vehicle manufacturer (in the case of OnStar, Telematics Terms are available at www.onstar.com), which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. By signing this Agreement, Driver authorizes the provision of such Telematics Services in accordance with, and agrees to be bound by, the Telematics Terms. Third party service providers are not agents, employees, or contractors of Enterprise.

19. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

20. **Dispute Resolution Provision - Mandatory Arbitration Agreement:** DRIVER AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. Driver AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "DRIVER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF DRIVER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. Driver AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Driver only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Driver or any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

- (1) Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Driver do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or

videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Driver or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.

- (2) **Arbitrator's Authority:** The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.
 - (3) **Arbitration Costs:** Driver will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Driver would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Driver is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Driver will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Driver's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.
 - (4) **Governing Law and Enforcement:** Notwithstanding anything in paragraph 22, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.
- 21 **Text & Call.** By signing on the front of this Agreement, Driver agrees to the Text&Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Driver at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Driver's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 23, below.
- 22 **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where this Agreement is executed by Driver without giving effect to the conflict of laws or provisions of such State.
- 23 **Customer Privacy.** The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at <https://www.commutewithenterprise.com/en/privacy-policy.html> which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

[TO BE COMPLETED BY DRIVER]

Printed Name: _____

Date Signed: _____

Signature: _____

Address:

Commute with Enterprise VANPOOL COORDINATOR AND OPTIONAL DRIVER AGREEMENT



WARNING: Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

This VANPOOL COORDINATOR AGREEMENT (this "Agreement") is made and entered into as of the date of execution on the signature page hereto, by and between Enterprise Leasing Company of Phoenix, LLC doing business as COMMUTE WITH ENTERPRISE ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Vanpool Coordinator"). Vanpool Coordinator agrees that electronic signatures have the same force and effect as manual signatures.

Enterprise and Vanpool Coordinator agree as follows:

1. **The Vehicle.** During the term of this Agreement, Enterprise will provide the Vanpool Coordinator with the use of the vehicle(s) and optional accessories and other equipment as agreed upon in writing at the time of delivery in the "Vehicle Condition Checklist" (VCC). The vehicles set forth on the VCC are referred to as "Vehicle." Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.
2. **Ownership and Use of Vehicle; Vanpool Coordinator as Driver.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and the Vanpool Coordinator has no right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement. Driver, as used hereinafter, means any individual who has completed the approval process and who has been approved in writing by Enterprise.

If Vanpool Coordinator is also a Driver:

- a. **Vanpool Coordinator agrees that Vanpool Coordinator's eligibility for the Commute with Enterprise Program and Vanpool Coordinator's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Vanpool Coordinator's official driving record and to the verification of any Vehicle insurance information as may be required by this Agreement or the Commute with Enterprise Program. Such validity checks shall be performed periodically, as deemed appropriate by Enterprise at its sole discretion. Any discrepancies discovered concerning the validity of Vanpool Coordinator's driver's license could result in Vanpool Coordinator's ineligibility, suspension or elimination from the Commute with Enterprise Program. If Vanpool Coordinator wishes to refuse this authorization then Vanpool Coordinator must do so by notifying Enterprise in writing at 600 Corporate Park Drive. St. Louis, MO 63105. Vanpool Coordinator may also revoke this authorization at any time, upon written notice to Enterprise at 600 Corporate Park Drive. St. Louis, MO 63105. Any revocation or refusal may result in suspension or termination from the Commute with Enterprise Program at the sole discretion of Enterprise.**
- b. Enterprise hereby agrees to allow Vanpool Coordinator to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement and pursuant to Commute with Enterprise exemption and other applicable laws. Vanpool Coordinator understands that Enterprise may terminate Vanpool Coordinator's right to use the Vehicle at any time with or without cause, notwithstanding anything to the contrary provided in paragraph 15.
- c. Vanpool Coordinator hereby assumes and agrees to perform and observe all of the obligations, duties and responsibilities of a Driver under this Agreement. Vanpool Coordinator agrees that Enterprise may from time to time amend this Agreement with notice to Vanpool Coordinator. Vanpool Coordinator shall be responsible for prompt and complete payment for Vanpool Coordinator's portion or share of the Vanpool charges and expenses.
- d. Vanpool Coordinator will maintain an appropriate, valid driver's license and any necessary medical certificate or certification to operate the Vehicle for its intended use required of any applicable license class, and will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended Vehicle use.
- e. Vanpool Coordinator will within twenty-four (24) hours notify Enterprise in the event of any of the following
 - i. cancellation or lapse of the their driver's license;
 - ii. failing to maintain any required medical certification or
 - iii. termination of their principal employment.

Without notice from Enterprise, Vanpool Coordinator's right to operate the Vehicle is automatically revoked upon the occurrence of any of the items listed in 2(e) above.

- f. Vanpool Coordinator warrants and represents that he/she will maintain in his/her presence or in any Vehicle being used or operated any licenses, statements or certifications as may be required by law. For any Vehicle being operated in California, Vanpool Coordinator and all Drivers shall keep in the Vehicle a statement, signed under penalty of perjury, that he or she has not been convicted of reckless driving, drunk driving, or a hit-and-run offense in the last five years.
 - g. Vanpool Coordinator will be solely responsible for any citations, and any resulting fines, fees and expenses, in connection with their use or operation of the Vehicle.
 - h. Vanpool Coordinator will within three (3) days notify Enterprise of the issuance of any citation involving the use or operation of the Vehicle, other than a citation covered by i below.
 - i. Vanpool Coordinator certifies under penalty of perjury that they have not been convicted of Drunk Driving, Reckless Driving, or a Hit-and-Run offense in the past 5 years. Vanpool Coordinator further agrees to notify Enterprise within twenty-four (24) hours if they are convicted of these or any other moving violations.
 - j. Vanpool Coordinator will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Vanpool Coordinator's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. Vanpool Coordinator's indemnity obligations hereunder shall not apply to the extent covered under paragraph 10 hereunder.
 - k. Vanpool Coordinator agrees Vanpool Coordinator received Vehicle in the physical and mechanical condition set forth in the VCC. VANPOOL COORDINATOR SHALL TAKE POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND WILL HAVE AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. ENTERPRISE EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **Rental Period.** The Rental Period begins on the date the first Vehicle is delivered to, or is made available for pickup by Enterprise to the Vanpool Coordinator, as indicated by the delivery date on the VCC, and continues on a month-to-month basis until terminated as provided in this Agreement.
4. **Rent**
- a. The Vanpool Coordinator will pay Enterprise rent for the Vehicle in the amount of per month as stated on the VCC, plus applicable taxes, fees, fuel, tolls and required mandatory charges imposed by states, counties, and other governmental authorities. The rent is payable monthly in advance on the fifth (5th) day of the month covered by the statement from Enterprise. Partial months will be pro-rated based on a thirty (30) day month.
 - b. The Vanpool Coordinator agrees that Enterprise may change the monthly rent at any time upon forty-five (45) days prior written notice to the Vanpool Coordinator.
 - c. If any financial institution returns a check, the Vanpool Coordinator will pay Enterprise a dishonored check fee of the lesser of \$50.00 or the highest amount permitted by applicable law. In addition, if Enterprise receives two (2) dishonored checks during the period of this agreement, then personal checks will no longer be allowed as payment, and a money order or bank cashier's check will be required.
5. **Additional Obligations of Vanpool Coordinator** - Unless prohibited by law Vanpool Coordinator shall pay Enterprise, its affiliates or agents:
- a. All fines, costs, charges and attorneys' fees paid or to be paid by Enterprise, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period ("Fines, Tolls and Violations"). Vanpool Coordinator consents to the payment of all Fines, Tolls and Violations by Enterprise, its affiliates or a third party on Vanpool Coordinator's behalf without advance notice thereof and acknowledges that such payment may prejudice Vanpool Coordinator's ability to contest Fines, Tolls and Violations with the applicable authority. Vanpool Coordinator agrees Enterprise may provide Vanpool Coordinator's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Vanpool Coordinator for any such Fines, Tolls and Violations. In addition, Enterprise, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any Fines and Violations and their administration.
 - b. A Tollpass convenience charge (TCC) (where available) of up to \$2.00 per toll for each occurrence in which Vehicle is operated on a Tollpass Automatic Service covered road and Vehicle operator does not pay an applicable toll. In addition to the TCC, Enterprise or a third party may separately charge Vanpool Coordinator's credit or debit card for each toll (or other charge) not paid by Vehicle operator incurred during the applicable Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of Tollpass Automatic Service covered roads is available upon request, at "www.htallc.com/enterprise" or (877) 860-1258. Operation of Vehicle on a roadway or bridge not covered by

Tollpass Automatic Service where applicable tolls are not paid may subject the Vanpool Coordinator to Fines, Tolls and Violations see Paragraph 5(a) above. VANPOOL COORDINATOR EXPRESSLY AUTHORIZES ENTERPRISE OR ITS AFFILIATE TO TRANSFER COORDINATOR'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL SUCH AMOUNTS.

- c. A late charge of 1½% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the issuance of the invoice for the applicable Rental Period.
 - d. All expenses incurred by Enterprise in the collection of amounts due Enterprise under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorneys' fees, Enterprise's administrative fees, and any other costs or expenses incurred by Enterprise;
 - e. A drop charge equal to the greater of \$100.00 or \$.50 per mile (between the actual return location and originally agreed upon return location), if Vanpool Coordinator returns Vehicle to a location other than the originally agreed upon return location, as stated in the VCC;
 - f. The optional Tollpass service accepted by Vanpool Coordinator provides for the rental of a toll collection transponder (Tollpass Transponder Service) or, in some states, the use of video-monitored toll collection services (Tollpass Automatic Service, and together with the Tollpass Transponder Service, collectively the Tollpass Service). In addition to the monthly charge for the Tollpass Service, Enterprise, its affiliates or a third party may separately charge Vanpool Coordinator's credit or debit card (or bill Vanpool Coordinator, as applicable, for cash rentals) for each toll (or other charge) incurred using the Tollpass Service during the Rental Period on covered roads within the Tollpass Service area at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. Vanpool Coordinator expressly authorizes Owner or its affiliate to transfer to a third party Vanpool Coordinator's name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls, any other charge(s) in addition to tolls attributed to the transponder and other associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Vanpool Coordinator and/ or any approved driver to fines and penalties and charges as stated in 5 (a) or (b) . A current listing of Tollpass Service area covered roads is available upon request, at "www.htallc.com/enterprise" or (877) 860-1258.
 - g. IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, VANPOOL COORDINATOR AUTHORIZES ENTERPRISE TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. FOR A VEHICLE RENTED WITH A CASH, CHECK OR MONEY ORDER DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF RENTAL PERIOD. All charges are subject to final audit by Enterprise.
 - h. Enterprise will attempt to refund Vanpool Coordinator any amount collected from Vanpool Coordinator that exceeds the aggregate of all of Vanpool Coordinator's obligations to Enterprise within 20 business days after Enterprise has confirmed the full extent of such obligations. For payments made by cash, check or money order, any such excess will be refunded by check.
6. Drivers. The Vanpool Coordinator is fully responsible for ensuring that only individuals who have completed a Driver Application and Agreement with Enterprise and who have been approved by Enterprise in writing will be allowed to use or operate the Vehicle and only as permitted in their Driver Agreement. Enterprise has the continuing right to approve Drivers according to Enterprise's driver qualification standards. The Vanpool Coordinator agrees to remove any Driver who either fails to meet Enterprise's driver qualification standards, or who has operated the Vehicle unsafely, as determined by Enterprise. The Vanpool Coordinator acknowledges and agrees that they have no rights or permission to drive the Vehicle unless they
- a. have completed the separate Driver Application and Agreement or
 - b. have selected the Optional Driver selection in this Agreement and
 - c. have been approved in writing by Enterprise as a Driver.
7. Use of Vehicle.
- a. The Vehicle will be used solely to pick up, transport and deliver other vanpool/carpool participants to and from their residences (or other similar locations agreed to by the Vanpool Coordinator, as set forth in this Agreement) and their places of employment. The Drivers may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month do not exceed the monthly mileage allowance for the Vehicle. The Drivers will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations and will not operate the Vehicles in an unsafe manner or when the Vehicle is in an unsafe condition or if the Vehicle's mechanical condition is in doubt. Driver agrees to notify Enterprise in writing of any such concerns or issues. No smoking will be allowed in any Vehicle. A fee to clean the Vehicle's interior upon return may be charged if there are excessive stains, pet hair/fur, trash, odors or other soilage.
 - b. **In addition to the other restrictions in this Agreement, Vanpool Coordinator agrees not to use (if Vanpool Coordinator is also a Driver) nor allow use of, the Vehicle under any of the following conditions:**
 - i. Vehicle shall not be driven by any person other than an Enterprise-approved Driver.
 - ii. Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training.

- iii. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
 - iv. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.
 - v. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.
 - vi. Vanpool Coordinator shall not remove any seats from Vehicle. Vehicle shall not be driven by any person under the influence or impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - vii. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and / or guidelines.
 - viii. Vehicle shall not be driven or taken outside the United States unless authorized by Enterprise.
 - ix. Vehicle shall not be driven, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less;
 - x. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Enterprise; or who misrepresents or withholds facts to/from Enterprise material to rental, use or operation of Vehicle.
 - xi. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - xii. Vehicle shall not be driven outside of a two hundred (200) mile radius of the applicable Driver's home.
 - xiii. Vehicle shall not be parked overnight, other than at a Driver's residence, unless stated in the VCC.
 - xiv. Vehicle shall not be operated without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts.
 - xv. Vehicle shall not be used or operated to transport groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations.
- c. In the event of any violation of the limits on use or any other provision of this Agreement, Enterprise automatically, without any further notice to Vanpool Coordinator or Driver(s), terminates their right to use Vehicle and Enterprise retains any other rights and remedies provided by law. Enterprise has the right to seize Vehicle without legal process or notice to Vanpool Coordinator or any Driver. Vanpool Coordinator hereby waives all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Enterprise in returning Vehicle to the original rental office.
- d. If Vanpool Coordinator or any Driver(s) continue to operate Vehicle after the right to do so is terminated, Enterprise has the right to notify police Vehicle has been stolen. Vanpool Coordinator hereby releases and discharges Enterprise from and will indemnify, defend and hold Enterprise harmless against any liability arising from such notice. Vanpool Coordinator remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 5.
- e. If Vehicle has a seating capacity of ten (10) or more including the driver, the following is applicable:

U.S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY

The risk of a rollover crash in a 15-passenger van dramatically increases as the number of occupants increases to full capacity. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other object.

TIPS FOR PREVENTING ROLLOVER

Drivers must be well rested and maintain a safe speed for weather and road conditions. Drivers must be especially cautious on *curved* rural roads and maintain a safe speed to avoid running off the road. If the van's wheels drop off the roadway, *gradually* reduce speed and steer back onto the roadway when it is safe to do so.

BUCKLE UP FOR SAFETY

Eighty percent of people killed in rollover crashes in 15-passenger vans were not wearing seat belts. Passengers can dramatically reduce their risk of being killed or seriously injured in a rollover crash by simply using their seat belts. All vehicle occupants should always wear seatbelts. Drivers should be responsible for enforcing the use of seatbelts.

OTHER TIPS FOR SAFE DRIVING

When a 15-passenger van is not full, passengers should sit in seats that are in front of the rear axle. More than 15 people should never be allowed to ride in a 15-passenger van. Because 15-passenger vans are substantially longer and wider than cars, they: require more space and additional reliance on the side-view mirrors for passing; do not respond as well to abrupt steering maneuvers; require additional braking time.

8. **No Agency or Employment Arrangement.** The Vanpool Coordinator and Enterprise are independent parties participating with one another in a vanpool/carpool arrangement and neither party shall be an agent, servant or employee of the other. Nothing in this Agreement shall establish any joint venture or other such relationship

between Enterprise and Vanpool Coordinator.

9. Maintenance

- a. The Vanpool Coordinator agrees to maintain the Vehicle in safe, clean condition and in accordance with the manufacturers recommended maintenance guidelines and or the Enterprise recommended maintenance requirements and all legal requirements. Vanpool Coordinator is required to perform a daily inspection of each Vehicle, including
 - i. inspecting the Vehicle to identify any damage or potential safety concern
 - ii. inspecting headlights, running lights, brake lights and turn signals and ensuring proper operation,
 - iii. checking and maintaining all fluid levels,
 - iv. checking tires to ensure proper tread depth and tire wear and
 - v. checking tire pressure and maintaining tire pressure per the manufacturer's recommendations.
- b. Vanpool Coordinator will not permit the operation of any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. In the event access to a Vehicle is needed for a manufacturer recall, Vanpool Coordinator shall make the Vehicle available to Enterprise immediately. Enterprise agrees to pay directly or reimburse Vanpool Coordinator for all maintenance and repair expenses (other than gasoline and washes which are the responsibility of the Vanpool Coordinator) incurred in connection with the normal use and operation of the Vehicle in accordance with the terms of this Agreement. Maintenance that exceeds normal wear and tear standards would be the responsibility of the Vanpool Coordinator. Enterprise shall provide a VCC which will be used to determine Vehicle condition at the time of delivery and at time of return of the Vehicle.
- c. Except in an emergency,
 - i. all maintenance and repair work on the Vehicle must be performed only at facilities selected or approved by Enterprise and
 - ii. The Vanpool Coordinator must obtain Enterprise's express authorization prior to having maintenance or repair work performed. The Vanpool Coordinator will permit representatives of Enterprise to inspect the Vehicle at any time. If the Vehicle becomes inoperable, Enterprise will provide the Vanpool Coordinator with substitute transportation.
- d. The Vanpool Coordinator agrees that they will not make any additions, alterations or modifications to the Vehicle (including removal of the decals) without Enterprise's prior written consent.
- e. Vanpool Coordinator hereby acknowledges receipt of the manufacturer's owner's manual for the Vehicle and agrees to retain a copy of the manual. Vanpool Coordinator agrees to give notice to Enterprise in writing of the loss of the owner's manual so that a replacement may be provided.
- f. Vanpool Coordinator agrees to give notice to Enterprise in writing of any problems or concerns, safety or otherwise, related to the Vehicle.

10. Insurance and Risk of Loss

- a. During the term of this Agreement, and while the vehicle is operated during Vanpool Coordinator or Driver's
 - i. Commute to or from the Vanpool Coordinator's regular workplace location, which shall include picking up and dropping off other passengers
 - ii. Movement of Vehicle to a maintenance or repair facility,
 - iii. Movement of Vehicle to an Enterprise location for replacement or return,
 - iv. Movement to a refueling or car wash facility in the normal course of a commute,Enterprise will, at its expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the VCC applicable to the Vehicle. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- b. This insurance will not apply to:
 - i. any obligation for which a Driver, employer or any insurance carrier may be responsible or held liable under any Worker's Compensation law or any similar law, rule or regulation;
 - ii. no fault benefits or personal injury protection (unless required by law), and the Vanpool Coordinator waives any right the Vanpool Coordinator may have to claim these benefits from this insurance;
 - iii. any obligation assumed by a Driver under any express or implied contract or agreement;
 - iv. any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement; or
 - v. the extent a claim is not covered under or excluded by the applicable policy of insurance.
- c. Subject to the limits on use outlined in Paragraph 7 above, if Vehicle is used or operated for any purpose not specifically set forth in 10 (a) i-iv above, Enterprise will, at its own expense, obtain and maintain in effect insurance coverage for third party bodily injury and property damage with no deductible in the amount of the lesser of \$250,000 combined single limit per claim or the limits set forth on the VCC. Uninsured/Underinsured Motorist coverage shall be maintained with no deductible in the amount of the lesser of \$100,000 combined single limit per claim or the limits set forth on the VCC. At its option, Enterprise may provide this insurance coverage either through a third party insurance carrier or through self-insurance.
- d. The condition of Vehicle will be documented on the VCC at time of delivery. With the exception of the items listed in 10 (h) below, Enterprise agrees, subject to the actions set forth below, to contractually waive Vanpool Coordinator's responsibility for all of the cost of additional damage to, loss or theft of, Vehicle or any

part or accessory and related costs regardless of fault or negligence, except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement, including, but not limited to, section 7 hereinabove. The Vanpool Coordinator and the applicable Driver (and, if different, the person driving the Vehicle) will be jointly and severally responsible for any loss of or damage to the Vehicle which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle.

- e. In addition the Vanpool Coordinator and the applicable Driver, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from
 - i. leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown);
 - ii. failing to close and lock all doors and windows;
 - iii. leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
 - iv. Otherwise contributing to the vandalism or theft of the Vehicle.
 - f. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Vanpool Coordinator and any authorized Driver must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Vanpool Coordinator and Driver shall cooperate fully with Enterprise and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Vanpool Coordinator consents to Enterprise or its representatives retrieving and using such data from the EDR.
 - g. The insurance and protections provided by this paragraph 10 applies only to the Vehicle and the use and operation of the Vehicle by a Driver.
 - h. Vanpool Coordinator will be responsible for the cost of replacing or repairing the following items
 - i. Keys and Key Fobs
 - ii. Fire extinguisher
 - iii. Spare tires, inflator kits
 - iv. Jacks and jack stands
 - v. First Aid Kit
 - vi. Snow Chains
11. **Titling and Registration of Vehicle.** Enterprise will title, register and license the Vehicle.
12. **Operation outside of the United States.** Vehicle shall not be taken outside of the United States without Enterprise's prior written consent.
13. **Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Vanpool Coordinator under this Agreement, Vanpool Coordinator hereby assigns to Enterprise Vanpool Coordinator's right to receive such payment. Only those amounts actually paid by a third party to Enterprise shall reduce the amount owed by Vanpool Coordinator under this Agreement.
14. **Power of Attorney.** Vanpool Coordinator hereby grants and appoints to Enterprise a Limited Power of Attorney:
- a. to present insurance claims of any type to Vanpool Coordinator's insurance carrier and / or credit card company if:
 - i. Vehicle is damaged, lost or stolen and if Vanpool Coordinator fails to pay for any damages; or
 - ii. Any liability claims against Enterprise arise in connection with this rental transaction and Vanpool Coordinator fails to defend, indemnify and hold Enterprise harmless from such claims.
 - b. to endorse Vanpool Coordinator's name to entitle Enterprise to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

The foregoing power of attorney is binding on Driver and his/her successor and assigns and is coupled with an interest and shall be irrevocable until all of Driver's obligations under this Agreement have been paid and performed in full.

15. **Termination.** In addition to the other termination conditions set forth in this Agreement, this Agreement shall be terminated by:
- a. The Vanpool Coordinator giving Enterprise thirty (30) days notice **in writing**; once the notice has been submitted in writing by mail or fax, it is the Vanpool Coordinator's responsibility to verify that it has been received by Enterprise. The 30-day notice period will begin from the time that Enterprise has **received the notice in writing**.
 - b. Enterprise giving thirty (30) day's notice in writing to the Vanpool Coordinator, without cause; or
 - c. Enterprise giving twenty-four (24) hour's notice in writing to the Vanpool Coordinator for cause (including, but not limited to);
 - i. the Vanpool Coordinator's failure to pay any of the charges under this Agreement when due; and
 - ii. Vanpool Coordinator or any Driver's breach of any of the other terms, provisions or conditions of this Agreement; and

- iii. Vanpool Coordinator (if approved as a Driver) or any Driver's operation of the Vehicle unsafely, as determined by Enterprise).
 - d. Termination of this Agreement, for any reason, shall not relieve Vanpool Coordinator of any payment obligations as set forth in this Agreement.
 - e. Termination of this Agreement may, in the sole discretion of Enterprise, automatically terminate any Driver Agreement held by an individual or individuals participating as Drivers in Vanpool Coordinator's vanpool. Enterprise shall have the right, but not the obligation, to so terminate all or some of such Driver Agreements.
 - f. Whenever Vanpool Coordinator fails to return the Vehicle to Enterprise within five days after the term of this Agreement has expired, that person shall be presumed to have embezzled the Vehicle. Enterprise may notify police the Vehicle has been stolen and Vanpool Coordinator releases and discharges Enterprise from any liability and all claims of any nature arising therefrom. Enterprise has the right to seize, without legal process, at any place, the Vehicle after twenty-four (24) hours notice has been given to Vanpool Coordinator regardless of whether the Vehicle is presumed embezzled and Vanpool Coordinator waives all claims for damages connected with such seizure or repossession.
16. **Return of Vehicle.** The Vanpool Coordinator agrees to return the Vehicle upon termination of this Agreement or upon the demand of Enterprise. Vanpool Coordinator agrees to return the Vehicle to the location indicated on the VCC or other location as designated by Enterprise in writing, in the same condition as when delivered, except for ordinary wear and tear and damage which is the subject of a pending physical damage claim for which Vanpool Coordinator's responsibility has been contractually waived pursuant to paragraph 10(d) of this Agreement. Upon delivery and return of the Vehicle, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.
17. **Changing Vehicles.** If the Vanpool Coordinator decides to change to a different size Vehicle (subject to availability) due to a permanent change in the number of riders in the Vehicle, the Vanpool Coordinator agrees to return, at their own time and expense, the original Vehicle back to the Enterprise address listed on the VCC. Upon return of the Vehicle to Enterprise, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign the VCC. Enterprise and the Vanpool Coordinator will inspect a new Vehicle and jointly sign a new VCC for that Vehicle. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.
18. **No Assignment.** The Vanpool Coordinator may not sublease the Vehicle. The Vanpool Coordinator cannot assign or delegate any of his or her rights, duties or obligations under this Agreement.
19. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for any Driver Agreement that Vanpool Coordinator may be a party to. Any amendments to this Agreement must be in writing and signed by Enterprise.
20. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
21. **Notices.** Except as provided in 15(a) above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by email or regular mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time. Enterprise may also provide notice by posting information to www.commutewithenterprise.com
22. **Waiver.** No extension given by Enterprise of the time for payment of any monthly payments hereunder, no waiver by Enterprise of any default of the Vanpool Coordinator hereunder, and no failure of Enterprise to enforce its rights against the Vanpool Coordinator for any breach of this Agreement by the Vanpool Coordinator, shall be construed as a waiver on the part of Enterprise of any subsequent breach or default, or impair Enterprise's rights to require strict performance by the Vanpool Coordinator of all the terms and conditions stated herein.
23. **Mileage Provisions.** Monthly rate is based on the allotted commute miles per month as stated in the VCC. Over-mileage will be calculated as the difference between the allotted commute miles and the actual mileage traveled. The actual mileage is the difference between the check-out odometer reading on the VCC and the monthly reported mileage and/or the final check-in odometer reading. Over mileage will be charged to the Vanpool Coordinator at a rate not greater than the amount set forth in the VCC. These fees may be collected from the Vanpool Coordinator periodically, but no later than the time at which the Vehicle is returned by the Vanpool Coordinator to Enterprise at the address listed on the VCC.
24. **No Authorization to Drive.** Execution of this Agreement between Enterprise and the Vanpool Coordinator does

not authorize the Vanpool Coordinator to drive the Vehicle, unless the Optional Driver selection is appropriately made during the application process and Enterprise approves Vanpool Coordinator as a Driver. If such selection is not made, the Vanpool Coordinator is not authorized to drive the Vehicle (or covered by any of the insurance on the Vehicle) unless they complete a Driver Application and Agreement and are authorized in writing by Enterprise as a Driver (separate from this Agreement).

25. **Limitation of Remedy/No Consequential Damages.** If Enterprise breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Vanpool Coordinator or Driver(s) and if Enterprise would otherwise be liable under applicable law for such breach or Vehicle failure, Enterprise's sole liability to Vanpool Coordinator and Driver(s) and Vanpool Coordinator's and Driver(s)' sole remedy is limited to the substitution of another similar Vehicle by Enterprise to Vanpool Coordinator and to recovery by Vanpool Coordinator of the pro rata rental rate for the period in which Vanpool Coordinator did not have use of Vehicle or substitute Vehicle. **VANPOOL COORDINATOR WAIVES ALL OTHER CLAIMS, INCLUDING FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO VANPOOL COORDINATOR. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO VANPOOL COORDINATOR.**
26. **Collection and Use of Vehicle Data.** Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com
27. **Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
28. **Text & Call.** By signing on the front of this Agreement, Vanpool Coordinator agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Enterprise or Enterprise's representative to contact Vanpool Coordinator at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Vanpool Coordinator's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 31, below.
29. **Dispute Resolution Provision - Mandatory Arbitration Agreement:** VANPOOL COORDINATOR AND ENTERPRISE EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. VANPOOL COORDINATOR AND ENTERPRISE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ENTERPRISE'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "VANPOOL COORDINATOR" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF Vanpool Coordinator's AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ENTERPRISE" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. VANPOOL COORDINATOR AND ENTERPRISE AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. **This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Vanpool Coordinator only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Vanpool Coordinator or**

any AAD or the application of Enterprise's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

1. Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Enterprise should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Enterprise and Vanpool Coordinator do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Vanpool Coordinator or by Enterprise that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.
 2. Arbitrator's Authority: The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.
 3. Arbitration Costs: Vanpool Coordinator will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Vanpool Coordinator would incur if the claims were filed in court. Enterprise will be responsible for all additional arbitration fees. Vanpool Coordinator is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Vanpool Coordinator will not be required to reimburse Enterprise for any fees unless the arbitrator finds that the substance of Vanpool Coordinator's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Enterprise may seek reasonable attorney's fees. Enterprise will pay all fees and costs it is required by law to pay.
 4. Governing Law and Enforcement: Notwithstanding anything in paragraph 30, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.
30. **Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the state where the Vehicle(s) are required to be returned as stated in the VCC.
31. **Customer Privacy.** The information you provide to Enterprise is stored and used in accordance with Enterprise's privacy policy, which is available at <https://www.commutewithenterprise.com/en/privacy-policy.html> which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

[TO BE COMPLETED BY VANPOOL COORDINATOR/DRIVER]

Printed Name: _____

Date Signed: _____

Signature: _____

Address:



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

June 22, 2020

Discussion and Action Item 6

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the Transit Directors Use of
YCIPTA's support vehicle.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Transit Directors use of the YCIPTA's support vehicle.

Background and Summary: The Transit Director is requesting board approval regarding the use of one of the newly purchase support vehicles for YCIPTA. YCIPTA purchased one Ford Expedition and one Ford Explorer using STP funding last month. The Ford Explorer is being used by staff for business purposes such as picking up and delivering greyhound packages, out of town travel and other errands as needed. The Expedition is also available for staff to use as needed.

The prior Transit Director was allowed to use one of the support vehicles for travel to and from work and business-related travel, no personal use was allowed. When I took the position as Transit Director, I felt the support vehicle was needed more for the contractors use than for the Transit Director. YCIPTA did have a Ford Focus which staff used for business related activities but was too small for Greyhound packages, etc.

Since purchasing the two new YCIPTA vehicles, the Ford Focus has been transferred over to the contractor for their use as a support vehicle.

For the past 6 years I have used my personal vehicle for all of the business-related activities and out of town travel, which has added a large amount of use and mileage (10,000 miles) on my personal vehicle. Most of the out of town travel was reimbursed at the state rate which is .445 cents instead of the federal rate of .575 cents. YCIPTA's current travel policy uses the state rate. I have not requested mileage reimbursement for any local travel.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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Shelly Kreger, Transit Director

I have contacted four other agency heads in the Yuma County area (equivalent professionals) and asked if they have a vehicle at their disposal. Some stated they have an agency vehicle that they use to and from work and work related, some were given a vehicle allowance, others received vehicle allowance plus mileage, while others just had vehicles available to check out. Below is a breakdown of information that I received.

Agency	Salary scale	Vehicle
1	\$140,000	24 hrs./7 days/365 annually
2	\$80,000 - \$150,000	Vehicle available to sign out for business only
3	\$95,000 - \$135,000	\$300 mo. allowance + mileage
4	\$78,000 - \$117,000	Allowed under contract 24 hrs./7 days/365 annually
YCIPTA	\$76,000 - \$94,660	Vehicle available to sign out for business only

Over the past six years I have been reimbursed for mileage (9,994) for a total of \$4,447.52 (report is attached).

My request to the board would be for one of the YCIPTA support vehicles to be assigned to the Transit Director for travel to and from work and only business-related travel. Round trip from my residence to work is 11 miles. No personal use will be allowed. This vehicle would still be available for other staff to use if needed.

Staff has checked with our insurance agency and asked if use of this vehicle in this manner would increase our insurance premiums and the response was no.

Both of the YCIPTA support vehicles can be marked with YCIPTA's name as well as a logo that will represent YCIPTA. Our marketing contractor is currently working on this.

Fiscal Impact: Minimal extra cost if any to YCIPTA. Maintenance for these vehicles is provided under the operations and maintenance contract. No additional cost for insurance. The only direct expense would be for fuel.

Budgeted: Yes

Legal Counsel Review: N/A

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Shelly Kreger, Transit Director

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Transit Directors use of the YCIPTA support vehicle.

Attachments: QuickBooks expense report for Transit Directors travel.

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

Approved for Submission



Shelly Kreger, Transit Director

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Shelly Kreger, Transit Director

Yuma County Intergovernmental Public Transportation Auth.
Vendor QuickReport
 July 1, 2014 through May 21, 2020

10:52 AM
 05/21/2020

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
Shelly Kreger								
Bill	12/08/2014	Trvl 12/9-11/14	5311 Rural Transit Wkshp -Trvl Reimbursement for Shelly Kreger-Mileage and Meals	20100 · Accounts Payable		50902 · Travel Expenses		163.76
Bill	02/28/2015	Trvl SK-01/07-09/15	Trvl Shelly Kreger - AZ Rural Transp Summit-01/07-09/15-Milegae Reimbursmnt	20100 · Accounts Payable		50902 · Travel Expenses		249.12
Bill	02/28/2015	Trvl SK-02/7-10/2015	Trvl Shelly Kreger-APTA Transit CEO Conference-02/07-10/2015-Milage Reimbursmnt	20100 · Accounts Payable		50902 · Travel Expenses		160.56
Bill	06/18/2015	TrvlSK-061915	Trvl Shelly Kreger 06/18-19/15 - AZTA Board Member Retreat-Mileage	20100 · Accounts Payable		50902 · Travel Expenses		216.77
Bill	02/25/2016	TrvlSK-022516	Mileage-5310/5311 Rural Transit Workshop	20100 · Accounts Payable		50902 · Travel Expenses		160.73
Bill	04/12/2016	Trvl SK-04/12/16	AzTA Confrence Mileage 636.60*.445	20100 · Accounts Payable		50902 · Travel Expenses		283.29
Bill	06/24/2016	Trvl-SK062416	Mileage for AZTA Board Retreat	20100 · Accounts Payable		50902 · Travel Expenses		186.10
Bill	09/10/2016	Trvl-SK091016	Mileage for APTA Annual Meeting	20100 · Accounts Payable		50902 · Travel Expenses		252.76
Bill	11/16/2016	Trvl111516-SK	Travel Mileage Reimbursement 5311 Workshop 11.15.16- Shelly Kreger	20100 · Accounts Payable		50902 · Travel Expenses		161.09
Bill	01/20/2017	Trlv 1/20/17-AZRural	Mileage for travel to AZ Rural Transportation Summit 2017	20100 · Accounts Payable		50902 · Travel Expenses		181.97
Bill	02/01/2017	Trvl 2/1/17-HB2230	Mileage for travel to Phx - AZ State House of Rep HB2230	20100 · Accounts Payable		50902 · Travel Expenses		161.09
Bill	03/31/2017	Trvl-040817-041117	SKreger Reimbursement for Mileage - Travel ADOT AZTA 2017 Confrence	20100 · Accounts Payable		50902 · Travel Expenses		159.31
Bill	06/23/2017	Trvl SK062217	AZTA Board Retreat Prescott AZ - Mileage Reimbursement 418@.445	20100 · Accounts Payable		50902 · Travel Expenses		186.01
Bill	09/05/2017	TrvlSK-082917	5310 Workshop Travel Mileage	20100 · Accounts Payable		50902 · Travel Expenses		160.20
Bill	09/11/2017	TrvlSK-091117	5311 Workshop Travel-SKreger	20100 · Accounts Payable		50902 · Travel Expenses		108.78
Bill	10/20/2017	TrvlSK-102017	Az Rural Transportation Summit 2017-Skreger	20100 · Accounts Payable		50902 · Travel Expenses		187.79
Bill	04/24/2018	TR-042418-SK	AZTA Confrence-Tucson AZ - Shelly Mileage 456@.445	20100 · Accounts Payable		50902 · Travel Expenses		202.92
Bill	08/10/2018	TrvlSK-081018	Mileage Reimbursment - CTAA Sun conf 2018-794 mi @ .445	20100 · Accounts Payable		50902 · Travel Expenses		353.33
Bill	10/31/2018	TRVLSK-102418	Mileage and meal reimbursement for AZ Rural Tranps Summit-Lake Havasu	20100 · Accounts Payable		50902 · Travel Expenses		131.72
Bill	12/12/2018	Trvl 121018	Reimbursement for mileage	20100 · Accounts Payable		50902 · Travel Expenses		161.98
Bill	03/25/2019	Trvl-SK032519	Travel for Mediation-Mileage and Meals reimbursement	20100 · Accounts Payable		50902 · Travel Expenses		103.13
Bill	03/28/2019	Mileage-3.28.19	Mileage Reimbursement for meeting in Wellton w/ Larry Killman regarding Mediation	20100 · Accounts Payable		50902 · Travel Expenses		26.08
Bill	04/10/2019	TrvlSK-040719	Mileage 390 @.445	20100 · Accounts Payable		50902 · Travel Expenses		116.12
Bill	10/23/2019	TrvlSK-10/09/2019	Travel Mileage for 5311 Implementation Meeting SKreger	20100 · Accounts Payable		50902 · Travel Expenses		160.20
Bill	10/23/2019	TrvlSK-10/16/19	Travel Mileage for 2019 AZ RTS SKreger	20100 · Accounts Payable		50902 · Travel Expenses		212.71
TOTAL								4,447.52



Monthly YCIPTA board meeting report RatpDev

Oliver Cromwell GM

06/22/2020

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

COVID 19.

- Starting Monday March 30th, YCAT began operating a reduced fixed route schedule due to public health concerns and lower ridership numbers. ADA (Demand response) services have not been reduced. Safety precautions have been implemented to protect our operators and public, entry in rear door only unless wheelchair ramp is needed, reduced passenger capacity, some seats blocked off to increase passenger distance. Reduced fixed route services will remain in effect until further notice. All personal have been retained and are performing other duties i.e. extra vehicle cleaning and sanitizing (both in yard and on route), facility cleaning and sanitizing, bus stop shelter cleaning and additional maintenance.
- We have also reached out to a local companies for additional vehicle sanitizing, YICPTA will be given the three estimates for services when received.

Maintenance Audit.

- To date 316 audit discrepancies have been completed, there are 17 remaining workorders outstanding. ETA for audit completion is July 3, 2020.
- We have reached out to several companies to perform a complete maintenance audit for YCAT to confirm all discrepancies have been addressed. YICPTA will be given the three estimates for services when received.



Yuma County Intergovernmental Public Transportation Authority

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Transit Directors Report April - May 2020

- **Property Update:** Conditional Use Permit and site plan are in the process of approval. Still waiting to hear more from MCAS and City of Yuma for the septic.
- **SRTP:** Community survey is live on the YCIPTA and YMPO websites. Draft Tech memo on existing conditions should be ready for review sometime this week. Working on the Draft Public Participation Outreach Plan i.e. virtual/digital public and stakeholder engagement strategies.
- **COVID-19:** Staff has been providing press releases regarding positive cases within our organization as well as the sanitization efforts. On Monday, June 22 fogging of all of the vehicles and office space will take place nightly as well as the daily cleaning of high touch areas done throughout the day. Orders have been placed for hand sanitizing station to be placed on each vehicle, but they have been hard to acquire due to demand. Driver shields are also being sought after to be installed in all of the vehicles. Starting June 22 all passengers are required to wear face coverings and all customers entering the YCAT facility must also wear them. All employees (YCAT/YCIPTA) are required to wear face coverings while in the YCAT offices if they are not at their personal desks and maintaining the social distancing guidelines.
- **Upcoming Projects:**
 - Bus Shelter procurement
 - Strategic Plan
- **Upcoming Events/Conferences/Meetings:**
 - All have been cancelled for now

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Shelly Kreger, Transit Director



RIDERSHIP AND FARES

Period: 4/1/2020 to 4/30/2020

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopa	Vista	WC	Bikes	Guides	
Orange 2	0	0	0	0	0	0	0	0	0	632	0	0	1	0	0	0	1	0	1	32	0	634
Brown 3	0	0	0	0	0	0	0	0	0	228	0	0	0	0	0	1	0	0	0	7	0	229
Green 4	0	0	0	0	0	0	0	0	0	902	0	0	0	0	0	0	0	0	1	54	0	902
Blue 5	0	1	0	0	0	0	0	0	0	676	0	0	0	0	0	0	0	0	7	27	0	677
Purple 6	0	0	0	0	0	0	0	0	0	823	0	0	0	0	0	1	0	0	7	27	0	824
Gold 8	0	0	0	0	0	0	0	0	0	88	0	1	0	0	0	0	0	0	0	2	0	89
Silver 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turquoise 10	0	0	0	0	0	0	0	0	0	80	0	0	0	0	1	0	0	0	1	18	0	81
Yellow 95	0	0	0	0	0	0	0	0	0	6,987	0	31	0	0	3	1	0	0	59	314	0	7,022
Grand Total:	0	1	0	0	0	0	0	0	0	10,416	0	32	1	0	4	3	1	0	76	481	0	10,458

REVENUE:

Total Revenue: \$1.00
 Unclassified Revenue: \$0.00
 As a % of Total: 0.00%



RIDERSHIP AND FARES

Period: 5/1/2020 to 5/31/2020

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopa	Vista	WC	Bikes	Guides	
Orange 2	0	0	0	0	0	0	0	0	0	750	0	1	0	0	1	0	1	0	8	42	0	753
Brown 3	0	0	0	0	0	0	0	0	0	262	0	1	1	0	0	0	0	0	3	13	0	264
Green 4	0	0	0	0	0	0	0	0	0	1,147	0	0	0	0	0	0	0	0	0	55	0	1,147
Blue 5	0	0	0	0	0	0	0	0	0	571	0	0	0	0	0	0	0	0	7	33	0	571
Purple 6	0	0	0	0	0	0	0	0	0	852	0	1	0	0	0	0	0	0	17	37	0	853
Gold 8	0	0	0	0	0	0	0	0	0	111	0	0	0	0	0	0	0	0	0	2	0	111
Turquoise 10	0	0	0	0	0	0	0	0	0	119	0	0	0	0	0	0	0	0	3	15	0	119
Yellow 95	0	0	0	0	0	0	0	0	0	7,558	0	47	1	1	0	0	0	0	69	326	0	7,607
Grand Total:	0	0	0	0	0	0	0	0	0	11,370	0	50	2	1	1	0	1	0	107	523	0	11,425

REVENUE:

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



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Summary Financial Report for April 2020

This report is a summary for the period April 2020. The attached monthly profit and loss statements are unaudited figures. Expenses do not include April service billing for fixed and on call routes.

Reconciled account balances for YCIPTA checking accounts held at 1st Bank Yuma for the following months are as follows:

April 2020

Greyhound	\$1,809.77
General	\$109,980.01
Payroll	\$4,257.13
Fare Revenue	\$26,921.42

April 2020

YC Treasurer	\$106,510.13
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Greyhound sales by Month

April 2020	\$ 0.00
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Fare Revenue by Month

April 2020

YCAT	\$1,856.39
On Call	\$0.00

Accounts payable as of April 30, 2020 was \$284,218.74

Accounts receivable as of April 30, 2020 was \$797,465.25

The CAFR for FY 2018 is still being reviewed by the Auditors we were anticipating end of April for finalized CAFR but with COVID-19 and Auditors scheduled being modified this has been delayed. CAFR for FY 2019 is being worked on simultaneously and arrangements to schedule for review are being made with the Auditor. Fare revenue collected in April was deposits made first part of the month from end of March and Historical Trolley Tours fares collected in April.

**Yuma County Intergovernmental Public Transportation Auth.
Executive Board P&L**

9:34 AM

05/21/2020

Accrual Basis

April 2020

	Apr 20	Jul '19 - Apr 20	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
40000 · Intergovernmental					
40700 · Miscellaneous Revenues					
40799-3 · Advertising Sales	0.00	189.00	16,000.00	-15,811.00	1.18%
40799-4 · Greyhound Commisions - YCIPTA	-5,808.76	6,822.65	26,400.00	-19,577.35	25.84%
40799-5 · Interest	1.78	2,939.50	1,200.00	1,739.50	244.96%
40799-6 · Miscellaneous Revenues	779.58	2,195.14	2,000.00	195.14	109.76%
Total 40700 · Miscellaneous Revenues	-5,027.40	12,146.29	45,600.00	-33,453.71	26.64%
40900 · Local Funding					
40900-2 · Local Transit Dues	0.00	516,739.00	516,739.00	0.00	100.0%
40900-4 · Contributions Public Entities	52,491.75	529,793.61	557,628.00	-27,834.39	95.01%
Total 40900 · Local Funding	52,491.75	1,046,532.61	1,074,367.00	-27,834.39	97.41%
41101 · State Grants					
41101-1 · ADOT 5311	192,330.82	643,368.32	1,157,552.00	-514,183.68	55.58%
41101-2 · ADOT 5310	0.00	17,793.54	25,000.00	-7,206.46	71.17%
Total 41101 · State Grants	192,330.82	661,161.86	1,182,552.00	-521,390.14	55.91%
41300 · Federal Grant Revenue					
41399-1 · FTA 5307	0.00	870,252.00	6,046,633.00	-5,176,381.00	14.39%
41399-4 · STP Capital Grant	0.00	173,247.00	301,240.00	-127,993.00	57.51%
Total 41300 · Federal Grant Revenue	0.00	1,043,499.00	6,347,873.00	-5,304,374.00	16.44%
Total 40000 · Intergovernmental	239,795.17	2,763,339.76	8,650,392.00	-5,887,052.24	31.95%
41000 · Charges for Service					
40100 · Fare Revenue					
40101 · YCAT Fares	1,861.44	325,088.84	455,748.00	-130,659.16	71.33%
40190 · On Call Fares	0.00	1,093.54	3,600.00	-2,506.46	30.38%
Total 40100 · Fare Revenue	1,861.44	326,182.38	459,348.00	-133,165.62	71.01%
Total 41000 · Charges for Service	1,861.44	326,182.38	459,348.00	-133,165.62	71.01%
Total Income	241,656.61	3,089,522.14	9,109,740.00	-6,020,217.86	33.91%
Gross Profit	241,656.61	3,089,522.14	9,109,740.00	-6,020,217.86	33.91%
Expense					
50100 · Salaries and Wages					
50102 · Regular Salaries and Wage	24,891.09	281,722.22	368,376.00	-86,653.78	76.48%
50104 · Regular Salaries Paid Leave	1,671.29	1,671.29			
Total 50100 · Salaries and Wages	26,562.38	283,393.51	368,376.00	-84,982.49	76.93%
50200 · Fringe Benefits					

**Yuma County Intergovernmental Public Transportation Auth.
Executive Board P&L**

9:35 AM

05/21/2020

Accrual Basis

April 2019

	Apr 19	Jul '18 - Apr 19	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
40000 · Intergovernmental					
40700 · Miscellaneous Revenues					
40799-3 · Advertising Sales	0.00	793.75	16,000.00	-15,206.25	4.96%
40799-4 · Greyhound Commisions - YCIPTA	1,612.76	19,046.27	31,200.00	-12,153.73	61.05%
40799-5 · Interest	4,677.82	6,587.62	1,200.00	5,387.62	548.97%
40799-6 · Miscellaneous Revenues	102.80	1,603.29	2,000.00	-396.71	80.17%
Total 40700 · Miscellaneous Revenues	6,393.38	28,030.93	50,400.00	-22,369.07	55.62%
40900 · Local Funding					
40900-2 · Local Transit Dues	0.00	516,739.00	516,739.00	0.00	100.0%
40900-4 · Contributions Public Entities	0.00	509,721.18	494,023.00	15,698.18	103.18%
Total 40900 · Local Funding	0.00	1,026,460.18	1,010,762.00	15,698.18	101.55%
41101 · State Grants					
41101-1 · ADOT 5311	174,160.12	831,824.31	1,643,938.00	-812,113.69	50.6%
41101-2 · ADOT 5310	0.00	3,719.13	25,000.00	-21,280.87	14.88%
Total 41101 · State Grants	174,160.12	835,543.44	1,668,938.00	-833,394.56	50.06%
41300 · Federal Grant Revenue					
41399-1 · FTA 5307	190,986.00	3,298,674.00	8,618,502.00	-5,319,828.00	38.27%
41399-4 · STP Capital Grant	0.00	95,592.00	414,985.00	-319,393.00	23.04%
Total 41300 · Federal Grant Revenue	190,986.00	3,394,266.00	9,033,487.00	-5,639,221.00	37.57%
Total 40000 · Intergovernmental	371,539.50	5,284,300.55	11,763,587.00	-6,479,286.45	44.92%
41000 · Charges for Service					
40100 · Fare Revenue					
40101 · YCAT Fares	42,336.46	342,427.47	423,447.00	-81,019.53	80.87%
40190 · On Call Fares	199.00	2,675.42	6,663.00	-3,987.58	40.15%
Total 40100 · Fare Revenue	42,535.46	345,102.89	430,110.00	-85,007.11	80.24%
Total 41000 · Charges for Service	42,535.46	345,102.89	430,110.00	-85,007.11	80.24%
Total Income	414,074.96	5,629,403.44	12,193,697.00	-6,564,293.56	46.17%
Gross Profit	414,074.96	5,629,403.44	12,193,697.00	-6,564,293.56	46.17%
Expense					
50100 · Salaries and Wages					
50102 · Regular Salaries and Wage	23,179.84	247,799.43	359,677.00	-111,877.57	68.9%
Total 50100 · Salaries and Wages	23,179.84	247,799.43	359,677.00	-111,877.57	68.9%
50200 · Fringe Benefits					

April 2020

	Apr 20	Jul '19 - Apr 20	YTD Budget	\$ Over Budget	% of Budget
50201 · FICA- SS & Medicare	2,032.03	21,679.63	75,591.00	-53,911.37	28.68%
50202 · ASRS	3,216.69	34,552.65	44,610.00	-10,057.35	77.46%
50203 · Health Insurance	3,593.34	32,668.31	44,988.00	-12,319.69	72.62%
50204 · FUTA	10.23	32.65	500.00	-467.35	6.53%
50205 · Life Insurance	65.05	607.15	768.00	-160.85	79.06%
50207 · State Unemployment	0.00	0.00	3,000.00	-3,000.00	0.0%
50208 · Workers Compensation Ins	0.00	2,755.00	2,500.00	255.00	110.2%
Total 50200 · Fringe Benefits	8,917.34	92,295.39	171,957.00	-79,661.61	53.67%
50300 · Services					
50301-1 · ADA Paratransit	2,188.00	90,010.25	129,324.00	-39,313.75	69.6%
50301-2 · Accounting & Audit	0.00	0.00	38,000.00	-38,000.00	0.0%
50301-3 · Vanpool Subsidy	10,383.87	93,783.87	126,000.00	-32,216.13	74.43%
50302 · Advertising	3,703.91	43,609.31	80,000.00	-36,390.69	54.51%
50303-1 · Legal Services	960.00	17,323.50	25,800.00	-8,476.50	67.15%
50303-2 · Cash Handel/Payroll Processing	250.90	11,732.92	15,000.00	-3,267.08	78.22%
50303-3 · IT Support/Web Development	3,822.76	43,473.56	20,800.00	22,673.56	209.01%
50304 · Temporary Help	0.00	2,441.12	3,000.00	-558.88	81.37%
50305-0 · Bus Contractor	259,492.39	2,363,204.91	3,209,107.00	-845,902.09	73.64%
50305-1 · Contract Costs	0.00	21,144.76	100,000.00	-78,855.24	21.15%
50305-2 · Equipment Maintenance	0.00	2,168.03	20,000.00	-17,831.97	10.84%
50305-3 · Office Equip Repair	0.00	844.87	3,000.00	-2,155.13	28.16%
50305-4 · Vehicle Repair & Maintance	0.00	54,528.33	231,747.00	-177,218.67	23.53%
50305-5 · Building Repairs & Maintance	3,392.46	16,859.04	12,000.00	4,859.04	140.49%
50305-6 · Communications/Radio Service	0.00	8,856.71	20,000.00	-11,143.29	44.28%
50305-7 · Grounds Keeping/Pest Control	0.00	717.60	1,500.00	-782.40	47.84%
50305-8 · Software Updates/Maintenance	27,816.53	33,183.83	55,000.00	-21,816.17	60.33%
50307 · Security Services	0.00	385.00	500.00	-115.00	77.0%
Total 50300 · Services	312,010.82	2,804,267.61	4,090,778.00	-1,286,510.39	68.55%
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	10,353.53	314,890.75	458,700.00	-143,809.25	68.65%
50499-1 · Office Supplies	812.07	8,871.01	3,000.00	5,871.01	295.7%
50499-2 · Postage	104.02	1,015.65	1,500.00	-484.35	67.71%
50499-3 · Printing	68.35	18,711.52	20,000.00	-1,288.48	93.56%
50499-4 · Misc Materials & Supplies	1,321.17	4,742.61	35,400.00	-30,657.39	13.4%
Total 50400 · Materials and Supplies	12,659.14	348,231.54	518,600.00	-170,368.46	67.15%
50500 · Utilities					
50501 · Electricity	1,047.79	11,923.17	17,000.00	-5,076.83	70.14%
50502-1 · Refuse Disposal	213.28	2,139.57	2,000.00	139.57	106.98%

April 2019

	Apr 19	Jul '18 - Apr 19	YTD Budget	\$ Over Budget	% of Budget
50201 · FICA-SS & Medicare	1,773.26	19,813.13	72,691.00	-52,877.87	27.26%
50202 · ASRS	4,102.83	29,221.43	42,442.00	-13,220.57	68.85%
50203 · Health Insurance	3,324.96	33,387.28	43,488.00	-10,100.72	76.77%
50204 · FUTA	9.70	287.25	500.00	-212.75	57.45%
50205 · Life Insurance	60.55	562.90	768.00	-205.10	73.29%
50207 · State Unemployment	0.00	5,520.00	3,000.00	2,520.00	184.0%
50208 · Workers Compensation Ins	0.00	1,127.30	2,500.00	-1,372.70	45.09%
Total 50200 · Fringe Benefits	9,271.30	89,919.29	165,389.00	-75,469.71	54.37%
50300 · Services					
50301-1 · ADA Paratransit	22,218.49	112,995.44	126,000.00	-13,004.56	89.68%
50301-2 · Accounting & Audit	0.00	12,000.00	28,000.00	-16,000.00	42.86%
50301-3 · Vanpool Subsidy	9,600.00	97,680.00	0.00	97,680.00	100.0%
50302 · Advertising	4,360.95	39,844.95	80,000.00	-40,155.05	49.81%
50303-1 · Legal Services	5,553.75	37,250.25	45,000.00	-7,749.75	82.78%
50303-2 · Cash Handel/Payroll Processing	725.20	6,869.20	6,500.00	369.20	105.68%
50303-3 · IT Support/Web Development	2,246.51	10,727.27	15,000.00	-4,272.73	71.52%
50304 · Temporary Help	0.00	3,266.38	3,000.00	266.38	108.88%
50305-0 · Bus Contractor	483,107.84	2,413,436.99	2,892,863.00	-479,426.01	83.43%
50305-1 · Contract Costs	2,083.33	91,978.86	100,000.00	-8,021.14	91.98%
50305-2 · Equipment Maintenance	0.00	5,444.39	40,000.00	-34,555.61	13.61%
50305-3 · Office Equip Repair	0.00	1,222.42	3,000.00	-1,777.58	40.75%
50305-4 · Vehicle Repair & Maintance	496.06	201,385.48	280,000.00	-78,614.52	71.92%
50305-5 · Building Repairs & Maintance	6.48	8,840.58	12,000.00	-3,159.42	73.67%
50305-6 · Communications/Radio Service	0.00	14,930.09	20,000.00	-5,069.91	74.65%
50305-7 · Grounds Keeping/Pest Control	39.00	390.00	2,500.00	-2,110.00	15.6%
50305-8 · Software Updates/Maintenance	705.00	3,404.81	55,000.00	-51,595.19	6.19%
50306-1 · Bus Cleaning Services	0.00	7,813.80			
50307 · Security Services	0.00	275.00	500.00	-225.00	55.0%
Total 50300 · Services	531,142.61	3,069,755.91	3,709,363.00	-639,607.09	82.76%
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	40,813.00	344,009.02	400,000.00	-55,990.98	86.0%
50499-1 · Office Supplies	267.12	3,025.80	3,000.00	25.80	100.86%
50499-2 · Postage	0.00	852.27	3,000.00	-2,147.73	28.41%
50499-3 · Printing	539.54	14,076.44	25,000.00	-10,923.56	56.31%
50499-4 · Misc Materials & Supplies	78.86	1,292.19	35,400.00	-34,107.81	3.65%
Total 50400 · Materials and Supplies	41,698.52	363,255.72	466,400.00	-103,144.28	77.89%
50500 · Utilities					
50501 · Electricity	1,005.84	12,540.78	17,000.00	-4,459.22	73.77%
50502-1 · Refuse Disposal	173.14	1,614.22	1,500.00	114.22	107.62%

April 2020

	Apr 20	Jul '19 - Apr 20	YTD Budget	\$ Over Budget	% of Budget
50502-2 · Water - Offices	150.17	1,254.11	1,500.00	-245.89	83.61%
Total 50500 · Utilities	1,411.24	15,316.85	20,500.00	-5,183.15	74.72%
50600 · Casualty and Liability Insuranc					
50608-1 · Gen Liab Insurance	0.00	7,473.53	4,000.00	3,473.53	186.84%
50608-2 · Prof. Liability Insurance	0.00	2,196.67	3,500.00	-1,303.33	62.76%
50608-3 · Automobile Insurance	0.00	0.00	4,500.00	-4,500.00	0.0%
Total 50600 · Casualty and Liability Insuranc	0.00	9,670.20	12,000.00	-2,329.80	80.59%
50900 · Miscellaneous Expenses					
50901 · Memberships/Dues/Subscriptions	397.75	12,653.70	15,000.00	-2,346.30	84.36%
50902 · Travel Expenses	0.00	21,041.23	30,000.00	-8,958.77	70.14%
50906 · Finance Charges/Penalties	22.10	38,844.70	5,000.00	33,844.70	776.89%
50999-1 · License and Permits	0.00	128.00	300.00	-172.00	42.67%
50999-2 · Training/Education	0.00	3,180.00	75,044.00	-71,864.00	4.24%
50999-3 · Other Misc Expense	6,159.38	19,738.61			
50999-5 · Telephone/Internet	683.63	6,983.24	8,000.00	-1,016.76	87.29%
Total 50900 · Miscellaneous Expenses	7,262.86	102,569.48	133,344.00	-30,774.52	76.92%
51200 · Leases and Rentals					
51212-1 · Building Lease	4,200.00	42,000.00	50,400.00	-8,400.00	83.33%
Total 51200 · Leases and Rentals	4,200.00	42,000.00	50,400.00	-8,400.00	83.33%
51600 · Capital Outlay					
51600-1 · Capital Outlay - less than \$5k	7.31	7.31			
51600-3 · Buildings/Mutli Modal Center	0.00	0.00	2,933,711.00	-2,933,711.00	0.0%
51600-4 · Land	0.00	10,000.00			
51600-5 · Automobiles	0.00	113,878.40	163,224.00	-49,345.60	69.77%
51600-6 · Furniture and Equipment	1,474.00	106,180.00	646,850.00	-540,670.00	16.42%
Total 51600 · Capital Outlay	1,481.31	230,065.71	3,743,785.00	-3,513,719.29	6.15%
Total Expense	374,505.09	3,927,810.29	9,109,740.00	-5,181,929.71	43.12%
Net Ordinary Income	-132,848.48	-838,288.15	0.00	-838,288.15	100.0%
Net Income	-132,848.48	-838,288.15	0.00	-838,288.15	100.0%

April 2019

	Apr 19	Jul '18 - Apr 19	YTD Budget	\$ Over Budget	% of Budget
50502-2 · Water - Offices	95.52	961.97	1,500.00	-538.03	64.13%
Total 50500 · Utilities	1,274.50	15,116.97	20,000.00	-4,883.03	75.59%
50600 · Casualty and Liability Insuranc					
50608-1 · Gen Liab Insurance	0.00	4,961.65	3,900.00	1,061.65	127.22%
50608-2 · Prof. Liability Insurance	0.00	0.00	3,500.00	-3,500.00	0.0%
50608-3 · Automobile Insurance	0.00	3,984.00	3,900.00	84.00	102.15%
Total 50600 · Casualty and Liability Insuranc	0.00	8,945.65	11,300.00	-2,354.35	79.17%
50900 · Miscellaneous Expenses					
50901 · Memberships/Dues/Subscriptions	160.00	10,248.40	18,000.00	-7,751.60	56.94%
50902 · Travel Expenses	4,238.19	24,118.29	30,000.00	-5,881.71	80.39%
50906 · Finance Charges/Penalties	19,518.63	22,127.07	5,000.00	17,127.07	442.54%
50999-1 · License and Permits	0.00	98.00	300.00	-202.00	32.67%
50999-2 · Training/Education	0.00	2,369.00	25,000.00	-22,631.00	9.48%
50999-3 · Other Misc Expense	0.00	6,989.36	200,000.00	-193,010.64	3.5%
50999-5 · Telephone/Internet	594.93	6,349.00	8,000.00	-1,651.00	79.36%
Total 50900 · Miscellaneous Expenses	24,511.75	72,299.12	286,300.00	-214,000.88	25.25%
51200 · Leases and Rentals					
51212-1 · Building Lease	4,200.00	42,000.00	50,400.00	-8,400.00	83.33%
51212-2 · Leases Rental Equipment	0.00	0.00	1,000.00	-1,000.00	0.0%
Total 51200 · Leases and Rentals	4,200.00	42,000.00	51,400.00	-9,400.00	81.71%
51600 · Capital Outlay					
51600-3 · Buildings/Mutli Modal Center	0.00	0.00	3,499,492.00	-3,499,492.00	0.0%
51600-5 · Automobiles	0.00	2,219,045.29	2,567,733.00	-348,687.71	86.42%
51600-6 · Furniture and Equipment	35,825.00	466,769.71	1,056,643.00	-589,873.29	44.18%
Total 51600 · Capital Outlay	35,825.00	2,685,815.00	7,123,868.00	-4,438,053.00	37.7%
Total Expense	671,103.52	6,594,907.09	12,193,697.00	-5,598,789.91	54.09%
Net Ordinary Income	-257,028.56	-965,503.65	0.00	-965,503.65	100.0%
Net Income	-257,028.56	-965,503.65	0.00	-965,503.65	100.0%



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 for May 2020

This report is a summary for the period May 2020. The attached monthly profit and loss statements are unaudited figures. Expenses do not include April service billing for fixed and on call routes.

Reconciled account balances for YCIPTA checking accounts held at 1st Bank Yuma for the following months are as follows:

May 2020

Greyhound	\$2,443.81
General	\$110,435.64
Payroll	\$15,307.97
Fare Revenue	\$1,649.89

May 2020

YC Treasurer	\$20,347.54
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Greyhound sales by Month

May 2020	\$ 0.00
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Fare Revenue by Month

May 2020

YCAT	\$0.00
On Call	\$0.00

Accounts payable as of May 31, 2020 was \$270,704.96

Accounts receivable as of May 31, 2020 was \$235,720.26

The CAFR for FY 2018 is in the final stages with the Auditors. Due to COVID-19 the Auditors schedule has been modified; which is a major factor in the delays. CAFR for FY 2019 is being worked on simultaneously and arrangements to schedule for review are being made with the Auditor. YCIPTA has not collected any fare revenue for the month of May due to COVID-19. YCIPTA has also had the office closed to the public therefore Greyhound services were suspended during the month of May 2020.

**Yuma County Intergovernmental Public Transportation Auth.
Executive Board P&L
May 2020**

	May 20	Jul '19 - May 20	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
40000 · Intergovernmental					
40700 · Miscellaneous Revenues					
40799-3 · Advertising Sales	0.00	189.00	16,000.00	-15,811.00	1.18%
40799-4 · Greyhound Commisions - YCIPTA	0.00	6,822.65	26,400.00	-19,577.35	25.84%
40799-5 · Interest	88.62	3,230.50	1,200.00	2,030.50	269.21%
40799-6 · Miscellaneous Revenues	62.65	2,257.79	2,000.00	257.79	112.89%
Total 40700 · Miscellaneous Revenues	151.27	12,499.94	45,600.00	-33,100.06	27.41%
40900 · Local Funding					
40900-2 · Local Transit Dues	0.00	516,739.00	516,739.00	0.00	100.0%
40900-4 · Contributions Public Entities	0.00	529,793.61	557,628.00	-27,834.39	95.01%
Total 40900 · Local Funding	0.00	1,046,532.61	1,074,367.00	-27,834.39	97.41%
41101 · State Grants					
41101-1 · ADOT 5311	0.00	676,708.18	1,157,552.00	-480,843.82	58.46%
41101-2 · ADOT 5310	0.00	17,793.54	25,000.00	-7,206.46	71.17%
Total 41101 · State Grants	0.00	694,501.72	1,182,552.00	-488,050.28	58.73%
41300 · Federal Grant Revenue					
41399-1 · FTA 5307	0.00	870,252.00	6,046,633.00	-5,176,381.00	14.39%
41399-4 · STP Capital Grant	0.00	173,247.00	301,240.00	-127,993.00	57.51%
Total 41300 · Federal Grant Revenue	0.00	1,043,499.00	6,347,873.00	-5,304,374.00	16.44%
Total 40000 · Intergovernmental	151.27	2,797,033.27	8,650,392.00	-5,853,358.73	32.33%
41000 · Charges for Service					
40100 · Fare Revenue					
40101 · YCAT Fares	0.00	325,093.89	455,748.00	-130,654.11	71.33%
40190 · On Call Fares	0.00	1,093.54	3,600.00	-2,506.46	30.38%
Total 40100 · Fare Revenue	0.00	326,187.43	459,348.00	-133,160.57	71.01%
Total 41000 · Charges for Service	0.00	326,187.43	459,348.00	-133,160.57	71.01%
Total Income	151.27	3,123,220.70	9,109,740.00	-5,986,519.30	34.28%
Gross Profit	151.27	3,123,220.70	9,109,740.00	-5,986,519.30	34.28%
Expense					
50100 · Salaries and Wages					
50102 · Regular Salaries and Wage	25,414.81	307,137.03	368,376.00	-61,238.97	83.38%
50104 · Regular Salaries Paid Leave	2,481.57	4,152.86			
Total 50100 · Salaries and Wages	27,896.38	311,289.89	368,376.00	-57,086.11	84.5%
50200 · Fringe Benefits					
50201 · FICA- SS & Medicare	2,077.64	23,757.27	75,591.00	-51,833.73	31.43%
50202 · ASRS	3,378.24	37,930.89	44,610.00	-6,679.11	85.03%
50203 · Health Insurance	3,593.34	36,261.65	44,988.00	-8,726.35	80.6%
50204 · FUTA	0.00	32.65	500.00	-467.35	6.53%

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	May 19	Jul '18 - May 19	YTD Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
40000 · Intergovernmental					
40700 · Miscellaneous Revenues					
40799-3 · Advertising Sales	0.00	793.75	16,000.00	-15,206.25	4.96%
40799-4 · Greyhound Commisions - YCIPTA	1,010.98	20,057.25	31,200.00	-11,142.75	64.29%
40799-5 · Interest	2,315.85	8,903.47	1,200.00	7,703.47	741.96%
40799-6 · Miscellaneous Revenues	1,106.51	2,709.80	2,000.00	709.80	135.49%
Total 40700 · Miscellaneous Revenues	4,433.34	32,464.27	50,400.00	-17,935.73	64.41%
40900 · Local Funding					
40900-2 · Local Transit Dues	0.00	516,739.00	516,739.00	0.00	100.0%
40900-4 · Contributions Public Entities	15,471.04	525,192.22	494,023.00	31,169.22	106.31%
Total 40900 · Local Funding	15,471.04	1,041,931.22	1,010,762.00	31,169.22	103.08%
41101 · State Grants					
41101-1 · ADOT 5311	106,558.70	1,166,175.44	1,643,938.00	-477,762.56	70.94%
41101-2 · ADOT 5310	0.00	3,719.13	25,000.00	-21,280.87	14.88%
Total 41101 · State Grants	106,558.70	1,169,894.57	1,668,938.00	-499,043.43	70.1%
41300 · Federal Grant Revenue					
41399-1 · FTA 5307	110,618.00	3,409,292.00	8,618,502.00	-5,209,210.00	39.56%
41399-4 · STP Capital Grant	0.00	95,592.00	414,985.00	-319,393.00	23.04%
Total 41300 · Federal Grant Revenue	110,618.00	3,504,884.00	9,033,487.00	-5,528,603.00	38.8%
Total 40000 · Intergovernmental	237,081.08	5,749,174.06	11,763,587.00	-6,014,412.94	48.87%
41000 · Charges for Service					
40100 · Fare Revenue					
40101 · YCAT Fares	37,151.20	379,578.67	423,447.00	-43,868.33	89.64%
40190 · On Call Fares	67.00	2,742.42	6,663.00	-3,920.58	41.16%
Total 40100 · Fare Revenue	37,218.20	382,321.09	430,110.00	-47,788.91	88.89%
Total 41000 · Charges for Service	37,218.20	382,321.09	430,110.00	-47,788.91	88.89%
Total Income	274,299.28	6,131,495.15	12,193,697.00	-6,062,201.85	50.28%
Gross Profit	274,299.28	6,131,495.15	12,193,697.00	-6,062,201.85	50.28%
Expense					
50100 · Salaries and Wages					
50102 · Regular Salaries and Wage	26,912.61	274,712.04	359,677.00	-84,964.96	76.38%
Total 50100 · Salaries and Wages	26,912.61	274,712.04	359,677.00	-84,964.96	76.38%
50200 · Fringe Benefits					
50201 · FICA- SS & Medicare	2,058.81	21,871.94	72,691.00	-50,819.06	30.09%
50202 · ASRS	2,752.30	31,973.73	42,442.00	-10,468.27	75.34%
50203 · Health Insurance	3,008.32	36,395.60	43,488.00	-7,092.40	83.69%
50204 · FUTA	0.00	287.25	500.00	-212.75	57.45%

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	May 20	Jul '19 - May 20	YTD Budget	\$ Over Budget	% of Budget
50205 · Life Insurance	78.40	685.55	768.00	-82.45	89.26%
50207 · State Unemployment	0.00	0.00	3,000.00	-3,000.00	0.0%
50208 · Workers Compensation Ins	0.00	2,755.00	2,500.00	255.00	110.2%
Total 50200 · Fringe Benefits	9,127.62	101,423.01	171,957.00	-70,533.99	58.98%
50300 · Services					
50301-1 · ADA Paratransit	0.00	92,198.25	129,324.00	-37,125.75	71.29%
50301-2 · Accounting & Audit	0.00	0.00	38,000.00	-38,000.00	0.0%
50301-3 · Vanpool Subsidy	10,509.68	104,293.55	126,000.00	-21,706.45	82.77%
50302 · Advertising	3,110.24	46,719.55	80,000.00	-33,280.45	58.4%
50303-1 · Legal Services	960.00	18,283.50	25,800.00	-7,516.50	70.87%
50303-2 · Cash Handel/Payroll Processing	151.82	11,884.74	15,000.00	-3,115.26	79.23%
50303-3 · IT Support/Web Development	2,070.00	45,543.56	20,800.00	24,743.56	218.96%
50304 · Temporary Help	0.00	2,441.12	3,000.00	-558.88	81.37%
50305-0 · Bus Contractor	0.00	2,606,352.59	3,209,107.00	-602,754.41	81.22%
50305-1 · Contract Costs	2,083.33	23,228.09	100,000.00	-76,771.91	23.23%
50305-2 · Equipment Maintenance	0.00	3,035.33	20,000.00	-16,964.67	15.18%
50305-3 · Office Equip Repair	0.00	844.87	3,000.00	-2,155.13	28.16%
50305-4 · Vehicle Repair & Maintance	2,691.90	57,220.23	231,747.00	-174,526.77	24.69%
50305-5 · Building Repairs & Maintance	2,509.38	19,368.42	12,000.00	7,368.42	161.4%
50305-6 · Communications/Radio Service	0.00	8,856.71	20,000.00	-11,143.29	44.28%
50305-7 · Grounds Keeping/Pest Control	0.00	717.60	1,500.00	-782.40	47.84%
50305-8 · Software Updates/Maintenance	0.00	33,183.83	55,000.00	-21,816.17	60.33%
50307 · Security Services	0.00	385.00	500.00	-115.00	77.0%
Total 50300 · Services	24,086.35	3,074,556.94	4,090,778.00	-1,016,221.06	75.16%
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	10,194.36	325,085.11	458,700.00	-133,614.89	70.87%
50499-1 · Office Supplies	0.00	8,871.01	3,000.00	5,871.01	295.7%
50499-2 · Postage	10.81	1,026.46	1,500.00	-473.54	68.43%
50499-3 · Printing	412.85	19,124.37	20,000.00	-875.63	95.62%
50499-4 · Misc Materials & Supplies	1,149.17	6,309.68	35,400.00	-29,090.32	17.82%
Total 50400 · Materials and Supplies	11,767.19	360,416.63	518,600.00	-158,183.37	69.5%
50500 · Utilities					
50501 · Electricity	1,241.34	13,164.51	17,000.00	-3,835.49	77.44%
50502-1 · Refuse Disposal	208.34	2,347.91	2,000.00	347.91	117.4%
50502-2 · Water - Offices	179.55	1,433.66	1,500.00	-66.34	95.58%
Total 50500 · Utilities	1,629.23	16,946.08	20,500.00	-3,553.92	82.66%
50600 · Casualty and Liability Insuranc					
50608-1 · Gen Liab Insurance	0.00	7,473.53	4,000.00	3,473.53	186.84%
50608-2 · Prof. Liability Insurance	0.00	2,196.67	3,500.00	-1,303.33	62.76%

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	May 19	Jul '18 - May 19	YTD Budget	\$ Over Budget	% of Budget
50205 · Life Insurance	62.05	624.95	768.00	-143.05	81.37%
50207 · State Unemployment	0.00	5,520.00	3,000.00	2,520.00	184.0%
50208 · Workers Compensation Ins	0.00	1,127.30	2,500.00	-1,372.70	45.09%
Total 50200 · Fringe Benefits	7,881.48	97,800.77	165,389.00	-67,588.23	59.13%
50300 · Services					
50301-1 · ADA Paratransit	9,579.82	122,575.26	126,000.00	-3,424.74	97.28%
50301-2 · Accounting & Audit	0.00	12,000.00	28,000.00	-16,000.00	42.86%
50301-3 · Vanpool Subsidy	9,300.00	106,980.00	0.00	106,980.00	100.0%
50302 · Advertising	3,452.58	43,297.53	80,000.00	-36,702.47	54.12%
50303-1 · Legal Services	1,440.00	38,690.25	45,000.00	-6,309.75	85.98%
50303-2 · Cash Handel/Payroll Processing	576.12	7,445.32	6,500.00	945.32	114.54%
50303-3 · IT Support/Web Development	845.00	11,572.27	15,000.00	-3,427.73	77.15%
50304 · Temporary Help	0.00	3,266.38	3,000.00	266.38	108.88%
50305-0 · Bus Contractor	237,121.26	2,650,558.25	2,892,863.00	-242,304.75	91.62%
50305-1 · Contract Costs	2,083.33	94,062.19	100,000.00	-5,937.81	94.06%
50305-2 · Equipment Maintenance	0.00	5,444.39	40,000.00	-34,555.61	13.61%
50305-3 · Office Equip Repair	0.00	1,222.42	3,000.00	-1,777.58	40.75%
50305-4 · Vehicle Repair & Maintance	0.00	201,385.48	280,000.00	-78,614.52	71.92%
50305-5 · Building Repairs & Maintance	0.00	8,840.58	12,000.00	-3,159.42	73.67%
50305-6 · Communications/Radio Service	0.00	14,930.09	20,000.00	-5,069.91	74.65%
50305-7 · Grounds Keeping/Pest Control	39.00	429.00	2,500.00	-2,071.00	17.16%
50305-8 · Software Updates/Maintenance	0.00	3,404.81	55,000.00	-51,595.19	6.19%
50306-1 · Bus Cleaning Services	0.00	7,813.80			
50307 · Security Services	0.00	275.00	500.00	-225.00	55.0%
Total 50300 · Services	264,437.11	3,334,193.02	3,709,363.00	-375,169.98	89.89%
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	40,309.48	384,318.50	400,000.00	-15,681.50	96.08%
50499-1 · Office Supplies	535.66	3,561.46	3,000.00	561.46	118.72%
50499-2 · Postage	60.00	912.27	3,000.00	-2,087.73	30.41%
50499-3 · Printing	370.24	14,446.68	25,000.00	-10,553.32	57.79%
50499-4 · Misc Materials & Supplies	42.47	1,334.66	35,400.00	-34,065.34	3.77%
Total 50400 · Materials and Supplies	41,317.85	404,573.57	466,400.00	-61,826.43	86.74%
50500 · Utilities					
50501 · Electricity	1,152.51	13,693.29	17,000.00	-3,306.71	80.55%
50502-1 · Refuse Disposal	173.14	1,787.36	1,500.00	287.36	119.16%
50502-2 · Water - Offices	99.58	1,061.55	1,500.00	-438.45	70.77%
Total 50500 · Utilities	1,425.23	16,542.20	20,000.00	-3,457.80	82.71%
50600 · Casualty and Liability Insuranc					
50608-1 · Gen Liab Insurance	0.00	4,961.65	3,900.00	1,061.65	127.22%
50608-2 · Prof. Liability Insurance	0.00	0.00	3,500.00	-3,500.00	0.0%

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50608-3 · Automobile Insurance	0.00	0.00	4,500.00	-4,500.00	0.0%
Total 50600 · Casualty and Liability Insuranc	0.00	9,670.20	12,000.00	-2,329.80	80.59%
50900 · Miscellaneous Expenses					
50901 · Memberships/Dues/Subscriptions	160.00	12,813.70	15,000.00	-2,186.30	85.43%
50902 · Travel Expenses	-230.98	20,810.25	30,000.00	-9,189.75	69.37%
50906 · Finance Charges/Penalties	17,264.84	56,109.54	5,000.00	51,109.54	1,122.19%
50999-1 · License and Permits	0.00	128.00	300.00	-172.00	42.67%
50999-2 · Training/Education	0.00	3,180.00	75,044.00	-71,864.00	4.24%
50999-3 · Other Misc Expense	0.00	19,738.61			
50999-5 · Telephone/Internet	548.37	7,531.61	8,000.00	-468.39	94.15%
Total 50900 · Miscellaneous Expenses	17,742.23	120,311.71	133,344.00	-13,032.29	90.23%
51200 · Leases and Rentals					
51212-1 · Building Lease	4,200.00	46,200.00	50,400.00	-4,200.00	91.67%
Total 51200 · Leases and Rentals	4,200.00	46,200.00	50,400.00	-4,200.00	91.67%
51600 · Capital Outlay					
51600-3 · Buildings/Mutli Modal Center	1,665.00	1,665.00	2,933,711.00	-2,932,046.00	0.06%
51600-4 · Land	0.00	10,000.00			
51600-5 · Automobiles	0.00	113,878.40	163,224.00	-49,345.60	69.77%
51600-6 · Furniture and Equipment	-150.00	106,030.00	646,850.00	-540,820.00	16.39%
Total 51600 · Capital Outlay	1,515.00	231,573.40	3,743,785.00	-3,512,211.60	6.19%
Total Expense	97,964.00	4,272,387.86	9,109,740.00	-4,837,352.14	46.9%
Net Ordinary Income	-97,812.73	-1,149,167.16	0.00	-1,149,167.16	100.0%
Net Income	-97,812.73	-1,149,167.16	0.00	-1,149,167.16	100.0%

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50608-3 · Automobile Insurance	0.00	3,984.00	3,900.00	84.00	102.15%
Total 50600 · Casualty and Liability Insuranc	0.00	8,945.65	11,300.00	-2,354.35	79.17%
50900 · Miscellaneous Expenses					
50901 · Memberships/Dues/Subscriptions	195.00	10,443.40	18,000.00	-7,556.60	58.02%
50902 · Travel Expenses	1,453.75	25,572.04	30,000.00	-4,427.96	85.24%
50906 · Finance Charges/Penalties	674.24	22,801.31	5,000.00	17,801.31	456.03%
50999-1 · License and Permits	0.00	98.00	300.00	-202.00	32.67%
50999-2 · Training/Education	0.00	2,369.00	25,000.00	-22,631.00	9.48%
50999-3 · Other Misc Expense	264.77	7,254.13	200,000.00	-192,745.87	3.63%
50999-5 · Telephone/Internet	594.31	6,943.31	8,000.00	-1,056.69	86.79%
Total 50900 · Miscellaneous Expenses	3,182.07	75,481.19	286,300.00	-210,818.81	26.36%
51200 · Leases and Rentals					
51212-1 · Building Lease	4,200.00	46,200.00	50,400.00	-4,200.00	91.67%
51212-2 · Leases Rental Equipment	0.00	0.00	1,000.00	-1,000.00	0.0%
Total 51200 · Leases and Rentals	4,200.00	46,200.00	51,400.00	-5,200.00	89.88%
51600 · Capital Outlay					
51600-3 · Buildings/Mutli Modal Center	0.00	0.00	3,499,492.00	-3,499,492.00	0.0%
51600-5 · Automobiles	7,522.40	2,226,567.69	2,567,733.00	-341,165.31	86.71%
51600-6 · Furniture and Equipment	18,945.42	485,715.13	1,056,643.00	-570,927.87	45.97%
Total 51600 · Capital Outlay	26,467.82	2,712,282.82	7,123,868.00	-4,411,585.18	38.07%
Total Expense	375,824.17	6,970,731.26	12,193,697.00	-5,222,965.74	57.17%
Net Ordinary Income	-101,524.89	-839,236.11	0.00	-839,236.11	100.0%
Net Income	-101,524.89	-839,236.11	0.00	-839,236.11	100.0%