



Yuma County Intergovernmental Public Transportation Authority

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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:

MONDAY, June 27, 2016 – 1:30 PM
Yuma County Department of Development Services – Aldrich Hall
2351 West 26th Street -- Yuma, AZ, 85364

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 legal advice or counsel permitted pursuant to A.R.S. §§ 38-431.03(A)(3). The Chairman or other presiding officer shall instruct the persons present at the executive session regarding the confidentiality requirements of the Open Meeting Laws.

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

The agenda for the meeting is as follows:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

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 May 23, 2016 regular minutes. Pg. 4

DISCUSSION & ACTION ITEMS:

1. Discussion and or action regarding the First 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 and the Eastern Imperial County Transit Operations and Implementation Business Plan. **Pg. 9**
2. Discussion and or action regarding the Amended Schedule B of the Independent Contractor Agreement between Yuma County Intergovernmental Public Transportation Authority and Saguaro Transportations Services. **Pg. 31**
3. Discussion and or action regarding the Legal Services RFP and award of contract to Byrne & Benesch, P.C. **Pg. 75**
4. Discussion and or action to approve the Amended Personnel Policies. **Pg. 77**
5. Discussion regarding the San Luis Transit Circulation Study Draft Final Report. **Pg. 125**

PROGRESS REPORTS:

1. Operations Manager Report – Tiffany Turner, National Express Operations Manager. *No action is required.* **Pg. 161**
2. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.* **Pg. 162**
3. Transit Ridership & Customer Comment Report – Carol Perez, Management Analyst/Mobility Manager *No action is required.* **Pg. 164**

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Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

-
4. Financial Report – Chona Medel, YCIPTA Financial Services Operations
Manager. *No action is required.* **Pg. 168**

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

The next Board meeting is Monday, July 25, 2016 and will be held at Aldrich Hall, Yuma County Department of Development Services, 2351 West 26th Street -- Yuma, AZ, 85364. Agenda items to discuss are to be determined. The public is invited to attend.

ADJOURNMENT

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Transportation Authority (YCIPTA) met in Regular Session on Monday, May 23, 2016 at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ, 85364. The Chairman called the meeting to order at 1:31 p.m.

Members present:

Brian Golding, Sr./Quechan Indian Tribe
Paul Soto/Cocopah Indian Tribe
Bill Lee/City of Somerton/Secretary/Treasurer
Greg Wilkinson/City of Yuma
Larry Killman/ Town of Wellton
Michael Sabath/Northern Arizona University
Susan Thorpe/Yuma County
Glenn Mayle/Arizona Western College

Members Excused:

Ralph Velez/City of San Luis

Other Present:

Shelly Kreger/YCIPTA/Transit Director
Chona Medel/YCIPTA/Financial Services Operations Manager
Carol Perez/YCIPTA/Management Analyst
Sergio Ortiz/National Express/Maintenance Manager

The Pledge of Allegiance was led by Mr. Michael Sabath.

CALL TO PUBLIC:

No. 1: Gene Dalbey – Yuma Region Bicycle Coalition (YRBC)

Mr. Dalbey stated that the Yuma Region Bicycle Coalition wanted to collaborate with YCAT and was hoping to get some time on a future agenda to discuss bicycles. Mr. Dalbey also stated that Yuma is almost named a bicycle friendly community by League of American Bicyclists. The YRBC wants to work with others in the community to make it official. Mr. Dalbey also stated he appreciated that all of the buses have bike racks.

No. 2: Luis Martinez – General Public/ YCAT Rider

Mr. Martinez stated that he regularly uses YCAT. He further stated that YCAT has issues in regards to governance and is concerned with the future of transportation in Yuma. Mr. Martinez also stated that YCAT has a disconnect from the public and would like to see that each constituency have an office where the public can provide feedback in regards to the YCAT System.

CONSENT CALENDAR:

No. 1: Adopt the April 18, 2016 regular minutes.

No. 2: Adopt the April 18, 2016 executive session minutes.

MOTION (Lee/Mayle): Approve items as presented with amendments to consent calendar no. 1 for scrivener's error.

VOICE VOTE: Motion Carries, 8-0 with Mr. Velez excused.

PRESENTATIONS:

No. 1: San Luis Transit Route Circulation Study – Alex Lange, Kimley Horn

Mr. Lange stated that Mrs. Kreger has been great in assisting and providing information both operationally and local. Mr. Lange stated that there seem to be a great demand for service in San Luis and that currently taxis are fulfilling that demand. He further stated that the prior week there was an incident involving a taxi (van) that was pulled over and cited by San Luis Police Department due to have 14 students on board.

Mr. Lange reviewed the process of determining the potential routes. Mr. Lange stated that there were discussions and surveys to determine key activity centers to ensure that the route is successful. All the information and input was used to create a potential route and four alternatives. Mr. Lange stated that these potential routes were presented to the TAC and a preferred alternative was created to include Yellow 95.

Mr. Lange stated that along with the route they plan on adding high visibility cross walk or bulb-out and installing six (6) to seven (7) shelters (mainly along Main St and Juan Sanchez Boulevard).

Mr. Wilkinson inquired if the City Council for the City of San Luis had approved the costs. Mrs. Kreger stated that they were originally quoted a higher amount and will be presenting an update to the Board the following Wednesday.

Mr. Wilkinson inquired if the City of San Luis would be purchasing their own bus to run the service. Mrs. Kreger stated that it had been discussed nothing finalized. Need of new buses for fleet. Not really San Luis bus but would be used as part of fleet.

Mr. Golding inquired if the bus stop standards were shared with City of San Luis. Mrs. Kreger stated that the City of San Luis was aware of the bus stop standards.

No action was taken.

DISCUSSION & ACTION ITEMS:

No. 1: Discussion and or action regarding YCIPTA's application for the Rides to Wellness Demonstration and Innovative Coordinated Access and Mobility Grants as a pass-through to Saguaro Transportation Services

Mrs. Kreger stated that Saguaro Transportation Services (STS) requested YCIPTA to apply for this grant as a pass-through to STS due to YCIPTA being a designated recipient. Mrs. Kreger stated that Mr. Eduardo Castro, Transportation Director, STS was present and would provide more information in regards to the grant.

Mr. Castro stated that the grant would fund enhancements to an existing module for providing non- emergency medical transportation for those not already receiving services through another federally qualified services.

Mr. Sabath inquired in regards to how much money is being applied for. Mrs. Kreger stated that \$300,000 is what is requested by STS for this grant.

Ms. Thorpe inquired in regards to the length of the program. Mr. Castro stated that it was a

one-year pilot program.

Mr. Golding inquired in regards to how the Rides to Wellness program differs from the current service provided by YCAT OnCall. Mr. Castro stated that the Rides to Wellness program target people that are outside of those parameters of what is offered by YCAT OnCall as well as services provided by 5307 funding through STS.

Mr. Golding inquired if there would be an application process for these services. Mr. Castro stated that it would only be need to be non-emergency medical trip such as a doctor appointment or a trip to pick up prescription medication. Discussion ensued in regards to how STS ensure that the trips were strictly medical.

MOTION (Mayle/Thrope): Approve items as presented
VOICE VOTE: Motion Carries, 8-0 with Mr. Velez excused.

No. 2: Action to adopt Resolution No. 2016-001, authorizing the Transit Director to file for FTA funding for Fiscal Year 2016-2017.

Mrs. Kreger stated that this is an annual resolution that needs Board Approval. No changes from the previous Resolution in 2015.

MOTION (Lee/Wilkinson): Approve items as presented
VOICE VOTE: Motion Carries, 8-0 with Mr. Velez excused.

No. 3: Discussion and or action to approve the Second Amendment of the Independent Contractors Agreement with All Access Media for transit advertising services.

Mrs. Kreger stated that YCIPTA previously had two contracts but one contract was severed.

MOTION (Wilkinson/Mayle): Approve items as presented
VOICE VOTE: Motion Carries, 8-0 with Mr. Velez excused.

No. 4: Discussion and/or action regarding service reduction on Turquoise Route 10 beginning July 1, 2016.

Mrs. Kreger provided background information as contained in the member packet. Mrs. Kreger noted that there be service changes to Turquoise Route 10 due to the route not meeting the fare box ratio as required. Since the change is minimal is does not require a call to the public. Mrs. Kreger also state that the route will be a cash fare only route.

Mr. Golding provided additional background information and stated that one of the principal reason for the route was to provide members of the Quechan Tribe access to services to the Department of Motor Vehicles (DMV), El Centro Regional Medical Center (ERMC) and other service. Mr. Golding stated that to attempt to accommodate lifestyle a stop at the Imperial Valley Mall was added. The Imperial County Transportation Commission (ICTC) used funds from the Transportation Development Act (TDA) to fund this route.

Mr. Mayle inquired if part of that goal for the Quechan Tribe was to provide access to DMV services that members couldn't receive in Yuma. Mr. Golding stated that yes, it was part of the goals. Mr. Golding stated that previously Imperial Valley Transit (IVT) was providing services from Yuma to El Centro. The service that IVT was providing was two round trips, one in the morning and one in the afternoon and the service was on request basis only.

No action taken.

PROGRESS REPORTS:

No.1: Operations Manager Report – Tiffany Turner, National Express Operations Manager. *No action is required.*

Mr. Ortiz presented the Operations Manager Report on behalf of Ms. Turner. Mr. Ortiz presented the report as contained in the member packet.

No action was taken.

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

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

Mrs. Kreger stated that five (5) bus shelters were submitted for approval; the shelters are the highest profile stops. Mrs. Kreger further stated that it would be ideal to get them installed as soon as possible due to the high summer temperatures.

Mr. Mayle inquired in regards to the turnaround time to get shelters installed after approval of the bus stop shelter permit. Mrs. Kreger that the turnaround time would be minimal; a few weeks.

No action was taken.

No. 3: Transit Ridership & Customer Comment Report – Carol Perez, Administrative Assistant. *No action is required.*

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

Mr. Killman requested the budget, YCAT background information and ridership for Gold route be emailed to him. Mr. Killman stated that he was preparing a report for his Board.

No action was taken.

No. 4: Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required. Report was handed out at meeting.*

Mrs. Medel stated that the reconciled account balances for YCIPTA checking accounts held at 1st Bank Yuma for the following months are as follows:

March 31, 2016

Greyhound \$16,991.64
General \$66,880.94
Payroll \$6,035.46
Fare Revenue \$100,453.74

April 30, 2016

Greyhound \$20,756.29
General \$73,768.04
Payroll \$15,217.33
Fare Revenue \$19,383.42

March 31, 2016

YC Treasurer \$71,067.76

April 30, 2016

YC Treasurer \$211,945.34

Greyhound sales by Month

March \$14,832.14

April \$15,968.45

Fare Revenue by Month

March 2016

YCAT \$47,632.73

On Call \$573.00

April 2016

YCAT \$27,539.48

On Call \$557.00

Accounts payable as of April 2016 was \$170,553.06

Accounts receivable as of April 2016 was \$138,545.46.

Mr. Wilkinson requested a year to year comparison of the financial reports. Mr. Sabath agreed and stated that it would be useful to see possible trends.

No action was taken.

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

The next Board meeting is Monday, June 27, 2016 and will be held at Aldrich Hall, Yuma County Department of Development Services, 2351 West 26th Street -- Yuma, AZ, 85364. Agenda items to discuss are to be determined. The public is invited to attend.

There being no further business to come before the Authority, the Chairman adjourned the meeting at 2:30 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this _____, 2016, Agenda Item _____

CAROL PEREZ, Board Secretary



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, 2016

Discussion and Action Item 1

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the First 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 and the Eastern Imperial
County Transit Operations and Implementation Business Plan.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the First 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 and the Eastern Imperial County Transit Operations and Implementation Business Plan.

Background and Summary: Annually this MOU and business plan are reviewed and revised as needed based upon required funding and operational parameters monitored throughout the year at the quarterly meetings held between YCIPTA/ICTC and Quechan Indian Tribe. Based upon the outcomes of the meetings adjustments are made to the funding levels by each entity and also adjustment of operation hours based on the need to increase the farebox recovery ratio on the Turquoise Route. The revised MOU and Business plan reflect these changes.

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the First Extension and Amendment of Memorandum of Understanding between the Yuma County

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Shelly Kreger, Transit Director

Intergovernmental Public Transportation Authority, Imperial County Transportation Commission and Quechan Indian Tribe for Transit Services in Eastern Imperial County and the Eastern Imperial County Transit Operations and Implementation Business Plan.

Fiscal Impact: None.

Legal Counsel Review: None.

Attachments: First 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 and the Eastern Imperial County Transit Operations and Implementation Business Plan.

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
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
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Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

**FIRST 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 _____, 2016, 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, 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, 2016 and shall terminate on June 30, 2017 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 Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) 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 Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32)

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 Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22) 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 Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22)

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, Administrative Assistant

APPROVED AS TO FORM:

By: _____
Wayne C. Benesch, 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: _____
Geoffrey P. Holbrook, Senior Deputy County Counsel

QUECHAN INDIAN TRIBE

By: _____
Mike Jackson, Sr., President

APPROVED AS TO FORM:

By: _____
Tribal Attorney



Eastern Imperial County Transit Services Operations and Implementation Business Plan



Presented by:
Yuma County Intergovernmental Public Transportation Authority
October 2012

Amended October 2013
Amended September 2014
Amended July 2015
Amended April 2016

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

Table of Contents

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Section 2	Roles and Responsibilities
Section 3	Overview of Operating Plan & Funding
Section 4	Marketing and Outreach Plan
Section 5	Additional Details of Operating Plan
Exhibits	1. Schedules and Route Maps Effective July 1, 2015

Comment [ED1]: Please confirm that this is the most current effective date of the schedules and route maps.

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, 2016:



Yuma County Area Transit Service Summary – Effective July 1, 2016

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	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 three (3) years. Blue Route 5 was treated as a new route for the purposes of the use of TDA funding effective July 1, 2014, and will begin on July 1, 2016, its ~~fourth~~ third year of operations partially funded with TDA funding. Turquoise Route 10 is completing its third year using an exemption due to the route's inability to

meet the 18% farebox recovery ratio standard established by ICTC, and will begin on July 1, 2016, its fourth year of operations partially funded with TDA funding.

This business plan reflects amendments approved in April 2016 adjusting the operation of the Turquoise Route 10 to increase its chances of meeting the 12% farebox ratio performance standard and will replace the Regional Connector Operations and Implementation Plan developed in October 2012, and amended in October 2013, September 2014, and July 2015, lastly due to the inclusion of the Blue Route 5 and the re-designation of the business plan to focus on Eastern Imperial County Transit Services. 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.

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. Two (2) 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.

Comment [A2]: Addef

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 (October, 2007) 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.

Comment [A3]: Added

Section 2 Roles and Responsibilities

YCIPTA - Operating and Contract Authority and Oversight: YCIPTA will use its present transit operations contractor (National Express Transit Services Corporation) to operate both Blue Route 5 - Quechan Shuttle and- Turquoise Route 10 – Interstate 8/EI 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 Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) 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 Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22) 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.

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, 2015.

Comment [ED4]: Please confirm that this is the most current effective date of the schedules and route maps.

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	Express
	<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 	Commuter routes for all fare categories
One Way	\$2.00	\$1.00	\$5.00
One Way (Using Smart Card)	\$1.75	\$0.75	\$4.00
Day YCAT Pass	\$5.00 (valued at 2.5 trips)	\$2.50 (valued at 2.5 trips)	\$12.50 (valued at 2.5 trips)
Day YCAT Pass (Using Smart Card)	\$3.50 (valued at 1.75 trips)	\$1.75 (valued at 1.75 trips)	\$10.00 (valued at 2.5 trips)
10-Ride YCAT Pass (Use Smart Card)	\$17.50 (\$1.75 per ride)	\$7.50 (\$0.75 per ride)	\$45.00 (valued at \$4.50 per ride)
31-Day YCAT Pass (Use Smart Card)	\$60.00 (\$1.50 per ride/20 days/2 trips each)	\$30.00 (\$0.75 per ride/20 days/2 trips each)	\$150.00 (valued at \$3.75 per ride/20 days/2 trips each)
Express Fare Up-Charge	\$2.25	\$2.25	N/A

- 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.
- Smart Card Initial Fee - \$2.00.

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

- Lost Smart Card Replacement Fee - \$5.00.
- Yuma Sun or Imperial Valley Press newspaper on buses – \$0.50.
- Class Pass - \$45.00 (Up to 5 adults and 40 students @ \$1.00 per ride).
- This fare structure would be applicable on the evening NightCAT service from AWC/NAU/UA.

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.

Comment [ED5]: Should we consider revising to include a conversion to passengers-per-hour, as that is the data reported in the subsequent paragraphs?

Comment [SK6]: Yes

Based on data from YCIPTA in regard to fiscal year 2013-2014, Blue Route 5 carried approximately 4.82 passengers per hour which is an increase from 3.41 from FY12-13, as this was the second fiscal year of the route's operation. (Blue Route 5 started on June 1, 2012). According to YCIPTA's data for fiscal year 2014-2015, Blue Route 5 carried approximately 5.41 passengers per hour, an increase for the third consecutive year since the route's start.

Comment [ED7]: Please provide this number.

In determining a forecast ridership number for Turquoise Route 10, several factors should be considered. This includes 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 fiscal year 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 FY12-13. YCIPTA's data for fiscal year 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.

In light of the initial forecasts and actual data described above, the projected ridership for FY 2016-2017 on Blue Route 5 is 6.95 passengers per hour/59.21 per day, while on Turquoise Route 10 it is 6.95 passengers per hour/39.90 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 Thousand, Seventeen Dollars and 75 Cents (\$30,017.75) for Blue Route 5 and Seven Thousand, Six Hundred Sixty Dollars and No Cents (\$7,660.00) for Turquoise Route 10 is projected for FY 2016-2017. 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, ICTC would review the farebox recovery ratio to ensure compliance with TDA

requirements. The proposed farebox ratio and route classification requirements are defined below:

Route	Proposed Classification	Route	Proposed 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 Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) 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 Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22) 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.

Performance Standards

Since ICTC would provide TDA-LTF Article 8(c) funds as contributions to this route, the following proposed performance standards would apply towards these routes, and YCIPTA would report these figures to ICTC and QUECHAN monthly. These reports may be reviewed by ICTC’s Social Services Transportation Advisory Council.

	1	2	3
	Routes	Blue Route 5	Turquoise Route 10
	Days Operating	Monday-Saturday	Mon, Wed
	Fiscal Year 2016-2017	Budget	Budget
a	Fully Allocated Operating Cost (<i>minus ADA paratransit, other YCAT hours, YMPO Audit, Vanpool and Greyhound</i>)	\$300,177.55	63,877.43
b	Fare Revenue Collected	\$30,017.75	\$7,660.00
c	Subsidy Required	\$270,159.79	\$56,217.43
d	Quechan Subsidy	\$56,733.56	\$11,805.66
e	ICTC Subsidy	\$114,817.91	\$23,892.41
f	YCIPTA Subsidy	\$98,608.33	\$20,519.36

g	TOTAL SUBSIDY (Over)/Under	\$270,159.79	\$56,217.43
h	Total Miles	89,132.80	27,648.00
i	Total Revenue Miles	87,187.20	26,649.60
j	Total Deadhead Miles	1,945.60	998.40
k	service days	304	96
l	Total Hours	2,692.66	621.72
m	Total Revenue Hours	2,589.30	551.00
n	Total Deadhead Hours	103.36	70.72
o	employees	1.50	1.50
p	Passenger Trips	18,000.0	3,830.0
q	pass/hour	6.95	6.95
r	pass/day	59.21	39.90
s	pass/mile	0.21	0.14
t	cost/pass	\$16.68	\$16.68
u	sub/pass	\$15.01	\$14.68
v	cost/mile	\$3.44	\$2.40
w	cost/hour	\$115.93	\$115.93
x	farebox ratio	10.0%	12.0%
y	FTE (based on 2000 hrs)	0.000750	0.000750
z	Depreciation Adjustments based on Service Miles*	\$34,406	\$34,406
aa	Operating Cost minus Depreciation	\$265,771.55	\$29,471.00
ab	farebox ratio + Adjustments	11.3%	26.0%

According to the TDA requirements, if the farebox recovery ratio remains below the established standard adopted, efforts must be made to modify the route(s) to improve performance within the (3) three year time frame.

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.

A re-evaluation of the routes occurred at the EICTS Quarterly Meeting held on March 15, 2016, with the conclusion that adjustments were needed to increase the chances of Turquoise Route 10 meeting its 12% farebox ratio performance standard. Several alternatives were developed and reviewed at a follow-up meeting convened on April 4, 2016, and it was agreed to recommend the elimination of Saturday service and the establishment of a “cash only-no passes” fare policy for Turquoise Route 10 to the governing boards of YCIPTA, ICTC and QUECHAN.

Per TDA requirements, a claimant (ICTC) may receive exemptions from the various ratio requirements for services provided to new areas or along new routes. The exemptions apply until the end of the second, full fiscal year of operation. 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.

Fiscal Audits and Triennial Performance Audits

Though ICTC payment of TDA funds to QUECHAN to fund a portion of these routes, QUECHAN will track its expense associated with the use of these funds, TDA funds will be listed 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.

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. YCIPTA will seek vendors in El Centro to sell bus passes on behalf of YCIPTA. This includes El Centro City Hall and Circle K.

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, on social media, on Casino bulletin boards and will allow the sale of IVT and YCAT bus passes at its retail enterprises and casinos on the Reservation.

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 Operator 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 two (2) vehicle types to operate the routes as outlined in this Business Plan. The vehicles used on these routes can carry up to 32 seated passengers, is 34 feet in length and have up to two (2) 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 nine (9) of these buses called the El Dorado National Passport, a low floor cutaway vehicle on a medium duty chassis. Furthermore, the bus is 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.

The Passport buses features two (2) bicycle spaces, electronic destination signs, farebox, smart card system and security cameras. The Aerolite buses features manual destination signs, farebox and smart card system (only on two of these buses).

Pictures of the buses used on these routes are 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. Newspapers

Yuma Sun newspapers on Blue Route 5 and Imperial Valley Press on Turquoise Route 10 would be placed, Monday through Saturday, under an existing arrangement. As it relates to the Imperial Valley Press, a newspaper box will be placed at El Centro Regional Bus Transfer Terminal to allow YCIPTA to obtain newspapers.

9. 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.

10. 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.

11. Former Route 3 to Winterhaven

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

12. 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 Indian Tribe will only be eligible for formula funding unless the Quechan Indian Tribe applies for capital expenses (excluding preventative maintenance). In FY 2016, the Quechan Indian Tribe will receive Forty-Five Thousand, One Hundred Sixty-Six Dollars and No Cents (\$45,166.00) with slight annual increases for the foreseeable future.

In Federal Fiscal Year 2017 (FY 2016-2017), the Quechan Indian Tribe would need to request a minimum of One Hundred Thirty-Eight, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) from ICTC to continue transit services at the present levels. This is due to not being able to use discretionary Tribal Transit funds for operations. 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 will also take into consideration need in eastern Imperial County and the routes' ability to meet TDA and MOU specific performance measures.

Any continuation of transit services beyond June 30, 2017 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 2016 as part of the adoption of the YCIPTA fiscal year 2016-2017 operating and capital budget with the route changes taking effect on July 1, 2016. To assist in the determination of future service levels and

contribution shares by all parties for fiscal year 2017-2018 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 2017. 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, 2017. This would allow a comprehensive analysis of recommended service levels, contribution shares, and funds available for fiscal year 2017-2018.



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, 2016

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 Amended Schedule B of the Independent Contractor Agreement between Yuma County Intergovernmental Public Transportation Authority and Saguaro Transportations Services.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Amended Schedule B of the Independent Contractor Agreement between Yuma County Intergovernmental Public Transportation Authority and Saguaro Transportations Services.

Background and Summary: YCIPTA is a participant in the SARA Rides One Call–One Click Mobility Management Center as YCAT OnCall. This agreement is automatically renewed each year until June 30, 2017. Each year this partnership continues to grow. The first year there was a total of 2,000 hours provided for YCAT OnCall, last year this needed to be increased to 2,750 hours, which we have already exceeded those hours by approximately 500. The revised Schedule B for the next fiscal year reflects 4,000 revenue service hours at a rate of \$27.96.

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the Amended Schedule B of the Independent Contractor Agreement between Yuma County Intergovernmental Public Transportation Authority and Saguaro Transportations Services.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

Fiscal Impact: The 4,000 revenue service hours are already included in the approved FY2016/2017 Operating Budget.

Legal Counsel Review: None.

Attachments: Independent Contractor Agreement between Yuma County Intergovernmental Public Transportation Authority and Saguaro Transportations Services which includes Schedule B.

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
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

**YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY
INDEPENDENT CONTRACTOR AGREEMENT
FOR SAGUARO FOUNDATION**

This Independent Contractor Agreement (“Agreement”) entered into this 1st day of July, 2015 (“Effective Date”), between YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY (“YCIPTA”), with its principal office located at 2715 East 14th Street, Yuma, Arizona, 85365, and Saguaro Foundation with its principal office located at 1495 South 4th Avenue, Yuma, AZ 85364 (“Contractor”). The terms “party” and “parties” as used herein shall refer to YCIPTA, Contractor or both as may be appropriate.

WITNESSETH:

WHEREAS, YCIPTA is in need of the services of an independent contractor to perform transportation services for persons with disabilities that meet the criteria for using Americans with Disabilities Act (“ADA”) paratransit service as part of the One Call–One Click Mobility Management Center called SARA Rides;

WHEREAS, Contractor provides transportation services for persons with disabilities, and is willing and able to provide these services related to YCIPTA as an independent contractor;

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

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

SECTION ONE - DESCRIPTION OF WORK

The work to be performed by Contractor includes all administrative services generally performed by Contractor in Contractor’s usual line of business, including, but not limited to, those services specified in **Schedule A, Description of Work**, attached hereto and incorporated by reference as though fully set forth herein.

SECTION TWO - PRICE AND PAYMENT

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

SECTION THREE - EXPENSES

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

SECTION FOUR - INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION FIVE - TERM

The Term of this Agreement shall begin July 1, 2015, and end June 30, 2016. Thereafter, this Agreement shall automatically renew on an annual basis (e.g., July 1, 2016 to June 30, 2017), unless either party provides the other party written notice of termination as outlined in Section Ten of this Agreement.

SECTION SIX - EMPLOYEES OF CONTRACTOR

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

SECTION SEVEN - INSURANCE

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

SECTION EIGHT - RISK; INDEMNIFICATION

Contractor shall perform this Agreement and all related work at its own risk. Contractor assumes all responsibility for the condition of tools, equipment, and materials used in connection with its performance of its duties and obligations under this Agreement. Contractor, its officers, employees, consultants, subcontractors, and assigns shall indemnify, defend, and hold harmless YCIPTA, and its officers, directors, officials, employees, consultants, agents and volunteers from any and all claims, demands, losses, liability, damages or expenses arising out of or resulting in any way from, in whole or in part, Contractor's, its officers', employees', consultants' subcontractors' and assigns' negligence

(act or omission) or willful misconduct in connection with its work under and/or in any way connected to this Agreement.

SECTION NINE - ASSIGNMENT

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

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

Either party may terminate this Agreement with or without cause (for convenience) with prior, written notice to the other. Termination for cause shall be effective immediately when given, unless an alternative termination date is expressly stated in the notice of termination. For purposes of this Agreement, "cause" shall mean: (i) conviction of Contractor, or any of its employees, agents, or officers of any crime (whether or not involving YCIPTA) constituting a felony in the jurisdiction involved; (ii) Contractor, or any of its employees, agents, or officers engaging in any substantiated act involving moral turpitude; (iii) Contractor, or any of its employees, agents, or officers engaging in any act which, in each case, subjects, or if generally known would subject, YCIPTA to public ridicule or embarrassment; (iv) gross neglect or misconduct in the performance of Contractor's duties under this Agreement; (v) willful failure or refusal to perform such duties as may reasonably be assigned to Contractor; or (vi) material breach of any provisions of this Agreement by Contractor.

If this Agreement is terminated without cause (for convenience) by either party, the terminating party shall provide a minimum of forty-five (45) days prior, written notice of the termination. The terminating party shall ensure that the effective date of termination is expressly stated in the notice; however, in no event shall the effective date of termination be any earlier than forty-five (45) days from the date of the notice of termination. In the event YCIPTA terminates this Agreement without cause or for convenience, Contractor shall be entitled to the continuation of compensation for the period leading up to the date of termination.

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

SECTION ELEVEN – PROJECT MANAGER

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

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

SECTION TWELVE - NON-WAIVER

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

SECTION THIRTEEN - NO AUTHORITY TO BIND YCIPTA

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

SECTION FOURTEEN - COMPLIANCE WITH LAWS

Contractor represents that it has complied, and will continue to comply, with all federal, state and local laws and obtained any necessary business permits and licenses that may be required to carry out the work and services to be performed under this Agreement. The required Federal Transit Administration (“FTA”) third-party contract clauses are made a part of this Agreement, as set forth in **Schedule C, Required FTA Third Party Contract Clauses**, attached hereto and incorporated by reference as though fully set forth herein. Contractor agrees to abide by all required contract clauses and to include them in any and all subcontracts it may enter into in connection with this Agreement. This Agreement is financed in part with funding received under Sections 5307, 5311 and/or 5316 of the Federal Transit Act. All services performed by Contractor shall be performed in accordance and full compliance with all applicable federal laws and requirements as amended from time-to-time. Contractor shall also comply with requirements in the FTA Master Agreement, as amended, which is available at <http://www.fta.dot.gov/documents/19-Master.pdf>.

SECTION FIFTEEN - NOTICES

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

If to YCIPTA: Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona, 85365
928.539.7076, ext 101 office
928.783.0309 fax
skreger@ycipta.az.gov

If to Contractor: Eduardo Castro, Director of Transportation
Saguaro Foundation
1495 South 4th Avenue
Yuma, AZ 85364
928.783.6069 office
928.782-0061 fax
edwardosts@yahoo.com

SECTION SIXTEEN - ENTIRE AGREEMENT

This Agreement, along with the attached Schedules and related documents referred to herein, contains the entire agreement between the parties on the subject matter set forth herein. All prior and contemporaneous agreements, representations, and understandings, written or oral, are superseded by and merged into this Agreement. No promises or assurances have been made which are not part of this Agreement. Any previous agreements, whether written or oral, entered into between the parties and null and void unless specifically incorporated herein. Any modification, supplementation or amendment of this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

SECTION SEVENTEEN - SEVERABILITY

If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision(s), or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof.

SECTION EIGHTEEN - ARBITRATION

In the event that any difference or dispute shall arise as to the interpretation of this Agreement, or the respective rights and obligations of the parties hereunder, or if any matter touching upon YCIPTA's operations, or the management thereof is not conclusively dealt with hereunder, or if this Agreement or any part of it shall be void for uncertainty, the parties agree to participate in good faith mediation. In the event that a good faith resolution has not been reached in sixty (60) days, the parties agree that any such difference, dispute or uncertainty shall be referred to arbitration pursuant to The Arizona Revised Uniform Arbitration Act.

SECTION NINETEEN - ATTORNEYS' FEES

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

SECTION TWENTY - COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but when taken together shall constitute one and the same instrument.

SECTION TWENTY-ONE - GOVERNING LAW & VENUE

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

SECTION TWENTY-TWO - INTERPRETATION

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

SECTION TWENTY-THREE – CAPTIONS

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provision(s) of this Agreement, and shall not be deemed relevant in construing the Agreement

SECTION TWENTY-FOUR – RECORDS AND AUDITING

In addition to all other records required to be produced or maintained pursuant to this Agreement, Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to YCIPTA for a minimum period of seven (7) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to Agreement.

Contractor shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of seven (7) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the YCIPTA Legal Counsel, Transit Director or a designated representative of either of these entities, including authorized officers from Western Arizona Council of Governments (“WACOG”). Copies of such documents shall be provided to YCIPTA for inspection upon twenty-four (24) hours’ notice. If applicable, Contractor shall cooperate in any audit requested by YCIPTA or any authorized representative of YCIPTA and/or regulatory agency and provide any necessary information for the purposes of conducting the audit.

Where YCIPTA has reason to believe that such records or document may be lost or discarded due to dissolution, disbandment, or termination of Contractor’s business, YCIPTA may, by written request by any of the above-named entities, require that custody of such records and documents shall be maintained in YCIPTA Administrative Offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor’s representatives, or Contractor’s successor-in-interest during regular business hours.

SECTION TWENTY-FIVE – TIME IS OF THE ESSENCE

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

SECTION TWENTY-SIX – REPRESENTATION

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

SECTION TWENTY-SEVEN – BINDING EFFECT

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

SECTION TWENTY-EIGHT – CERTIFICATIONS

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

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

**Yuma County Intergovernmental Public
Transportation Authority**

**Contractor
Saguaro Foundation**

By: Shelly Kreger
Its: Transit Director

By: Michael Van Guilder
Its: Executive Director

SCHEDULE A
DESCRIPTION OF WORK

1. YCAT OnCall Services Provided: YCIPTA is a participant in the SARA Rides One Call–One Click Mobility Management Center and as a result, is coordinating with Contractor and other participants regarding coordination of transit services for seniors and persons with disabilities. Contractor shall provide demand responsive transit services for persons certified by YCIPTA in accordance with the definitions of the Americans with Disabilities Act (ADA) for complementary paratransit services. Said services shall be provided Monday through Friday between 5:50 a.m. and 7:30 p.m., and on Saturday between 9:00 a.m. and 6:30 p.m., during the times the YCAT fixed route bus services is in operation as well as within a 3/4 mile radius on either side of the YCAT fixed route, times and area subject to change from time-to-time at YCIPTA’s sole discretion. Additional details regarding YCAT OnCall service is available inside the YCAT OnCall Rider's Guide and YCAT OnCall Information Guide online at www.ycat.az.gov. Contractor shall employ adequate executive, administrative, supervisory, operational and bus cleaning personnel to adequately handle transit services described in this scope of work herein.

2. Passenger Fares: The fare schedule shall be as set forth by YCIPTA, and may be revised by YCIPTA at any time in its sole discretion. Contractor shall collect all passenger fares in sealed fareboxes and any and all other revenues from fare instruments required by YCIPTA to be sold by Contractor. At the end of service, Contractor shall come to YCIPTA’s Bus Facility located at 2715 East 14th Street, Yuma, Arizona to have fare revenue removed on a nightly basis. At no time shall farebox revenue be left in a vehicle overnight.

Each month, as part of the invoice and monthly report, Contractor shall provide a reconciliation sheet showing number of passengers carried and revenues received.

3. Training and Retraining: Contractor shall provide ongoing training, retraining, and safety education for all vehicle operators, maintenance personnel and supervisory personnel which conform to applicable regulatory requirements, e.g., United States, California and Arizona Departments of Transportation, California and Arizona Highway Patrol and other applicable agencies.

4. Drug and Alcohol Testing: Contractor shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions, pursuant to the requirements of the FTA, the Arizona and California Highway Patrols. Contractor shall comply with 49 C.F.R. Part 655, and with other drug and alcohol testing rules and regulations as may be required by the FTA. Contractor shall submit reports of drug and alcohol tests quarterly on an approved YCIPTA form. Contractor shall make other information regarding its surveillance program available to YCIPTA upon request.

5. Eligibility, Telephone Information and Reservations: Contractor shall only transport passengers that have been determined eligible by YCIPTA. There should not be comingling of other passengers on YCIPTA vehicles unless approved by YCIPTA. Contractor shall treat the ADA Database provided by YCIPTA as confidential and not provide this information to other parties unless authorized by YCIPTA.

YCIPTA shall be responsible for taking calls regarding YCAT OnCall and other demand responsive services. YCIPTA reservation hours are Monday through Saturday from 8:00 a.m. to 6:00 p.m. Contractor shall be responsible for providing a portal to Contractor's Route Match scheduling system so that YCIPTA can input reservations into the portal. Contractor shall be responsible for scheduling and dispatching the trips once YCIPTA has placed the reservations inside the portal.

YCIPTA shall advise Contractor of any cancellations as soon as they are known to YCIPTA. Contractor is responsible for tracking all no-shows and late cancels and reporting them to YCIPTA on a monthly basis on an approved YCIPTA form.

Contractor's scheduling system shall be capable of performing the following functions:

- Ability to only schedule rides within the YCAT OnCall service area, which is the 3/4 mile radius of YCAT routes within southwestern Yuma County, Fort Yuma Indian Reservation, and west of Arizona Western College. All trips east of Walmart on 32nd Street and Avenue 8E shall be on Brown Route 3 or Gold Route 8;
- Ability to only schedule rides on YCAT OnCall service when YCAT fixed routes are in operation at the time of pick up;
- Ability to schedule general public rides on WelltonCAT every Friday from 3:00 p.m. to 7:00 p.m. serving Wellton, Tacna, Dome Valley and Fortuna Foothills along North and South Frontage Roads to Avenue 8E; and
- Ability to input YCAT OnCall and WelltonCAT clients and track their eligibility and expiration date.

Contractor shall develop, implement and maintain a daily schedule of labor resources to handle dispatching and scheduling. This schedule shall identify work assignments and specify work shift times.

Contractor shall not take any YCAT OnCall or WelltonCAT reservations or cancellations. All calls, if received by Contractor shall be directed to YCIPTA.

YCIPTA may input same day reservations in the portal, which Contractor shall schedule on as space is available basis.

6. Dispatching and Radios: Contractor shall provide an adequate number of persons to staff the vehicle dispatch functions. There shall be a dispatcher on duty at all times that service is operating. After office business hours, the dispatcher must be available via cellular telephone or radio. Dispatchers shall be responsible for maintaining communication (radio, cell phone or other methods) with all vehicles in service, and for maintaining the daily dispatch log as developed by Contractor. Scheduling and dispatching personnel shall be trained in professional techniques in the areas of: radio protocol, telephone etiquette, handling of difficult people and professional interactions with YCIPTA employees, agents, local businesses and news media. Contractor shall provide an adequate communication system and may use YCIPTA provided radios to communicate with YCIPTA, if necessary.
7. Contact of YCIPTA/CONTRACTOR Personnel: YCIPTA personnel shall have the right to make contact with Contractor personnel, other than the management and dispatch functions, as needed

when Contractor personnel are in revenue service. Contractor personnel shall have the right to contact YCIPTA personnel without fear of retaliation from Contractor.

8. Email: Contractor's Project Manager shall have access to electronic mail over the internet with their own email address provided by Contractor.
9. Bus Operator Bids and Employee Schedules: Contractor shall provide YCIPTA with a copy of its bus operator run assignment sheet and employee schedules upon YCIPTA's request. YCIPTA shall have approval over all bus operator bids and employee schedules.
10. Emergency Preparedness Drills & Exercises: Contractor shall make available the use of vehicles for emergency preparedness exercises upon request by YCIPTA and shall develop – in coordination with YCIPTA – a Transit System Security Program and Emergency Preparedness Plan (TSSEPP) that covers passengers, employees, vehicles and facilities. Guidance on the development of this plan is available in a report entitled, the Public Transportation System Security and Emergency Preparedness Planning Guide (DOT-VNTSC-FTA-03-01) dated January 2003. The TSSEPP should assign responsibility for security management from the most senior executive to the first line supervisory staff. The TSSEPP must address the following mechanisms:
 - Interagency coordination with YCIPTA, WACOG, local police departments, Yuma County Sheriff, Arizona Highway Patrol, California Highway Patrol and other transportation providers;
 - Evacuation assistance plan utilizing Contractor's Fleet;
 - Investigating Security Incidents;
 - Security and Emergency Management Training for all personnel;
 - Regular threat and vulnerability analyses in cooperation with YCIPTA; and
 - Participation in any WACOG or Yuma County provided trainings and coordination meetings.

The TSSEPP shall include a plan to respond to emergencies and routine problems that may occur. Occurrences include, but are not limited to:

- Passenger injuries
- Passenger disturbances
- Passenger illnesses
- Vehicle failures
- Inclement weather
- Accidents
- Detours
- Employee injuries
- Strikes/Walkouts/Work Stoppage
- Terrorist Incidents
- Diablo Nuclear Event
- Earthquakes

11. YCIPTA Provided Vehicles: Any YCIPTA supplied vehicles shall be kept in safe, clean and operable condition at all times. YCIPTA shall provide three (3) wheelchair accessible vehicles for

the provision of these transportation services. It shall be YCIPTA's responsibility to have YCIPTA-owned vehicles registered with the Arizona Department of Transportation Motor Vehicles Division and Federal Motor Carrier Safety Administration prior to operation by Contractor. Contractor shall be responsible for all maintenance on all vehicles supplied by Contractor for use under this Agreement. All Contractor supplied vehicles will be maintained on a regular maintenance Preventive Maintenance Inspection (PMI) schedule that meets or exceeds the Original Equipment Manufacturer's (OEM's) recommendation.

12. Other Equipment: Contractor is responsible for providing **all materials, supplies, and/or equipment** needed to perform this Agreement, which are not otherwise specifically provided by YCIPTA. For the three (3) YCIPTA-provided wheelchair accessible vehicles, YCIPTA shall provide fuel cards for fueling these vehicles, three (3) mobile radios, three (3) fareboxes, three (3) newspaper racks and marketing materials.
13. Fuel: YCIPTA is responsible for providing fuel for vehicles used in YCIPTA services. Fueling should occur at Sellers Petroleum located at 20th and Pacific Ave, Yuma, AZ 85365. YCIPTA fueling cards shall not be used for fueling other vehicles that are not owned by YCIPTA. Contractor is responsible for fueling YCIPTA vehicles nightly.
14. Maintenance of Vehicles: YCIPTA's transit operations and maintenance contractor shall be responsible for the maintenance of YCIPTA provided vehicles. Contractor shall be responsible for filling out YCIPTA's transit operations and maintenance contractor Daily Vehicle Inspection Report (DVIR) and submitting those nightly to YCIPTA's transit operations and maintenance contractor. Upon request, by YCIPTA's transit operations and maintenance contractor, during Contractor's non-service hours, Contractor shall drop off YCIPTA provided vehicles at the YCAT Bus Facility for any necessary preventative maintenance repair. Should Contractor require any necessary repairs to be made to YCIPTA provided vehicles, Contractor shall contact YCIPTA's transit operations and maintenance contractor at least twenty-four (24) hours in advance, unless it is an emergency, to coordinate a repair time for the vehicle. If necessary, YCIPTA's transit operations and maintenance contractor will provide a loaner vehicle for Contractor to use.

YCIPTA's transit operations and maintenance contractor shall be responsible for the towing of all vehicles operating in this Agreement. Contractor shall contact YCIPTA's transit operations and maintenance contractor immediately upon knowledge that a vehicle requires towing.

15. Daily Vehicle Servicing: Contractor shall perform daily vehicle servicing on all vehicles used in YCIPTA service. For purposes of this Agreement, daily servicing shall include, but not be limited to:
 - a. Fueling;
 - b. Engine oil, coolant, water and transmission fluid check/add;
 - c. Vault pulling and replacement by YCIPTA staff at end of shift;
 - d. Wheelchair lift check;
 - e. Brake check;
 - f. Light and flasher check;
 - g. Interior sweeping and dusting;
 - h. Exterior and interior visual inspection;
 - i. Check of all vehicle performance defects reported by bus operators to identify potential safety and reliability items requiring immediate attention; and

- j. Additional requirements as specified by vehicle manufacturers.

Contractor shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for YCIPTA and YCIPTA's transit operations and maintenance contractor to review upon request.

- 16. Right of Inspection: YCIPTA, YCIPTA's transit operations and maintenance contractor and its representatives shall have the right to inspect, at any time, all vehicles used in this Agreement. Contractor shall correct any problems, within twenty-four (24) hours of written notification by YCIPTA, if the problem can be corrected within such time. If the situation is not correctable within twenty-four (24) hours, then arrangements for correction shall have commenced within said period. Contractor is responsible for notifying YCIPTA immediately of any maintenance safety violations for correction.
- 17. Safety Inspections: YCIPTA may also request a third-party maintenance auditor at its own cost to inspect, audit and monitor Contractor vehicles and/or equipment and Contractor's maintenance program. Contractor is expected to fully cooperate and provide any records requested by YCIPTA's maintenance auditor or personnel.
- 18. Interior & Exterior Cleaning: Contractor shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times. Contractor shall supply all materials and supplies for this purpose. All gum, litter, newspapers, graffiti, or other foreign materials shall be removed by Contractor in a professional manner and immediately upon their discovery. Physical damage to the exterior or interior not correctable with diligent cleaning methods, such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by Contractor to YCIPTA at time of observance.
- 19. Daily Servicing: All vehicles that have been in revenue service shall have the following items performed on a nightly basis:
 - a. Floor Cleaning: Using brooms, sweep the complete interior of each vehicle starting in the rear and working to the front. Sweep trash from step wells into an appropriate trashcan.
 - b. Interior Vacuuming: Where applicable, activate and carry the vacuum hose through the door of the vehicle, and starting in the rear, collect all trash, soil, dust and other debris off the seats and floor. Particular attention should be given to vacuuming the bus operator's compartment and cleaning the dash areas. Any large or heavy articles are to be placed in plastic garbage bags and discarded in a trash barrel. Retract the vacuum hose from the front door. After parking the vehicle, wipe dust off the bus operator's area and all other horizontal surfaces inside the vehicle.
 - c. Trash Receptacle: Empty the trash receptacle located near the front of each vehicle.
 - d. First Aid, Bloodborne Pathogens and Accident Kit: Check to ensure the accident kit is fully stocked and is properly attached in the bus operator's compartment. If the accident kit is missing, notify YCIPTA immediately.
 - e. Dusting: Using a clean damp rag, wipe clean the dashboard, farebox and all operator controls.
 - f. Vandalism/Graffiti Inspection: Inspect the vehicle interior and exterior to assure that no seat damage or graffiti exists. Except as set forth herein, Contractor should repair the

damage and remove graffiti at the time of observance. No vehicle shall be put into revenue service with visible graffiti.

- g. Seat Insert Attachment: Inspect individual seat inserts to assure proper attachment to the seat frame. If seat is not secure report it to YCIPTA at the time of observance.
- h. Lights: All lights, including the high beams, will be checked daily upon the morning startup.
- i. Wheelchair Ramp/Lift: The wheelchair ramp/lift on each vehicle shall be cycled one complete cycle prior to departure from YCIPTA's corporation yard each day. If the wheelchair ramp/lift fails to complete the cycle, the failure must be reported to YCIPTA and the vehicle repaired or another one assigned.
- j. Vehicle Storage: All vehicles shall be stored at YCIPTA's Facility or other approved locations as designated by YCIPTA, when not in service. All doors, windows and safety hatches of vehicle shall be closed and secured.
- k. Battery Switch: When storing vehicles, the master battery switch shall be turned to the "OFF" position.

20. Weekly Servicing: Contractor shall maintain a list of all vehicles that have been serviced. This list shall be used to assure that all vehicles have had the action items listed below completed at the frequency described, or that a particular vehicle was not available for revenue servicing during any given week. A Vehicle Cleaning Report signed by the Project Manager that details all vehicles cleaned during a one-week period shall be submitted to YCIPTA each month as part of the monthly report following the end of the reporting month.

<u>Action</u>	<u>Frequency</u>
Wash Exterior of Vehicle	Once Weekly or More Often as Needed
Mop Floors	Once Weekly or More Often as Needed
Wash Wheels	Once Weekly or More Often as Needed
Clean Operator's Compartment	Once Weekly or More Often as Needed
Clean Inside Windows	Once Weekly or More Often as Needed
Clean Side Panels/Ceilings	Once Weekly or More Often as Needed
Clean Seat Frames/Backs	Once Weekly or More Often as Needed
Remove Graffiti	As Needed
Vehicle Detailing	Every six (6) months

- a. Mop Floors: Floors shall be wet-mopped starting at the rear of the vehicle working forward, assuring to also mop wheel-well inner extension areas and step well. Excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
- b. Wash Wheels: Wheels shall be degreased and rinsed clean.
- c. Operators Compartment: Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping clean dashboard, operator's seat and all operators' controls. Upon completion, the dashboard shall be treated with anti-static spray. Anti-static spray shall not be applied to steering wheel or operator's seat.
- d. Remove Graffiti: Any graffiti on interior or exterior of any vehicle shall be removed immediately upon discovery. Contractor shall obtain approval of all graffiti removal materials prior to their use.

- e. Windows: Using the cleaner approved for use only on windows, the interiors of all windows shall be sprayed, cleaned and wiped dry with a rag. Windows include windshields, door windows and interior mirrors.
21. Detailing: Each vehicle shall receive a thorough detailing in May and November of each year, no later than the end of that month. The detailing of these vehicles will be scheduled and completed by Contractor and a report verifying the detailing of YCIPTA provided vehicles shall be completed and be available for YCIPTA review. Contractor shall obtain the monthly preventative maintenance schedule used by YCIPTA to develop detailing schedule. Each detailing shall include at a minimum the following:
- a. Wash exterior of the vehicle, including wheels.
 - b. Sweep and vacuum interior thoroughly. Remove gum and other substances from the floor, sidewalls, ceiling or seats.
 - c. Remove any and all graffiti from interior and/or exterior of vehicle using YCIPTA approved graffiti remover.
 - d. Remove any and all foreign materials from the seats and other interior areas of the vehicle. Clean the vehicle thoroughly, using industrial cleaner, aerosol all-purpose cleaner and aerosol or mixed concentrated window cleaners. Rinse all washed areas and wipe dry. Clean and dry all windows. A water hose shall not be used in the interior of the vehicle.
 - e. Remove all side and rear double and triple seat cushions, not requiring tools, for cleaning underneath. Replace cushions.
 - f. Clean interior dome lights as necessary.
 - g. Polish and clean aluminum wheels with YCIPTA approved method.
 - h. Apply protective coating to bumpers, dashboard, rubber fenders and tires to improve appearance of vehicle. Do not apply to steering wheel, seats or floors.
22. Bodily Fluids and Blood borne Pathogens: All bodily fluids and blood borne pathogens shall be cleaned-up immediately. If a vehicle is in service at the time of the discovery of any bodily fluids and/or blood borne pathogens, that vehicle shall be replaced and removed from service and cleaned immediately. All vehicles shall have a bloodborne pathogens kit and first-aid kit provided by Contractor.
23. Marketing: During the term of Agreement, Contractor will cooperate in marketing and advertising efforts with YCIPTA and other parties as determined by YCIPTA. YCIPTA shall determine appearance, and approve all marketing material. Contractor shall not distribute any materials that can be directly or indirectly associated with YCIPTA or the transit services identified in this Agreement, without written approval of YCIPTA.

All printed, audio, or visual materials dealing with fares, promotional activities, public relations or other marketing communications materials distributed on board vehicles related to YCIPTA transportation services must be approved by YCIPTA. From time-to-time, YCIPTA will supply

Contractor with marketing materials for distribution on the vehicles. Contractor shall distribute such materials on the vehicles when asked to do so by YCIPTA.

YCIPTA shall be responsible for providing Contractor with any printed material (e.g., brochures, maps, flyers, and similar printed material), for use or distribution to the public and Contractor shall be responsible for distributing them to passengers, on the vehicles, mail or other means as directed by YCIPTA.

24. Media Referrals: Contractor will refer all requests from print, broadcast or other media for information on the transit services identified in this Agreement to YCIPTA. Under no circumstances shall Contractor make any contact with the media or offer comment regarding the services identified in this Agreement. Contractor shall refer all media requests to YCIPTA.
25. Surveys and Audits: YCIPTA may elect to authorize representatives of other public agencies to inspect, audit and analyze the records of Contractor in operating service under this Agreement or Contractor's operation of any similar service. YCIPTA may, in its sole discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of YCIPTA or its designee. Contractor shall ensure the cooperation of all personnel with any operational procedures relating to survey work, including the distribution of survey questionnaires or other actions necessary to obtain service related information to passengers.
26. Reports: Contractor shall provide YCIPTA the following reports, based upon the identified schedule and in a form and format prescribed by YCIPTA:
 - a. Monthly Summary Report: Contractor shall provide reports by the fifteenth (15th) day of the month following the reporting period. The cover sheet for the report shall be on Contractor letterhead and be signed by the Project Manager. This report shall be developed using a compatible version of Microsoft Excel and shall be provided in a printed and electronic format. The electronic copy may be sent via internet if approved by YCIPTA. Invoices shall not be paid without receipt of the accurate and properly submitted Monthly Summary Report.
 - b. Fare Revenue: Each month, as part of the invoice and monthly report, Contractor shall provide a reconciliation sheet showing passengers carried, revenues received, and an over/short variance comparison.
 - c. Other Reports: Contractor shall provide other reports (i.e. daily departure logs, unusual incident summaries, etc.) as defined by YCIPTA. Contractor shall provide reports as often as daily, as directed by YCIPTA.
 - d. Dissemination of Data: Contractor shall not disseminate ridership, farebox, or other data or information to any party without first receiving approval for such from YCIPTA or as required by law.
 - e. General: In order to document services under this Agreement and compliance with all contract requirements, Contractor shall maintain all records as required by good business practices and as described more particularly in the Scope of Work. The records are designed to provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.

- f. National Transit Database: All public transit services provided for YCIPTA (including fixed-route, demand response and special services) must be reported annually to the FTA in a completed National Transit Database (NTD) report. As part of the annual NTD reporting requirement, Contractor shall compile the on-board data sampling to statistically compute valid passenger mile data in accordance with NTD procedures as defined by FTA. Details on NTD, including reporting and sampling is available at <http://www.ntdprogram.gov/ntdprogram/>.
- g. Disadvantaged Business Enterprise (DBE) Report: Contractor shall prepare an annual DBE report to be submitted no later than thirty (30) days after the end of each YCIPTA fiscal year. The report shall include:
 - 1. A listing of all DBE firms used;
 - 2. The type of procurement in which DBEs were involved; and
 - 3. A percent (by dollar amount of purchases from DBE firms) as measured against all other purchases.
 - 4. This obligation shall survive for a period of one (1) year following the termination or expiration of the Agreement.
- h. Equal Employment Opportunity (EEO) Affirmative Action Report: Contractor shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. Contractor shall, not later than thirty (30) days after the end of each fiscal year, prepare and submit to YCIPTA an EEO report which consists of the following:
 - 1. Workforce Analysis for each job category;
 - 2. Job Group Analysis for each job category;
 - 3. Hiring Analysis for each job category;
 - 4. Promotional Analysis for each job category;
 - 5. Termination Analysis for each job category;
 - 6. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short-term and long-term goals for achieving underutilized minority groups, and will work with YCIPTA on the preparation of this analysis; and
 - 7. Availability Analysis that compares the current workforce against the available workforce and will work with YCIPTA on the preparation of this analysis.
 - 8. This obligation shall survive for a period of one (1) year following the termination or expiration of the Agreement.

27. Accounting Practices: During the Term of this Agreement, Contractor shall maintain its books of account as they relate to the programs identified in this Agreement, consistent with Generally Accepted Accounting Principles, and in YCIPTA approved format.

28. Contractor/YCIPTA Meetings: YCIPTA shall meet with Contractor on a weekly and/or as needed basis as determined by YCIPTA.

29. Insurance: Contractor shall supply evidence of general liability coverage for its operating facility, and collision, comprehensive, liability and property damage for any Contractor vehicle used in provision of this Agreement. Contractor shall be solely responsible for payment of all insurance deductible amounts.

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor. The cost of such insurance shall be included in Contractor's bid.

Before the commencement of the Term of this Agreement, Contractor shall furnish YCIPTA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Section. An endorsement naming YCIPTA as an additional insured for all liability coverage shall be furnished with the insurance certificates. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following Statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days advance notice to YCIPTA by certified mail, Attention: Transit Director."

It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance business in the State of Arizona.

No subcontract work shall commence until similar insurance coverage has been obtained by the subcontractor and verified by Contractor. Contractor shall then immediately notify YCIPTA, in writing, of the types and amounts of such insurance.

30. Coverage: Contractor shall maintain the following insurance coverage:

- a. Workers Compensation and Employers Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers Compensation Insurance in conformance with the laws of the State of Arizona and with the laws of the United States and Employers Liability Insurance with a minimum of One Million Dollars (\$1,000,000). Contractor hereby certifies that it is aware of the provisions of A.R.S. § 23-901 which requires every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of A.R.S. § 23-901, and agrees that it will comply with such provisions and submit satisfactory evidence to YCIPTA of such insurance before commencing the performance of work under this Agreement.
- b. General Liability, Automobile Liability and Protection & Indemnity Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance and Automobile Liability Insurance on Acord commercial forms, or their equivalent with a minimum of Five Million Dollars (\$5,000,000) Combined Single Limit covering all legal liability for personal injury, bodily injury, death and property damage per policy which may arise out of Contractor's performance under this Agreement.
- c. Comprehensive and Collision: With respect to the vehicles to be used under the terms of this Agreement, including Contractor owned vehicles, Contractor shall maintain in full force and effect Comprehensive insurance and Collision insurance covering vehicle structure, engines and drive train, and all other portions of the vehicles, in an amount equal to the vehicles' market value. The deductible on Comprehensive insurance and Collision insurance shall not exceed Five Thousand Dollars (\$5,000) per occurrence.

- d. Physical Damage Insurance/Total Loss Language: Contractor shall provide vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most Contractor will pay for any one loss is the lesser of: 1) the actual cash value of the damaged or stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property's stated value on the fleet inventory. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "total loss". If a repair or replacement results in better than like kind or quality, Contractor will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the vehicle owner as a loss payee, and shall be primary and in no respect excess to, contributory to, or contingent upon any physical damage coverage carried by the vehicle owner. Contractor shall provide the vehicle owner with a Certificate of Insurance showing compliance with the requirements of this paragraph.
- e. Subrogation Waiver: Each of the foregoing policies shall expressly waive the right of subrogation against YCIPTA and its Councils, Boards and Commissions, officers, employees, agents and volunteers.
- f. Failure to Secure: If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, YCIPTA shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums plus interest at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Contractor shall indemnify and hold harmless YCIPTA from the failure to place, failure to maintain, or the failure of any of the insurance policies required above.
- g. Additional Insureds: YCIPTA and its Councils, Boards and Commissions, officers, employees, agents and volunteers shall be named as additional insureds under all insurance coverage, except Workers Compensation, required by this Agreement. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance required in this Agreement.
- h. Primary Insurance: Endorsement(s) shall be provided which state that coverage provided by both the Commercial General Liability insurance policy and the Commercial Automobile Liability insurance policy is Primary Insurance and that the insurance that may be affected by YCIPTA will not be called upon to contribute to these coverages.
- i. Separation of Interest: Endorsement(s) shall be provided which state that coverage provided by both the Commercial General Liability insurance policy and the Commercial Automobile Liability insurance policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

31. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. YCIPTA, its officers, officials, employees, agents and volunteers are to be covered as insured as it respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired, borrowed or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to YCIPTA, its officers, officials, employees, agents or volunteers.
 - b. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as it respects YCIPTA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by YCIPTA, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance.
 - c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to YCIPTA, its officers, officials, employees, agents or volunteers.
 - d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YCIPTA.
32. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
33. Verification of Coverage: Contractor shall furnish YCIPTA with original certificates of insurance and endorsements effecting coverage required by this clause. The certificates of insurance and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements are to be received and approved by YCIPTA before work commences.
34. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement.
35. Changes in Subsidiary Duties: YCIPTA may request changes in Contractor's reporting requirements, training and safety programs, inventory requirements, testing procedures, personnel practices, and/or other operating details that do not result in changes to the service level. If Contractor declines such requests, or such request would result in a material increase in Contractor's costs or in the time required for performance, Contractor shall notify YCIPTA within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of Contractor's claim, which reflects actual increases or decreases in Contractor's total costs to perform this Agreement caused by the change in question.
- a. Additional Personnel and Services: If service under this Agreement is increased, requiring changes in the number of revenue vehicles, number of revenue hours, number of routes, and/or

service frequency, Contractor must have available, or be able to acquire in a timely fashion, any additional personnel required for the provision of such additional service within thirty (30) days of YCIPTA's request.

36. Employee Qualifications: The following minimum qualifications shall be required of those persons employed by Contractor:

1. A valid Commercial or Regular Drivers License with passenger endorsement;
2. A safe driving record;
3. Passage of pre-employment drug test;
4. A minimum of three (3) years recent experience safely driving a motor vehicle with a valid license;
5. Completion of Contractor's bus operator training program;
6. A criminal records and background check; and
7. Community First Aid and CPR certification.

37. Immigration Reform and Control Act of 1986: Contractor assumes full responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder in compliance with the Immigration Reform and Control Act of 1986 and rules and regulations promulgated in connection therewith (hereinafter "IRCA"). Contractor shall indemnify and hold YCIPTA, its officers, employees, agents and volunteers harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance with the provisions of IRCA.

38. Bus Operator Training: Contractor shall provide training for all personnel working under this Agreement. It is the sole responsibility of Contractor to ensure that each individual is fully knowledgeable of his/her duties and responsibilities, and can operate a cutaway vehicle in a safe manner. It is also Contractor's responsibility to provide additional training if the training requirements specified by YCIPTA are insufficient. At a minimum, training shall include sensitivity training, classroom instruction on Contractor's policies, procedures, defensive driving, local and State laws, bus operator notices, vehicle components, radio procedures, vehicle inspection, pick-up lists and schedules, fare collection, accident procedures, accident report writing, passenger handling, passenger empathy, use of wheelchair lift components, persons with disabilities handling, operation of lift with/without power, loading/tying down procedures, and emergency procedures.

A minimum of one (1) hour safety/ongoing training must occur every month for every bus operator employed. Contractor will deliver meeting agendas and minutes to YCIPTA and Contractor will add items to the next meeting's agenda upon the request of YCIPTA.

Each bus operator employed shall be evaluated by a qualified instructor at least once every six (6) months, including in-service evaluation and license checks.

39. Accidents. Whenever a bus operator is involved in a preventable accident, and whenever a bus operator is involved in two (2) or more non-preventable accidents in any twelve (12) month period, Contractor's qualified instructor shall ride with that bus operator and perform an evaluation. The bus operator shall also receive a minimum of four (4) hours of retraining documented to YCIPTA in writing.

40. Supervision of Bus Operators. Contractor shall supervise all bus operators to ensure that they are courteous *to all patrons at all times*, and accurately respond to patrons' questions. YCIPTA has the right to require the removal of any Contractor employee, subcontractor or service delivery provider that YCIPTA, by reasonable cause, determines at its sole discretion, to be negatively affecting performance of work under this Agreement as well as is found to be intemperate, troublesome, rude, disorderly, inefficient, or otherwise objectionable, as defined by YCIPTA. Upon receipt of written notice from YCIPTA that the behavior of an individual or service delivery provider under contract with or employed by Contractor is unduly impairing performance under this Agreement, Contractor agrees to remove that individual, service delivery provider or subcontractor from doing any further work under this Agreement.

41. Department of Transportation Number: Contractor shall install the phrase "Operated by (Contractor Name)" under the USDOT number.

**SCHEDULE B
PRICE AND PAYMENT**

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

The invoices shall be addressed to:

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

2. YCIPTA shall pay the invoices in full within thirty (30) days of receipt. Payment shall be sent to:

Eduardo Castro, Director of Transportation
Saguaro Foundation
1495 South 4th Avenue
Yuma, AZ 85364

3. YCIPTA shall pay Contractor Twenty Seven Dollars and Ninety Six Cents (\$27.96) per Revenue Vehicle Service Hour (“RVSH”), as invoiced each month, for the deliverables in Schedule A. Under no circumstances shall YCIPTA pay Contractor any amount in excess of One Hundred Eleven Thousand Eight Hundred Thirty Dollars and Seventy-Eight cents (111,830.78) based on a cap of Four Thousand (4,000) RVSHs, unless otherwise previously agreed to in writing and signed by both parties. The Twenty Seven Dollars and Ninety Six Cents (\$27.96) per RVSH listed herein is based upon the following numbers provided by Contractor:

		YCAT ONCALL BUDGET			
Personnel					
Position	FTE	Rate			Total Cost
Transportation Manager	0.13	60000			\$7,800.00
Accountant	0.3	20800			6,240.00
Driver	2.5	23712			\$ 59,280.00
					\$73,320.00
ERE	Item	Basis	wc basis	# Months	Total Cost
Fica	73320	0.0765			\$5,608.98
Unemployment Insurance (UI)	26616	0.0297			790.50
Workers Comp (WC) Driver	2.5	0.0501	7000		876.75
Workers Comp (WC) Admin	0.43	0.023	7000		69.23

Health Insurance	1.09	460	12	6,016.80	
Dental Insurance	1.09	19	12	\$ 248.52	
					13,610.78

Outside and Professional (O&P)

Item	Item	Basis	Cost		
SARA Rides	7500	1		\$7,500.00	
					\$7,500.00

Operating services (OS)

				Cost	
Vehicle Insurance (per Vehicle)	3		150	12	\$5,400.00
Indirect administration fee	1	0.1	30	4000	\$12,000.00
					17,400.00

Proposed Cost: **Total \$111,830.78**

Amount of Service hours 4000

o YCAT-ONCALL \$27.96 per hr.

- This service shall be operated in an origin to destination type of service. This means that passengers shall be picked up or dropped off at their location at the curb or door based on the disability of the passenger in accordance with the Americans with Disabilities Act (ADA). Contractor will be paid on a per hour basis, as specified above in Section 3, for Revenue Vehicle Service Hours operated pursuant to this Agreement. "Revenue Vehicle Service Hour" ("RVSH") is defined as total time a revenue vehicle is available to transport passengers, less Deadhead Time, bus operator breaks, lunch periods and idle vehicle time when the vehicle is not carrying passengers for more than thirty (30) minutes. "Deadhead Time" is defined as the time the vehicle is not available to carry passengers; typically, includes the time between the parking facility and the first designated vehicle stop, and/or between the maintenance facility, parking facility, fuel facility and/or dispatching location, and during maintenance. For compensation purposes, RVSHs are calculated from the time the first passenger is picked up to the time the last passenger is dropped off and excludes the items listed herein.
- Invoices shall be submitted by Contractor to YCIPTA monthly for services performed and expenses incurred. YCIPTA does not pay sales taxes as a governmental agency providing mass transportation services. Payment of each invoice will be due within thirty (30) days of receipt. If YCIPTA fails to make any payment due to Contractor for services and expenses under this Agreement within thirty (30) days after Contractor's transmittal of its invoice therefore, Contractor may, after giving notice to YCIPTA, suspend services under this Agreement until it has been paid in full for all amounts due.
- If YCIPTA objects to any charge on an invoice, it shall so advise Contractor in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

7. All extra work shall be approved by YCIPTA in advance and in writing. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. **Unauthorized work shall be at Contractor's expense.**

SCHEDULE C
REQUIRED FTA THIRD PARTY CONTRACT CLAUSES

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

A. No Obligation by the Federal Government to Third Parties

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

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

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
2. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in part or in whole with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
3. Contractor agrees to include the above two clauses in each subcontract financed in part or in whole with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractors who will be subject to the provisions.

C. Federal Changes

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

D. Civil Rights

The following requirements apply to the underlying contract:

1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal-implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may, in the future, affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements that the FTA may issue.
 - b. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit Law at 49 U.S.C.

§ 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements that the FTA may issue.

- c. Disabilities - In accordance with Section 102 of the Americans with Disabilities act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements that the FTA may issue.

3. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

E. Disadvantaged Business Enterprise

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

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

F. Incorporation of FTA Terms

The preceding provisions include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F and as it may be amended from time-to-time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA requests which would cause YCIPTA to be in violation of the FTA terms and conditions.

G. Energy Conservation

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

H. ADA Access

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

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

10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. Any implementing requirements the FTA may issue.

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

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

L. Termination

Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

K. Disputes, Breaches, or other Litigation

1. Disputes

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

2. Performance During Dispute

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

3. Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the part or of any of his employees, agents, or other

for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

4. Remedies

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

5. Rights and Remedies

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

L. Clean Air

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

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

[Not Applicable]

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

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

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers

that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

O. Charter Service Operations

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

P. Transit Employee Protective Provisions

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

a. General Transit Employee Protective Requirements

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

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

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

agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that DOL letter.

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

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

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

Q. Drug and Alcohol Testing

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

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

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

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

1. Contractor agrees to comply with all applicable standard orders or regulations issued, pursuant to the Federal Water Pollution Control Act, as amended, 22 U.S.C. § 1251 et seq. Contractor agrees to report each violation to YCIPTA, and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

2. Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000) financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

V. Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by YCIPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

W. Privacy Act (5 U.S.C. § 552)

Contracts involving Federal Privacy Act Requirements

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

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

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

Contractor agrees to provide YCIPTA, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Contractor's which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his authorized representatives, including any Program Management Office Provider, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311 or 5316.

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

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

SCHEDULE D

INSURANCE REQUIREMENTS/CERTIFICATION

Contractor shall procure and maintain for the duration of this Agreement, including any amendments, modifications, or supplements thereto, insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work contemplated hereunder by Contractor, its agents, representatives, employees, consultants or subcontractors.

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.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability	\$5,000,000 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	\$5,000,000 per accident for bodily injury and property damage.
Employer's Liability	\$5,000,000 per accident for bodily injury or disease.
Errors and Omissions Liability	\$5,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and pre-approved in writing by YCIPTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to YCIPTA, its officers, officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to YCIPTA guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor must make any such declarations, and obtain YCIPTA's approval, no later than the execution of this Agreement by separate written instrument.

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, agents and volunteers are to be covered as insureds as it respects: liability arising out of activities performed by or on behalf of Contractor; products and

completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired, borrowed or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to YCIPTA, its officers, officials, employees, agents or volunteers.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as it respects YCIPTA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by YCIPTA, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to YCIPTA, its officers, officials, employees, agents or volunteers.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YCIPTA.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under the Arizona Revised Statutes.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this Schedule. The endorsements should be on forms provided by YCIPTA or on other than YCIPTA's forms provided 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 at any time.

Indemnification

Contractor shall indemnify and hold harmless YCIPTA and its officers, officials, employees, agents and volunteers from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of the performance of the work described in this Agreement, caused in whole or in part by any willful misconduct and/or negligent act or omission of 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 agreed to abide by the insurance requirements herein.

Date: _____

Contractor: _____

By: _____

Signature

**SCHEDULE E
MISCELLANEOUS FORMS**

COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF ARIZONA

COUNTY OF YUMA

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, 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 _____ day of _____, 20____, at _____, Arizona.

Signed: _____

Title: _____

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The _____ (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: _____

Date: _____

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

The Primary Participant _____ (Name of Contractor) certifies 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 (3) 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 (3) year period preceding this proposal had one (1) 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, _____ (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: _____

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

Signature of Attorney/Secretary:

Date: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____, 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 _____ day of _____, of 20_____.

Signature of Authorized Official: _____

Title of Authorized Official: _____

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

CONTRACTOR: _____

1. CONTRACTOR overall DBE participation rate: _____

2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of _____): _____

JOB CATEGORIES

EMPLOYEES

Male					Female				
Wh	Blk	Hsp	Asn	Nat	Wh	Blk	Hsp	Asn	Nat

Officials & Managers:
Professional:
Technical:
Sales:
Office/Clerical:
Craftsmen:
Laborers:
Service:

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

By: _____

Title: _____

Date: _____



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, 2016

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 Request for Proposals for
Legal Services and award contract to Byrne & Benesch, P.C.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the legal services contract to be awarded to Byrne & Benesch, P.C.

Background and Summary: The current contract for legal services expires on June 30, 2016. YCIPTA Board of Directors approved the issuance of the Request for Proposals at the February 2016 board meeting. The RFP was published in March 1, 2016 with a due date for proposals of April 15, 2015. Only one proposal was submitted by April 15, 2016 which was from Byrne & Benesch, P.C.

Staff reopened and reissued the Request for Proposals with a new closing date of June 15, 2016 in hopes of acquiring more responses. Staff reached out to various law firms and Yuma County but did not receive any other responses by the due date.

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the legal services contract to be awarded to Byrne & Benesch, P.C.

Fiscal Impact: None.

Legal Counsel Review: None.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

Attachments: None.

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
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

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, 2016

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 Amended Personnel Policies

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

Background and Summary: During the last year staff has referred to the Personnel Policies on several different occasions and has found it is was lacking in guidance and specific language in several areas. These areas included:

1. Probationary employees and eligibility for medical, dental and vision insurance. Please refer to page 11 of the Personnel Policies.
2. Pay advances. Please refer to page 15 of the Personnel Policies.
3. Holidays. Please refer to page 15 of the Personnel Policies
4. Cash out of PTO. Please refer to page 18 of Personnel Policies.

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the Amended Personnel Policies.

Fiscal Impact: None.

Legal Counsel Review: Legal Council has review.

Attachments: Redline version of the Amended Personnel Policies.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

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
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

**Yuma County Intergovernmental Public
Transportation Authority
Personnel Policy Manual**

Effective:

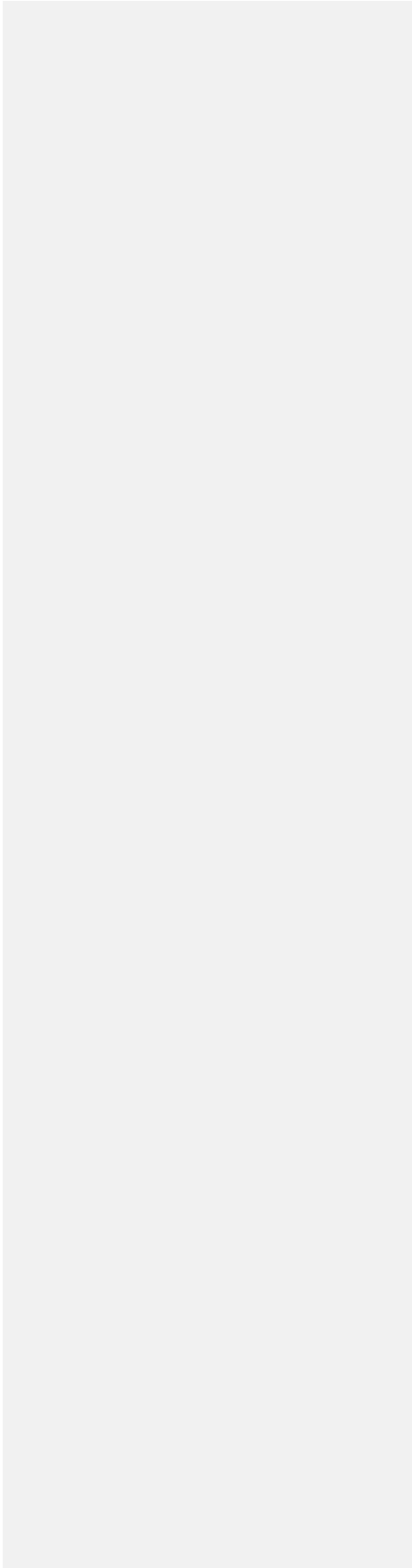
~~April 1, 2015~~ July 1, 2016

**Yuma County Intergovernmental Public Transportation Authority
Personnel Policy Manual**

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Yuma County Intergovernmental Public Transportation Authority Personnel Policy Manual

Effective December 1, 2011

Revised July 1, 2012, January 1, 2013, May 1, 2013, ~~and~~ April 1, 2015 and 2016.

I. PREFACE

The objective of the Yuma County Intergovernmental Public Transportation Authority, hereinafter referred to as "YCIPTA", is to operate, manage and maintain a public transit system in Yuma County.

The purpose of the Personnel Policy Manual is to guide YCIPTA staff. These policies should cover most operations. However, other specific details not covered shall be first discussed with the Transit Director and, if necessary, brought to and resolved by the Personnel Subcommittee of the Board of Directors.

Nothing in this Policy Manual or any other policy, procedure, booklet, manual or other document issued by or through YCIPTA creates or manifests a contract with an employee, unless the document expressly states that it is intended as a contract and is signed by the Transit Director. The Board of Directors retains the right to change any policy, rule or regulation affecting the terms and conditions of employment with YCIPTA at its own discretion, with or without employee consent.

A. General Provision

A. Delegation of Authority. Unless otherwise stated in these rules, the Transit Director may delegate any authority granted to the Transit Director in these policies.

B. Availability of Funds. The granting of any compensation in these rules is contingent upon the availability of funds, as determined by the Transit Director and the Board of Directors.

C. Conflict with Federal Requirements. The provisions of the Federal Hatch Act shall be applicable to these rules, and any provision of these rules which conflicts or is inconsistent with federal rules, regulation or standards governing the granting of federal funds to an agency shall not be applicable to such agency and the rules and regulations under applicable Federal Office of Management and Budget (OMB) guidelines shall be used.

D. Service of Notice. If any notice or document is to be given to any person or agency, the notice or document may be served personally or mailed to the last known residence or current business address of the addressee. Unless otherwise provided by law or these rules, service is complete upon mailing.

E. Correction of Errors. YCIPTA may correct a manifest error in these policies as necessary.

F. Disclosure of Information by Public Employees. Arizona Revised Statutes (A.R.S.) § 38-531 et seq shall apply to employment with YCIPTA.

II. SELECTION OF STAFF

A. **Selection** – The Transit Director shall be appointed by and serve at the pleasure of the YCIPTA Board of Directors. YCIPTA staff shall be hired and discharged by the Transit Director.

YCIPTA is an Equal Opportunity Employer and fills vacancies either by selecting current employees or by advertising outside YCIPTA. In all cases, YCIPTA seeks applicants who are the most qualified for the job, and considers merit, fitness, efficiency, character, conduct, as well as the needs of YCIPTA.

Temporary or contract positions of less than one (1) year in duration may be filled with a temporary YCIPTA employee, advertised externally, and/or filled by an applicant from a previous job search or by a former employee without an internal posting requirement. All other employment policy processes still apply.

Competitive recruiting consists of posting announcements at the Yuma County Human Resources Department, providing information on vacancies to other agencies and by posting on the Yuma County and YCIPTA Human Resources employment web pages and job lines. The opening date shall commence on the date the announcement first appears on the Yuma County and YCIPTA Human Resources employment web pages. If there are less than three (3) qualified applicants at the close of a competitive recruitment effort, the Transit Director may select from among those qualified or may reopen recruitment efforts.

The public announcement of vacancies shall specify the official title, salary range, typical duties to be performed (or where this information may be obtained), minimum qualifications, any special qualifications, the final date for receipt of applications or a statement of open continuous application and the method of application required.

All applications shall be on an official Yuma County or YCIPTA Employment Application. Applications must be filed with the Yuma County Human Resources Department, or as otherwise designated in the announcement, on or before the filing date specified in the announcement.

Applications for open continuous position vacancies may be filed at any time.

It is the policy of YCIPTA to employ only those individuals entitled to work in the United States. Proof of U.S. citizenship or authorization to work in the U.S. is required of all employees. YCIPTA participates in the E-Verify program.

- B. Interview and Evaluation** - YCIPTA uses an interview process to select employees. The Transit Director, or his/her designee, selects those applicants to be interviewed who are best suited for employment with YCIPTA. A panel selected by the Transit Director, or his/her designee, generally conducts an initial interview. This panel typically consists of staff members but may also include non-staff members. At its discretion, YCIPTA may prescreen applicants by telephone interview. The interview panel may determine eligibility by means of testing, discussion and rating of the applicants. The Transit Director, or his/her designee, may conduct a second interview at his/her discretion or may participate in the initial interview.

A list of eligible applicants will be established, and anyone who is hired by YCIPTA must be hired from this list. The managing supervisor may, in his/her discretion, recommend that no one is hired from the list, and either that the position be re-advertised or that the position be left vacant. The Transit Director, or his/her designee, must approve all final hiring recommendations/decisions.

All applicants must possess good character, and be of good physical and mental ability to successfully perform the duties of the position. Applicants may be required to furnish, at their own expense, evidence of character, education, physical condition and/or other qualifications which are job related.

Preference points, authorized by A.R.S. § 38-492, will be added to an applicant's score after the final rating is determined, provided that a passing grade or rating is earned without the addition of such preference points. Such preference points shall not be applied to promotional evaluation procedures.

All interviews shall be conducted in person unless a candidate resides fifty (50) or more miles from the interview site, in which case the interview may be conducted by telephone.

YCIPTA shall check references and investigate a candidate's background, education and work history.

- C. Employment of Relatives** - The provisions of A.R.S. § 38-41, as amended by Laws 1982, Chap. 229, § 23, and as may be amended in the future, relating to employment of relatives shall apply at all times to all positions within YCIPTA. Relatives shall not be employed in positions where one is in the supervisory chain of the other. Employees who become relatives after appointment shall not continue to be employed in violation of this policy. The Transit Director shall reappoint one of the two employees to an appropriate vacancy in accordance with these rules or one of the employees must resign.
- D. Interview Expenses** – Only executive level positions within YCIPTA shall be eligible for interview expense reimbursement. Interview expenses must be approved by the Personnel Subcommittee of the YCIPTA Board of Directors in order to secure reimbursement, and are subject to Internal Revenue Service (IRS) regulations, related to the applicant's travel, lodging, meals, local transportation and associated reasonable tips and fees. Any other expenses are not covered by this policy. Reimbursement expenses may be authorized to qualified applicants for their first and subsequent interview, not to exceed \$600.00 unless approved by the YCIPTA Board of Directors in advance. YCIPTA shall explain the reimbursement process, provide forms, and process reimbursement requests on behalf of the applicant.
- E. Relocation Expenses** – Relocation expenses may be provided, in the form of reimbursement, for the Transit Director position only, subject to YCIPTA's policies and procedures, and only after a Relocation Agreement is completed and approved by the Personnel Subcommittee. Reimbursable expenses are expenses, subject to IRS regulations, that only cover employee travel, food and lodging, packing, transportation, storage and unpacking of household goods and relocation costs of up to two (2) vehicles (non-recreational). Any other expenses are not covered by this policy. Covered employee is any new hire moving to Yuma County from another State or Country, subject to IRS provisions covering distance to the new location, which is hired to work for YCIPTA as the Transit Director.

IRS regulations require that all relocation expenses paid to an employee, or on behalf of the employee, must be reported as compensation. Accordingly, all such amounts will be included in the employee's taxable earnings on his/her W-2 for the year in which payment is made. Certain moving expenses may be allowed as a deduction. However, to the extent that moving expenses are not deductible or are in excess of deduction limitations, the employee will generally incur additional income taxes as a result of the reimbursement. Covered employees are responsible for paying their own taxes and seeking advice from their own tax advisor on reimbursements received from YCIPTA. Reimbursement expenses may

be authorized by the Personnel Subcommittee up to \$3,000.00. Any amounts greater than provided above must be approved by the Board of Directors before being authorized to the applicant.

YCIPTA shall explain the reimbursement process, provide forms, and process a reimbursement request, on behalf of the applicant, for processing. A Relocation Agreement form must be completed by the prospective Transit Director prior to any offer of assistance is made.

Once approved by the Personnel Subcommittee and Chairman of the Board of Directors, Human Resources will contact the prospective Transit Director and explain the relocation process. Human Resources will also send the Relocation Agreement and a copy of this Relocation Policy to the prospective Transit Director for his/her signature and approval. The Relocation Agreement will be in effect starting on the date Human Resources receives the signed agreement from the prospective Transit Director.

Only the following expenses are reimbursable: All expenses associated with the packing, loading/unloading, transportation, unpacking, and storage (up to one year) of household goods in Yuma County; charges for disconnecting/connecting major gas and electrical appliances, telephones/DSL; insurance premiums for household goods during the move and storage process; temporary living expenses for up to 45 days (meals, lodging, laundry, reasonable telephone charges and associated reasonable and customary gratuities); travel between the employee's old place of residence and Yuma County for one (1) home visit after starting work, a maximum of two (2) house hunting trips for the employee (and spouse), and the actual move itself.

Reimbursement expenses are not to be authorized for the following: Trailers, recreational vehicles, aircraft, or boats; any costs incurred as a result of the sale, purchase or alterations of the employee's residences; transportation of household goods from storage to the new home; transportation of livestock; perishables (food and non-food items); house plants; transportation of illegal items/substances; piano or organ tuning; deposits made on rental property and utilities; mortgage rate differentials; loss of school tuition or disposal of memberships in clubs; license plates, driver's license, or school transfer fees; purchase of a new TV or FM or radio antenna and/or satellite dish; boarding of pets; private mortgage insurance; any other item not expressly provided for above.

Relocation expenses shall be planned for and approved during the annual budget planning process.

III. AFTER EMPLOYMENT BEGINS

A. Probation - There are two types of probationary periods within YCIPTA's employment structure.

1. Original Probation - All new YCIPTA employees shall serve in an initial review period during the first six (6) months of hire known as the original probationary period. Employment beyond the six (6) months shall be upon satisfactory performance of the job duties as reviewed and determined by the Transit Director. At the sole discretion of the Transit Director or his/her designee, an employee's original probationary period may be extended if that employee's job performance is unsatisfactory and/or upon conduct by the employee that is not in compliance with YCIPTA's policies, procedures and code of conduct. †

2. Promotional Probation – An employee who is promoted shall serve a promotional probationary period under the same rules as an original probation. An employee who fails to successfully complete a promotional probation shall revert to a vacancy in the class in which regular status was held immediately prior to the promotion, without the right of appeal. If such a vacancy does not exist, the rules governing reduction in force shall apply. A reversion shall not preclude the imposition of any disciplinary action.

B. Reinstatement and Re-Employment – The Transit Director shall require a former employee who is reinstated or re-employed to complete an original probationary period regardless of the job classification.

C. Demotion - A demoted employee shall not be required to serve a probationary period in the position to which he/she is demoted.

D. References - YCIPTA maintains a neutral reference policy. Unless compelled to do so by state or federal law, YCIPTA does not release employment information other than the fact of employment, the date(s) of employment, the position and the salary range for that position. All questions regarding references should be directed to the Transit Director.

IV. SALARIES AND EMPLOYEE CLASSIFICATION

The salary and job classification schedule adopted by YCIPTA's Board of Directors shall establish the salary of each employee at the time of hiring, and as amended thereafter by the Board of Directors. Payroll functions for YCIPTA are provided by Yuma County Financial Services Department.

Employee classification determines how an employee will be paid, including whether an employee will receive overtime pay and the type/level of benefits received. YCIPTA determines employee classifications, including exempt and non-exempt status, based on job descriptions and the nature of the work performed consistent with the Fair Labor Standards Act (FLSA) and in compliance with federal and state non-exempt status guidelines.

- **Exempt Employees** hold executive, administrative, professional or other specified exempt positions. These employees are generally salaried. The salary is an exempt employee's compensation, regardless of the number of hours worked. They do not earn overtime and are expected to work as many hours as necessary to fully meet their responsibilities. The Transit Director position falls in this category.
- **Non-exempt Employees** perform work that does not qualify as exempt work according to the FLSA and Arizona law. These employees generally earn an hourly wage and are entitled to overtime pay for approved work performed in excess of eight (8) hours in one (1) calendar day or forty (40) hours per week.
- **Probationary Employees** are those employees who are working within their original probationary period, including those employees in a continued original probationary period as discussed in Section III (A)(1), or a promotional probationary period. The probationary period is used to evaluate performance and fitness for the position. The probationary period shall last six (6) months. At the sole discretion of the Transit Director, an employee's original probationary period may be extended if that employee's job performance is unsatisfactory and/or upon conduct by the employee that is not in compliance with YCIPTA's policies, procedures or code of conduct. Probationary employees ~~are~~ may be eligible for some benefits offered by YCIPTA with some limitations for employees who are in their original probationary period or continued original probationary period as discussed herein and in Section III(A)(1), as opposed to an employee in a promotional probationary period. Additionally, an employee working within their original probationary period is not eligible for medical, dental and vision insurance benefits until the 61st day of employment.
- **Regular Full-time Employees** are those who are assigned to work a regular schedule of forty (40) hours per work week and whose work assignments do not have a specific ending date. These employees may be exempt or non-exempt. Full-time employees are eligible for benefits offered by YCIPTA.
- **Regular Part-time Employees** are those who are assigned to a regular work schedule that is less than forty (40) hours per work week and whose work assignments do not have a specific ending date. These employees

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may be salaried or hourly. Part-time employees who work over twenty (20) hours per work week are eligible for full health care benefits and other benefits on a pro rata scale based on the percentage of hours worked in a work week in relation to a full time employee.

- **Temporary Employees** are those employees who are assigned to work for a specified period of time. YCIPTA hires these individuals based on assessed YCIPTA needs. These employees are not eligible for benefits.
- **Seasonal Employees** are temporary employees who work seasonally and may be rehired without going through the interview process.
- **Independent Contractors and Consultants are not Employees** but are independent agents who perform specific work according to their agreements with YCIPTA. They are not eligible for benefits.
- **Limited Contract Employees** are hired to fill a specific short-term need based on a grant or other specific funding source. They do not need to apply to a posted position and may, or may not, be subject to an interview panel. Their contract is for a specific amount of time and is generally a minimum of a year in length. They are eligible for benefits after six (6) months of service, including participation in the retirement plan.
- **Paid Interns** are those employees who have applied for and been accepted to work for a limited amount of time, generally for less than a year, in a training capacity in relation to a degree related curriculum. These employees are not eligible for benefits.
- **Unpaid Interns** are those individuals who are receiving training through an approved educational internship program with an educational institution. They do not receive any compensation, nor benefits, other than credit at their educational institution.

V. ASSIGNMENT OF DUTIES

- A. **Job Description** - At the time of hiring, an employee shall be provided a job description of the position's responsibilities for which he/she is being hired. Job duties may be expanded or otherwise modified after the start of employment by the Transit Director or other immediate supervisor. The employee may request a review by the Transit Director of any matter relating to his/her employment at any time.
- B. **Annual Review** - Each year the Transit Director will provide an Annual Employee Review of each employee and document that review in an Employee Evaluation Form; the completed form will be discussed with the employee and placed in the employee file after the end of the review. Any

resulting pay increase will be discussed during the annual review in accordance with the step scale for the salary range of that given position.

VI. WORK HOURS

- A. **Standard Work Week** - An employee work week shall consist of forty (40) hours per week for full time employees, with a one (1) hour lunch period and rest periods in the middle of the morning and middle of the afternoon for 15 minutes each rest period. The operating days and hours for YCIPTA administrative offices are subject to change by the Transit Director based on demands of YCIPTA.
- B. **Flexible Work Hours** may be authorized by the Transit Director as necessary by the nature of the work to be performed or upon request by an employee.
- C. **Compensatory Time** – The Transit Director, and such other employees directly appointed by the Board of Directors, will not be credited with compensatory time or receive direct remuneration for overtime hours worked. Other employees may, at times, be required to work non-standard hours and may be required to work more than the standard forty (40) hour work week. These employees may be granted compensatory time off for the overtime services performed based on an hour's compensatory time for each hour of overtime worked. Compensatory time shall be taken at a time mutually agreed upon by the employee and his/her supervisor.
- D. **Overtime Pay** - All work in excess of forty (40) hours per week, or in excess of an established work period, must be approved by the Transit Director for any non-exempt position. The Transit Director shall determine exemptions in accordance with the Fair Labor Standards Act, 29 U.S.C. Section 201, incorporated by reference herein and on file. Additional pay is at the rate of one and one-half times the employee's regular rate for each overtime hour worked.
- E. **Non-Covered Employees and Exempt Employees** are not covered by the Fair Labor Standards Act. Non-Covered employees include the Transit Director and any position designated by the Transit Director that is executive, administrative and/or professional in nature. Exempt employees are classified as exempt by certain provisions of the FLSA and do not have to be compensated for overtime when they work more than forty (40) hours in any given work week. These FLSA classifications are based on the employee's specific job description and duties, and apply regardless of the nature of the employer's business. FLSA regulations on exemptions also require that the employee be paid on a salary basis

(rather than hourly) and specifies a minimum salary in order for the employee to qualify for the exemption.

- F. **Attendance** - YCIPTA depends on its employees to report to work regularly and on time. YCIPTA defines absences as “not reporting for work” and/or “not remaining at work as scheduled.” Absences may be excused or unexcused. Medical absences are considered to be excused, but YCIPTA reserves the right to require a doctor’s certificate for medical absences for more than two (2) consecutive days or more than three (3) days in any three (3) month period.

If you know you will be absent or late, you must notify your supervisor, the Transit Director and/or the Transit Director’s designee, no later than one (1) hour after the start of your workday, or as far in advance as possible. In the event of illness, emergency or accident, the employee, or representative of the employee, must notify the supervisor, the Transit Director and/or the Transit Director’s designee, no later than one (1) hour after the start of the work day or as soon as possible, and each day thereafter that the employee is unable to report to work, unless on a pre-approved leave of absence. If this procedure is not followed, YCIPTA may consider the absence unexcused and take appropriate disciplinary action.

Excessive, unexcused absences or tardiness for non-exempt staff is defined as more than three (3) instances in a three (3) month period. Excessive, unexcused absences for exempt employees are defined as more than three (3) instances in a three (3) month period. Unexcused or excessive absences or tardiness will result in discipline, as will any instance of untruthful reporting.

VII. TRAVEL

An employee shall receive reimbursement for expenses incident to required travel to accomplish YCIPTA duties equal to actual and necessary expenses of travel, including airline, taxi/transit/shuttle, car expenses, lodging, meals, parking and internet access. If travel is beyond Yuma County, the employee shall receive the IRS rate for each mile of necessary travel accomplished through use of a privately-owned vehicle. Non-exempt employees required to travel to accomplish YCIPTA duties shall receive reimbursement for expenses in compliance with A.R.S. § 38-621 et seq. Prior written approval authorizing reimbursement for travel must be obtained from the Transit Director.

VIII. PAY PERIODS

- A. YCIPTA employees will be paid every two (2) weeks, with 26 pay periods per year. Regular paydays will be on the Friday following the end of the pay period. The pay period begins on Monday and ends on Sunday.

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~~Employee contributions to Social Security, federal income tax, state income tax, retirement, other benefits and related withholdings shall be deducted each pay period accordingly. Other withholdings may be authorized by the employee as well as instructed to the Transit Director. Employees shall report their time weekly to the Transit Director no later than 8:30 a.m. on the Monday of the work week immediately following the week being reported.~~

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~~**B. Pay Advances** – At the Transit Director's discretion, upon an employee's written request, YCIPTA may provide an employee a pay advance subject to a written agreement between YCIPTA and the employee. Any single pay advance shall not exceed \$800.00, and an employee may not receive a pay advance more than once per year.~~

IX. HOLIDAYS

The following are paid holidays for which, if falling within the normal work week, the employee will be excused from duty:

- New Year's Day – January 1
- Dr. Martin Luther King Jr. Day – Third Monday of January
- Washington's Birthday – Third Monday of February
- Memorial Day – Last Monday of May
- Independence Day – July 4
- Labor Day – First Monday of September
- Veterans' Day – November 11
- Thanksgiving Day – Fourth Thursday of November
- Christmas Day – December 25
- One Floating Holiday - TBD

The Governor of the State of Arizona may proclaim other days as legal holidays. When a holiday falls on Sunday, it is observed on the following Monday. When a holiday occurs on a Saturday, it is observed on the preceding Friday. ~~In the event the observed holiday falls on an employee's day off during the week, that employee shall observe the holiday on a day during that same week and be excused from duty.~~

Employees shall observe one floating holiday throughout the year. Each employee shall request the date in which that employee wishes to observe the floating holiday with written advanced notice and the request must be approved by the Transit Director. Floating holiday days may not be accumulated to future years. ~~Floating holiday is recommended to be used within the calendar year or as arranged with the Transit Director.~~

Any other "irregularities" in the holiday schedule will be resolved by the Transit Director and communicated to all employees.

X. LEAVE OF ABSENCE

A. Paid Time Off

1. Paid time off (PTO) provides employees flexibility and responsibility to manage their PTO for vacations, personal or family illness or injury; medical and dental appointments; personal business; and holidays not observed by YCIPTA.
2. PTO includes all periods of approved absence with pay, which are not chargeable to another category of leave.
3. **Pay Period Accrual Rates:**
 - a. All eligible employees will accrue PTO as defined below beginning from the date of employment.
 - b. PTO will continue to be accrued during any paid leave of absence.
 - c. Employees may not utilize leave without pay if they have available PTO, unless the time off without pay is a result of tardiness.
 - d. The following schedule of PTO accrual rates is based on the employee's number of years of credited service.
 - e. Pay period accruals shall be credited at the end of each pay period, provided the employee has been in an eligible pay status for at least one-half of the employee's working days in that pay period.

Years of Completed Service	Hours per Pay Period	Approximate Days Per Year
0-1	7.385	24
2-3	7.692	25
4-9	8.615	28
10-15	9.538	31

16-20	9.846	32
20 and up	10.154	33
Transit Director	10.154	33

f. Regular and probationary employees shall accrue PTO on the basis of the number of hours worked in the pay period at the following rates:

- 71.5 or more hours 100% of base rate
- 55.5 to 71 hours 75% of base rate
- 39.5 to 55 hours 50% of base rate
- 39 or less hours 0% of base rate

4. Part-time employees who work one-quarter time, one-half time or three-quarters time will accrue a proportional amount of annual PTO. Part-time employees who work some other percentage of full-time (other than one-quarter time, one-half time, or three-quarters time) will accrue PTO at the next lower rate.
5. Seasonal, temporary, emergency, clerical pool employees and part-time employees who work less than one-quarter time, shall not accrue PTO.

76. Credited Service

- a. The date of the beginning of credited service is the first day of the first complete pay period worked.
- b. All current and previous periods of eligible service as an employee of YCIPTA shall be counted as credited service.
- c. Military leave taken pursuant to A.R.S. §§ 26-168, 26-171 or 38-610 shall be counted as credited service.
- d. Active military service of an employee who is restored to YCIPTA employment is not a break in service and shall be counted as credited service.

87. Use of PTO - PTO may be taken at any time if approved by the Transit Director. PTO shall not be advanced to an employee.

- a. PTO may be used for scheduled or unscheduled absences for a sick reason as defined below:

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1. Illness, injury or other medical condition which renders the employee unable to perform the duties of the position.
2. Illness, injury, medical condition evaluation procedure or treatment by a licensed health care professional of a member of an employee's immediate family.
3. For the purposes of this section, immediate family member shall include an employee's spouse, dependent child, son, daughter, parent and/or individual who stands or stood in *loco parentis*, brother and/or sister if domiciled with the employee. The term "dependent child" is defined as a natural child, an adopted child, a foster child or a step child.
4. PTO may be used to care for the immediate grandparent of the employee, mother-in-law or father-in-law, but does not qualify under FMLA.

98. The Transit Director shall approve PTO requested as part of Family and Medical Leave (FMLA) for a serious health condition, defined under FMLA.

409. For absences greater than three (3) consecutive work days, the Transit Director may request medical verification by a health care provider.

4410. The Transit Director has the authority to approve or disapprove PTO requested by an employee or may require that the approved PTO be postponed or otherwise adjusted for good cause.

4211. The Transit Director is responsible for ensuring that all PTO is properly used and recorded.

12. An employee may request to cash out accrued PTO in lieu of taking time away from work and be paid for such PTO.

4312. PTO shall not be charged against an employee's accrued leave balance for an authorized holiday that occurs while the employee is using PTO.

4413. Separation - An employee who separates from YCIPTA shall be paid for his/her unused PTO, up to 400 hours for benefit eligible employees and 200 hours for employees who are not benefit eligible, at the termination of employment and at his/her current rate

of pay. Any PTO hours in excess of these limitations shall be forfeited.

4514. Conversion of Sick Time Prior to July 1, 2012 – At the time of conversion, all accumulated annual and sick leave will be converted to PTO.

B. **Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify the Transit Director immediately. Up to three (8 hour) days of paid bereavement leave will be provided to full time employees with the Transit Director's approval.

YCIPTA defines "immediate family member" as an employee's spouse, child, grandchild, parents, grandparents, and siblings or those same relatives of the employee's spouse.

Approval of bereavement leave may be requested by telephone, if necessary. However, as much advance notice as possible (considering the circumstances) should be given. In the event that additional time off is needed associated with the bereavement leave, the Transit Director may grant additional days of unpaid leave. Employees may, with the Transit Director's approval, use available PTO for additional time off.

Time off without pay to attend the funeral of other relatives or friends may be granted at the discretion of the Transit Director.

C. **Family Medical Leave Act (FMLA)**

Purpose: It is the policy of YCIPTA to comply with the provisions of the Family and Medical Leave Act of 1993, as amended from time to time, and to provide eligible employees up to twelve (12) weeks of leave within a 12-month period for certain family and medical reasons. YCIPTA is a covered employer under the Family and Medical Leave Act of 1993, Public Law 103-3 [H.R.1]; February 5, 1993, 107 Stat. 6 to 107 Stat. 29. d. An employee's rights under the Act are set forth below in summary format and is not intended to be relied upon as a statement of YCIPTA's, nor an employee's, legal rights and obligations. The full text of the FMLA is available from the Transit Director for review by any employee, and the full text and any statutes or rules, which implement the FMLA, shall govern an employee's rights notwithstanding any provision of this Personnel Policy Manual, which may be inconsistent with the FMLA.

1. On occasion an employee may find it necessary to be away from work because he/she are ill or he/she must care for a family

member. YCIPTA complies with applicable laws regarding family, medical and pregnancy leaves. YCIPTA's intention is to grant a leave of absence according to the law in effect at the time the leave is granted, and to grant benefits only to the extent the law requires, unless specifically stated otherwise.

An employee is eligible for FMLA leave if he/she has worked for YCIPTA for at least twelve (12) months, has worked at least 1,250 hours during the previous twelve (12) months, *and* works within 100 miles of other YCIPTA employees.

The Family Medical Leave Act of 1993 allows 12 weeks of paid or unpaid leave for any of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care; or
- To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- For the employee's own serious medical condition which makes the employee unable to perform his/her job duties.

If the employee is unwilling to, or unable to, return to work at the conclusion of the leave, YCIPTA may terminate his or her employment.

2. **Length of Leave** - The maximum time allowed for leave is twelve (12) work weeks in a continuous twelve (12) month period. This leave includes any time an employee is allowed to take because of pregnancy disability.

- Entitles an employee of up to twelve (12) work weeks in a year of unpaid leave to be with and assist a spouse, son, daughter or parent who is called to active duty in the U. S. Armed Forces.
- Entitles an employee of up to 26 work weeks of unpaid leave to care for a spouse, son, daughter or parent who suffered an injury or illness while on active duty in the U.S. Armed Forces that may render him or her unable to perform the duties of his or her office, grade, rank or rating.

The employee may opt to take PTO in lieu of unpaid FMLA time .

3. **Request for Leave, Advance Notice and Certification** - An employee must request leave as far in advance as possible. An employee may also be required to provide medical certification. If an employee does

not follow these rules, YCIPTA may deny leave requests or the request may be delayed. In addition, if the employee has not contacted his/her supervisor at the end of the scheduled FMLA leave, YCIPTA will assume that the employee does not plan to return and has terminated employment.

- The employee must give YCIPTA thirty (30) days notice of his/her need for leave if the employee knows in advance. If the employee did not know that leave would be needed the requisite thirty (30) days in advance, then the employee must notify YCIPTA as soon as possible.
- YCIPTA requires medical certification if the employee requests leave for his/her own serious medical condition or a family member's medical condition. This certification must be provided within fifteen (15) days of the request, unless it is not reasonably practicable. YCIPTA may request additional medical opinions at YCIPTA's expense. Employees are expected to cooperate with YCIPTA and the medical providers in obtaining any medical opinions.
- If an employee takes leave for his/her own serious medical condition, the employee must obtain a certification from the attending health care provider that he/she is able to return to work before reporting back to work.

4. **Job Benefits and Protection** - YCIPTA will maintain and pay for the employee's current, YCIPTA-provided health care coverage for up to twelve (12) weeks during any twelve (12) month period. YCIPTA uses a rolling twelve (12) month period to calculate FMLA leave eligibility. An employee will continue to accrue PTO during this 12-week period. Under most circumstances, the employee will be restored to his/her original or equivalent position, along with equivalent compensation, benefits and employment terms. If an employee takes FMLA leave under this policy, the employee will not lose any benefit that accrued before the leave began. At YCIPTA's or the employee's option, some kinds of paid leave may be substituted for unpaid leave. If an employee is a "key employee," that employee's reinstatement may be subject to certain limitations. A "key employee" is defined as "a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 100 miles of the employee's worksite." The Transit Director will advise key employees of possible limitations when the employee makes the leave request.

If an employee elects not to return to work from FMLA leave under this policy, the employee will be required to repay insurance premiums paid by YCIPTA unless the employee cannot return to work for reasons beyond the employee's control.

C. Other Forms of Leave

- 1. Jury and/or Civic Duties** – Upon substantiated application, an employee shall receive absence with pay as civic duty leave while serving as a juror, complying with a subpoena, voting or serving as a member of a governmental board, commission or similarly constituted governmental body.

Except for voting pursuant to A.R.S. § 16-401 (primary elections) or A.R.S. § 16-402 (general elections), an employee granted civic duty leave shall report for duty whenever the employee's presence is not required for the civic duty, unless:

- a. The distance to the work location would preclude timely reporting for the civic duty; or,
- b. The employee cannot return to work at least one (1) hour before the end of the work shift.

An employee who is subpoenaed as a witness by any court or administrative, executive or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's commercial, business or personal matters.

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any fees or money received from the Court for such duty to YCIPTA, except for mileage allowance.

An employee serving as a member of a governmental board, commission or similarly constituted governmental body may be absent with pay while performing official duties with the body.

- 2. Military Leave** – An employee who requests absence with pay on military leave pursuant to A.R.S. § 26-168, 26-171, or 38-610 shall submit a copy of the orders for duty with the request for military leave. All state and federal laws for military leave shall also apply.
- 3. Industrial Leave** – An employee who sustains a job-related disability that is compensable under the Workers' Compensation Law, Title 23, Chapter 6 of the Arizona Revised Statutes shall be placed on PTO leave. If PTO leave is not available, the employee shall use

compensatory leave, if available. After all applicable leave is exhausted, the employee shall be placed on unpaid industrial leave.

- a. An employee shall use PTO leave in an amount necessary to receive payments (leave payments plus Workers Compensation payments) not to exceed the gross salary of the employee.
- b. If the employee receives a retroactive Workers Compensation payment for any period of job related disability and has received leave payments for that period, the employee shall reimburse the agency in the amount of the Workers' Compensation payments and the equivalent value of leave shall be restored to the employee's appropriate leave account. Finance will reduce the employment taxable wages by the amount of the Workers' Compensation payment.
- c. **Light duty.** In the event of a disability that impairs performance on the job, the Transit Director shall make every effort to accommodate the employee by placing he or she in a suitable position as reasonably determined by the Transit Director.
- d. **Restriction.** PTO leave with pay or leave without pay shall not be granted to an employee who fails to accept compensation available pursuant to the industrial injury and disease provisions of A.R.S. § 23-901 et seq.
- e. **Health Benefit Plan participation.**
 1. An employee who is on leave without pay due to a **job-related** disability may continue to participate in the Health Benefit Plan for a maximum of six (6) months by paying the employee contribution.
 2. At the end of this six-month period, an employee who remains on leave without pay due to a **job-related** disability may continue to participate in the Health Benefit Plan by paying both YCIPTA's and employee's contributions, until the employee returns to work or is determined to be eligible for Medicare coverage or Long Term Disability, whichever occurs first.
- f. **Life Insurance Plan participation.** An employee who is on leave without pay may continue to participate in the Basic Life

and Accidental Death and Dismemberment Insurance Plan by paying YCIPTA's premium. An employee who elects to continue to participate in the Basic Plan may also continue any Supplemental coverage which is in force at the beginning of the leave without pay by continuing to pay the premium.

- g. **Disability Income Insurance Plan participation.** An employee who is on leave without pay may continue to participate in the Disability Income Insurance Plan by paying the premium.
- h. **Termination.** The insurance coverage of an employee on leave without pay who allows payment of the premiums or contributions to become delinquent shall terminate at 11:59 p.m. on the last day of the period covered by the last premium or contribution paid.
- i. **Accrual of leave -** An employee shall continue to accrue full leave credits as long as the employee is using two (2) or more hours of leave each day.

- 3. **Leave Without Pay** – May be allowed for a specific period upon written request to, and approved by, the Transit Director.

Leave of absences without pay shall be allowed one time for up to 12 months in any consecutive period of five (5) years, except for educational leave, which will be allowed to conform to the period of actual attendance at an accredited institution of higher learning. Limitations shall not apply to military service.

Leave of absence without pay, except in the case of military leave, shall only be authorized where the Transit Director determines that such leave will not be detrimental to YCIPTA.

- 4. **Extended Leave** – When an employee is on leave of absence without pay for any reason in excess of 15 calendar days, except military leave or while on leave following injuries sustained in the performance of YCIPTA duties, the anniversary date and periodic increase date of such employees shall be moved forward in an amount equal to the entire duration of that leave of absence. A leave of absence without pay for 15 calendar days or less will not affect the anniversary date.

Employees reporting to work at the end of an authorized leave of absence shall be employed, if practicable, in the same position or in another position in the same class held at the start of such leave of absence, provided further that return to employment will be in

accordance with the rules regarding reduction-in-force and all other applicable rules.

The appointment and employment of any person in a position vacated under the provision governing leave without pay shall be temporary under the meaning of this rule, except that the temporary period may be extended to cover the period of the leave of absence by the supervisor, and shall end no later than 30 days after the end of the leave of absence.

5. **Education Leave** - An employee may be sent to participate in a formal educational or training course of study at a college, university or technical school with pay based on the determination that the leave is in the best interest of YCIPTA. Such training shall be approved by the YCIPTA Board of Directors. See Section X.F. below.
6. **Administrative Leave** – The Transit Director may authorize an employee to be on administrative leave and absent with pay during a state of emergency declared by the Yuma County Board of Supervisors, State of Arizona or in other emergency situations such as extreme weather conditions, fire, flood or malfunction of publicly-owned or controlled machinery or equipment. The Transit Director may grant administrative leave to relieve an employee of duties temporarily during the investigation of alleged wrongdoing by the employee.
7. **Unauthorized Absence** – An unauthorized leave of absence shall be treated as absence without pay and, may be grounds for disciplinary action. Upon his/her return, the employee shall give a written statement to the Transit Director explaining the nature of his/her absence.
8. **Request for Leave** of absence, sick, annual or any leave listed above must be submitted to, and approved by, the Transit Director prior to the absence. In the case of an absence (sick, accident, etc.) where prior notification has not been submitted, proof of such illness, accident or other reason for failure to secure the requisite prior approval must be provided to the Transit Director.

XI. RETIREMENT BENEFITS

All YCIPTA employees shall be members of the retirement benefit program of the State of Arizona. YCIPTA shall withhold both the employee and employer contribution to be forwarded to the Arizona State Retirement System (ASRS) at a rate of 50% YCIPTA and 50% employee.

Participation in an optional deferred compensation program is available upon request by the employee. Additional details can be provided by the Transit Director, if interested.

XII. OTHER EMPLOYEE BENEFITS

- A. **Life, Accident, and Disability Insurance** – YCIPTA provides up to \$50,000 in basic life insurance to all of its full-time employees. All employees of YCIPTA have the option to purchase additional life, accident and disability insurance benefits. See Employee Benefits Plan for further details, available online at http://www.ycipta.org/documents/Benefits_Plan_copy_1.pdf. Appropriate withholdings will be made.
- B. **Workers Compensation** – YCIPTA provides workers' compensation insurance for all its employees at no cost to employees. This coverage applies to on-the-job injuries and certain occupational illnesses. Eligibility and benefits are determined by applicable law, and may include partial payment of wages or salary and medical treatment.

As workers' compensation benefits do not generally cover full wages or salary, an employee may elect to use accrued sick, vacation, or management leave to make up the difference between workers' compensation and regular wages or salary. Once accrued leave is exhausted, an employee will receive only workers' compensation.

If the employee is unable to work due to work-related injury, he/she may qualify for leave under the Family Medical Leave Act (FMLA). An employee should see the Transit Director if he/she believes that he/she needs FMLA leave.

In the event of a work-related injury, the employee must contact his/her supervisor or the Transit Director, or his/her designee, immediately. YCIPTA requires this notification even if the injury seems minor and/or no time is lost from work.

YCIPTA requires this information to ensure that any workers' compensation claim is handled correctly and in compliance with Arizona law. Failure to immediately report a work-related injury may result in disciplinary action.

- D. **Medical Insurance** – YCIPTA provides all full-time employees with group medical or other medical insurance program for themselves and their dependents. See Employee Benefits Plan for further details, http://www.ycipta.org/documents/Benefits_Plan_copy_1.pdf. Appropriate withholdings will be made for additional insurance coverage.

- E. **Dental Insurance** – YCIPTA provides all full-time employees with dental insurance. Additional coverage for dependants shall be at the employee's expense. See Employee Benefits Plan for further details, http://www.yciptat.org/documents/Benefits_Plan_copy_1.pdf. Appropriate withholdings will be made for additional insurance coverage.
- F. **Vision Insurance** – YCIPTA provides all full-time employees with vision insurance. Additional coverage for family members shall be at the employee's expense. See Employee Benefits Plan for further details, http://www.yciptat.org/documents/Benefits_Plan_copy_1.pdf. Appropriate withholdings will be made for additional insurance coverage.
- G. **Employee Training Opportunities** – All full-time YCIPTA employees shall be eligible for reimbursement for the costs of educational training that pertains to YCIPTA business. Reimbursements allowed include registration fee or tuition and, if out of Yuma County, appropriate travel and related expenses as defined in Section VII herein, provided that:
 - a. the requested course is judged by the Transit Director, and approved by the YCIPTA Board of Directors, to be applicable to the work of the employee;
 - b. the employee provides the Transit Director with a prior, written request to take the course;
 - c. the Board of Directors approves of the employee taking the course in advance of the employee's enrollment; and
 - d. the request is made sufficiently in advance to enable the tuition costs to be budgeted; and
 - e. the employee provides the Transit Director evidence that the authorized course was successfully completed with a passing grade.
- H. **Employee Assistance Program** - YCIPTA recognizes that many people encounter life situations where outside professional assistance would be beneficial. YCIPTA has an Employee Assistance Program with several goals: to retain valued employees, to restore performance through early problem identification and intervention, to motivate employees to seek help, and to make referrals to outside professionals. If YCIPTA believes that an employee's job performance is affected by mental or emotional problems, chemical dependencies or any other situation that affects the employee's job performance (marital, financial, etc.), YCIPTA may refer the employee to the Employee Assistance Program.

Referral to the program, diagnosis or treatment does not in itself jeopardize employment. It remains the employee's responsibility, however, to follow all YCIPTA policies and procedures at all times.

- I. **Unemployment Compensation** - YCIPTA provides unemployment compensation to qualifying former employees at no cost to them through the Arizona Department of Economic Security.
- J. **Memberships & Conferences** - It is the policy of YCIPTA to encourage employees to participate in trade and professional associations.
 1. YCIPTA may cover the cost of membership fees or dues in professional associations if approved in advance by the Transit Director and Board of Directors.
 2. YCIPTA's support of employees' attendance at professional conferences requires the approval of the Transit Director and Board of Directors. YCIPTA may contribute to the cost of attendance at such conferences according to the following principles:
 - a. **YCIPTA Time and Expense** - In certain circumstances, with preapproval of the Board of Directors, YCIPTA will pay expenses and allow administrative leave. Such circumstances may include an employee who has been invited to a conference to present a paper, give a speech or receive an award, or a conference that is deemed essential to one or more employees.
 - b. **YCIPTA Time, Individual Expense** - The Transit Director may grant administrative leave to an employee to attend a professional conference at the employee's expense. In approving such a request, the Transit Director or designee should consider relevancy, need, reasonableness, other workload and the impact on other employees.
 - c. **Individual Time and Expense** - The Transit Director may approve vacation for employees who wish to use their vacation time voluntarily to attend a professional conference at their own expense.
 - d. **Negotiated Terms** - The Transit Director, upon concurrence with the Board of Directors and the employee, may negotiate a cost-sharing arrangement based on options (a), (b) and (c) above. Example: YCIPTA pays conference fees and the employee pays travel expenses.

3. YCIPTA shall pay for membership in professional organizations if such membership is a requirement for employment. YCIPTA shall also pay for any continuing education requirements associated with a required professional affiliation. YCIPTA's Legal Counsel shall be solely responsible to oversee the obligation, and completion, of YCIPTA attorneys to obtain appropriate bar membership and satisfying continuing legal education requirements.

XIII. EMPLOYEE CONDUCT STANDARDS

- A. **Political Activity** – A federal law, the Hatch Act, restricts employee involvement in certain political activities. No solicitation is permitted in YCIPTA offices or facilities for any contribution to be used for partisan political purposes. An employee shall not, at any time, use his/her association with YCIPTA as a basis for influencing decisions in an election. YCIPTA employees are responsible for following the guidelines of the Hatch Act. The Act may be viewed at <http://www.osc.gov/hatchact.htm>.

The Hatch Act restricts the political activity of individuals principally employed by state, county or municipal executive agencies who work in connection with programs financed in whole or in part by federal loans or grants. Usually, employment with a state or local agency constitutes the principal employment of the employee in question. However, when an employee holds two or more jobs, principal employment is generally deemed to be that job which accounts for the most work time and the most earned income. YCIPTA uses federal grants for its operations, therefore, all YCIPTA employees fall under the provisions of the Hatch Act.

- B. **Nondiscrimination** – No employee of YCIPTA shall discriminate against an individual in violation of A.R.S. § 41-1461, et seq. or in violation of any Federal Law.
- C. **Sexual Harassment** – No person within YCIPTA shall violate the policy on sexual harassment as set forth herein. In addition to the steps below, nothing set forth herein shall be construed as depriving any employee of the right to initiate all proceedings seeking relief under any Federal or State laws or this policy. In addition, employees who are the victims of physical sexual harassment, are urged to contact the appropriate enforcement agencies, including the applicable police agencies, and seek criminal charges.
 1. **Purpose** - The purpose of this policy is to clearly establish YCIPTA's opposition to, and disapproval of, any unwanted actions

and advances of a sexual nature arising out of the work place situation.

2. **Policy** - It is improper and against the policy of YCIPTA for an employee to ask for, or receive, sexual favors from another YCIPTA employee or prospective employee in return for, or as a condition of, granting specific job or duty assignment, or any other action relating to employment.

It is improper for employees to conduct themselves in a manner which creates a "hostile working environment," such as, but not limited to, unwelcome sexual advances, requests for sexual favors, visual forms of harassment such as cartoons or drawings, physical interference with normal work or movement, such as blocking, following or touching an employee, verbal harassment such as jokes, slurs, derogatory comments, profanity and obscenity.

3. **Definition of Sexual Harassment** - Harassment based on sex is a violation of the Civil Rights Act of 1964, Title VII, Section 703.—Unwelcome sexual advances or requests of a sexual nature constitute sexual harassment when:
 - A. Submission to such conduct is made whether explicitly or implicitly a term or condition of an individual's employment;
 - B. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A general definition for sexual harassment is any unwanted and/or unsolicited verbal comment, physical contact, gesture, invitation, proposition, demand or related action of a sexual nature which results in favorable or unfavorable employment decisions or creates an intimidating, hostile or offensive working environment.

Jokes of a sexual nature, sexual teases, and vulgar language could all lead to a charge of creating a hostile work environment which would interfere with an employee's ability to work.

Although some acts prohibited by this policy may not constitute unlawful harassment under state or federal law, employees who

feel they are being subjected to prohibited harassment of any kind must bring the matter to the attention of the Transit Director or YCIPTA Personnel Subcommittee.

4. **Violation of Policy** - Violation of this policy shall be grounds for immediate disciplinary actions. Should any grievance proceeding under these rules result in a finding that a violation of this policy has occurred, disciplinary action shall be commenced immediately under the disciplinary rules, and the grievance proceedings shall be terminated.
5. **Harassment Complaint Procedure** - Any employee who believes that he/she is a victim of sexual harassment should complain immediately to the Transit Director or the YCIPTA Personnel Subcommittee. Any employee who observes possible acts of harassment in the workplace shall immediately report what ~~they~~ he/she observed to the Transit Director or YCIPTA Personnel Subcommittee. In every instance in which a complaint or report of possible sexual harassment is received by a supervisor or the Transit Director, the supervisor or Transit Director shall immediately notify the YCIPTA Personnel Subcommittee.
6. **Harassment Investigation Procedure** - The Transit Director shall immediately, or as soon as reasonably possible, conduct an investigation of any complaint or report of possible sexual harassment whether made directly to the Transit Director or by referral. The Transit Director may designate a qualified investigator to perform the investigative duties, with the resulting report submitted to the Transit Director.

The parties and all witnesses, if any, shall be interviewed and written or recorded statements taken. The Transit Director shall conclude the investigation and submit written findings and conclusions to the YCIPTA Personnel Subcommittee within fifteen (15) working days of first receiving the report or complaint. The Transit Director shall advise the YCIPTA Personnel Subcommittee if either an allegation or denial is supported by convincing evidence. If, in the Transit Director's opinion, it is impossible to satisfactorily determine the truth or falsity of the complaint or report, the YCIPTA Personnel Subcommittee shall be advised that the allegations have not been substantiated. If the Transit Director determines that an act of harassment occurred, the Transit Director's report shall also include recommendations regarding what disciplinary and other remedial actions should be taken.

7. If action is warranted, the Transit Director shall immediately initiate the same. The Transit Director shall also notify YCIPTA's legal counsel with regard to the results of the investigation.

D. Workplace Harassment —YCIPTA employees shall not participate in any form of workplace harassment against another YCIPTA employee, contractor or member of the public. Workplace harassment includes, but is not limited to, any unwelcome or unwanted conduct that denigrates or shows hostility or an aversion toward another person, such as bullying, cyber-bullying, retaliation and sexual harassment. Further, an employee may violate this policy against workplace harassment through any method, including, but not limited to, in-person, telephonic and electronic communication.

E. EEOC / ADA / Affirmative Action / Other Federal Requirements – YCIPTA is an Equal Opportunity Employer, complies with the Equal Employment Opportunity Commission (EEOC), Americans with Disabilities Act (ADA), Affirmative Action (AA) and all other applicable Federal employment-related guidelines as set forth by law. YCIPTA is required to, and shall, implement all programs deemed necessary to attain compliance.

F. Drug and Alcohol-Free Workplace - YCIPTA is committed to providing a safe, healthy and accident-free workplace. One of the conditions necessary to achieve such an environment is that the workplace be drug and alcohol free. This policy is developed in compliance with the Federal Drug Free Workplace Act of 1988, as amended.

YCIPTA is committed to programs that promote safety in the workplace, employee health and well-being, and public confidence. Consistent with the spirit and intent of this commitment, YCIPTA has a zero-tolerance policy when it comes to the use, possession or distribution of drugs and alcohol by employees.

The use, manufacture, possession or distribution of any controlled substance or alcohol by any employee while on YCIPTA property, or while on YCIPTA business, will be grounds for immediate dismissal.

The following activities are also expressly prohibited:

1. Reporting to work under the influence of a alcohol or a “prohibited drug,” as defined below.
2. The use, consumption, sale, purchase, transfer or possession of any prohibited drug by any employee during work hours, on work assignment, in or on YCIPTA property,

including YCIPTA vehicles or personal vehicles used for YCIPTA business, at any time.

3. The consumption of alcohol by any employee during working hours, on work assignments or on YCIPTA property, including YCIPTA vehicles or personal vehicles used for YCIPTA business, at any time.

Further, it is a condition of employment that all YCIPTA employees agree to abide by the terms of the policy and to notify YCIPTA of any drug statute conviction no later than five (5) days after such a conviction. Every possible effort will be made to hold such information in confidence, but such information will have to be reported within ten (10) days of receiving actual notice from the employee to a State or Federal agency if grant or contract funding is involved.

Violators of this policy are subject to disciplinary action up to, and including, termination of employment. Sanctions may include, but are not limited to, a requirement that the employee participate in and successfully complete a drug abuse or alcohol abuse assistance or rehabilitation program and/or a requirement that the employee undergo random drug testing following return to employment. The Transit Director shall make disciplinary decisions with the concurrence of the Board of Directors. Under federal law, YCIPTA must take disciplinary action against the employee within thirty (30) days of receiving notice of conviction.

For the purpose of this policy, "prohibited drug" means marijuana, cocaine, cocaine derivatives, opiates (narcotics), hallucinogens (LSD, mescaline, etc.), phencyclidine (PCP), amphetamines and any other "controlled substance" as defined in the Controlled Substance Act, 21 U.S.C. § 812, Schedules I-V, as may be amended from time to time, except when the use is pursuant to the instructions of a physician.

To the extent permitted by state and federal law, all records created or obtained regarding the results of tests conducted under this policy shall remain confidential, and shall be released only upon the written authorization of the employee or potential employee tested. Medical review officers, legal counsel and management may review information regarding test results where such review is deemed necessary for insuring the health, welfare or safety of the public, employees or workers. This provision is intended to comply with the requirements regarding confidentiality of medical information under the Americans with Disabilities Act of 1990, as may be amended from time to time.

- G. Confidentiality** – Subject to the requirements of the Arizona Revised Statutes, confidential information regarding any of the members of the

public that YCIPTA serves should in no way be divulged. Divulging confidential information will result in immediate discipline up to and including termination.

Information regarded as personal and confidential, including, but not limited to, payroll and other information, should be handled carefully. Managers should instruct their staff coming into contact with this information as to what qualifies as personal and confidential. Staff must use "Confidential" envelopes for such materials or write "Personal and Confidential" on the envelopes. Upon receipt of materials marked Personal and Confidential, these materials should be left sealed and are only to be opened by the individual to whom they are addressed.

- H. Personnel Files** – Subject to the requirements of the Arizona Revised Statutes, Personnel files are owned by YCIPTA and maintained by the Transit Director or designee. Personnel files contain information on the employee's employment and salary history prior to and since his/her arrival at YCIPTA. YCIPTA acknowledges and supports employee's right to privacy. Access to employment records is carefully protected and particular attention is paid to proper usage of the information.

Personal information, like medical records or documents regarding health care benefits or worker's compensation claims, shall be kept separately from the personnel files containing the employee's application/resume, performance evaluations and documentation of disciplinary actions and notices of termination. Should an employee wish to review his/her file, he/she should contact the Transit Director.

1. Content - Each employee's official personnel file shall contain:

- a. A copy of the job application for the employee's current position.
- b. A copy of all performance appraisal reports.
- c. A copy of personnel actions forms that have authorized changes in employment status, position, classification, pay or leave status.
- d. Letters of commendation.
- e. Insurance records.
- f. Disciplinary actions.

2. **Access** - Subject to the requirements of the Arizona Revised Statutes, access to employee's official personnel file shall be limited to:

- a. The employee or any individual who has written permission from the employee to review the personnel file.
- b. Personnel designated by the Transit Director as having a legal need for such information.
- c. Human Resources.
- d. Officials acting in response to court orders or subpoenas.
- e. An official of an agency of the Federal government, State government or any of their political subdivisions, but only when it is deemed by the Transit Director as appropriate to a proper function of the official requesting access.
- f. For purposes of subsection (e) of this section, an official is one who provides identification verifying that he/she is exercising powers and duties on behalf of the chief administrative head of a public body.

I. **Disclosure of Information** - The following information will be provided to any person pursuant to A.R.S. §§ 23-1361 and 39-121, et seq. :

1. Name of employee.
2. Date of employment.
3. Current and previous class titles and dates received.
4. Name of employee's current or last known supervisor.

J. **Standard of Conduct** - In addition to the conduct prohibited in the Arizona Revised Statutes, a violation of the standards of conduct listed in subsections (1), (2), and (3) below is cause for discipline and/or dismissal.

1. **Required Conduct** - Employees shall:
 - a. Maintain high standards of honesty, integrity and impartiality, free from any personal considerations, favoritism or partisan demands.

- b. Conduct themselves in a professional and ethical manner.
- c. Be courteous, considerate and prompt in dealing with fellow employees and in serving the public.
- d. Conduct themselves in a manner that will not bring discredit or embarrassment to YCIPTA.
- e. Comply with all federal and state laws and county rules and regulations.
- f. Report knowledge of any damage, theft or unauthorized removal of YCIPTA property to their immediate supervisor.
- g. Be on time for work, available during working hours and avoid unnecessary absences.

2. Prohibited Conduct - Employees shall not:

- a. Discriminate on the basis of race, color, religion, national origin, sex, age, disability, veteran status or political affiliation.
- b. Use their official position for personal gain, attempt to use or use confidential information for personal advantage.
- c. Permit themselves to be placed under any kind of personal obligation which could lead any person to expect official favors.
- d. Perform any act in a private capacity which may in any way be construed to be an official act.
- e. Accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment or loan which is, or may appear to be, designed to influence the employee's official conduct. This provision does not prohibit acceptance by an employee of food, refreshments or unsolicited advertising or promotional material of nominal value.
- f. Directly or indirectly use, damage or allow the use of, or damage to, YCIPTA property of any kind, including property leased to YCIPTA, for other than officially

authorized activities. All employees have a duty to protect and conserve YCIPTA property, including equipment, supplies and other property entrusted or issued to them.

- g. Engage in outside employment or other activity which is not compatible with the full and proper discharge of the duties and responsibilities of YCIPTA employment, or which tends to impair the employee's capacity to perform the duties and responsibilities in an acceptable manner.
- h. Inhibit a YCIPTA employee from joining or refraining from joining an employee organization.
- i. Engage in rebellious behavior, insubordination or any willful disobedience of YCIPTA policies or directives.
- j. Engage in physical violence or threats of physical violence against fellow employees and the public.
- k. Bully, retaliate against, or otherwise harass YCIPTA employees, contractors or members of the public either through in-person, telephonic or electronic methods.

3. **Employee Rights** - An employee shall not take any disciplinary or punitive action against another employee which impedes or interferes with that employee's exercise of any right granted under the law or these policies. Any employee who is found to have acted in reprisal toward an employee as a result of the exercise of the employee's rights may be suspended without pay for a period not to exceed thirty (30) days or dismissed. The Transit Director must consult with YCIPTA's legal counsel before taking any disciplinary action based on this policy.

K. **Employee Evaluations** - Regular status employees shall be evaluated at least annually. All probationary employees shall be evaluated at the end of probationary period, including those employees in the initial six (6) month original probationary term, a continued original probationary period as discussed in Section III(A)(1), or a promotional probationary period.

L. **Smoking** - YCIPTA does not allow smoking at any time in YCIPTA controlled, leased or owned buildings or within twenty (20) feet of an opening into the building or in YCIPTA vehicles, pursuant to A.R.S. §36-601.01.

- M. **E-mail and Voice Mail Use** - The use of e-mail and voice mail provide many advantages to YCIPTA. They improve productivity and provide the ability to communicate with other employees and outside contacts at virtually any time. The disadvantage is that employees assume that their messages are private, but privacy is not guaranteed. E-mail and voice mail are like other YCIPTA files, and can be used in the discovery process linked to litigation. Additionally, because e-mail and voice mail allow users to respond immediately, many do so without consideration. The potential risk is increased due to the ability to respond so quickly that a person may later regret what was written or said.

All electronic and telephonic communication systems, and all communication and information transmitted by, received from, or stored in these systems, are the property of YCIPTA, and these systems are to be used for job-related communications only.

E-mail or voice mail shall not be used to transmit vulgar, profane, insulting or offensive messages, such as, but not limited to, racial or sexual slurs. Prohibited uses of e-mail and voice mail include, but are not limited to, soliciting outside business ventures, advertising for personal enterprises or causes, or soliciting for non-YCIPTA related purposes. This policy does not prohibit personal messages of a social nature that do not contain otherwise prohibited content. Employees are not permitted to use passwords, access a file or retrieve any stored communication unless authorized to do so, or unless they have received prior clearance from an authorized YCIPTA representative. All passwords are the property of YCIPTA.

Authorized representatives of YCIPTA, from time to time, may monitor the use of such equipment. Such monitoring may include accessing recorded messages, and printing and reading data files.

Employees who violate this policy are subject to disciplinary action, up to and including termination.

- N. **Gifts** - No employee may seek or accept any gift, service, favor, employment, engagement or economic opportunity that would tend to improperly influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her duties.
- O. **Workplace Safety** - Providing safe working conditions are a primary YCIPTA concern. YCIPTA strives to provide a safe workplace and to prevent accidents through staff member training. All employees are responsible for maintaining a safe workplace. YCIPTA encourages employees to make recommendations, suggestions or criticisms regarding any unsafe conditions. Employees should direct all such

comments to their immediate supervisors, the Transit Director, or such designee who is responsible for correcting such problems when feasible. The safety and security of our employees is of vital importance. YCIPTA will not tolerate acts or threats of physical violence, including intimidation, harassment and/or coercion, that involve or affect YCIPTA or which occurs on YCIPTA property.

YCIPTA takes all reports of threats and violence seriously. Any YCIPTA employee who witnesses or learns of threats or violent acts should report it immediately to his/her supervisor. If the risk of physical injury is imminent, the employee should contact a supervisor, a manager, or call 911. Supervisors who fail to report threats or acts of violence will be disciplined, up to and including termination.

The prohibition against threats and acts of violence applies to anyone involved in the operation of YCIPTA, including, but not limited to, YCIPTA employees, contract or temporary workers, vendors, clients and anyone else on YCIPTA property. YCIPTA will take appropriate disciplinary and/or legal action against anyone who violates this policy.

- P. **Use of Property** - YCIPTA strives to acquire, lease and maintain state-of-the-art facilities and equipment to perform the tasks assigned to it and to make its employees' jobs easier. In order to protect the trust given to YCIPTA, all YCIPTA employees must know and comply with YCIPTA rules regarding YCIPTA property.

The building, vehicles, desks, file cabinets, telephones, copiers, shredders, books, stationery and supplies are among the more obvious types of owned or leased YCIPTA property. In this day and age, however, it is important for all employees to recognize that YCIPTA property also includes technical resources such as computers, software, fax machines, Internet and Web access, YCIPTA intranet, e-mail, voicemail and electronic bulletin boards, whether leased or purchased. Employees should have no expectations of privacy regarding the use of these resources and YCIPTA may inspect or oversee any of these items at any time.

All YCIPTA property is to be used for YCIPTA business only. YCIPTA property may not be used for personal matters or to advance individual concerns. The only exceptions to this rule are that employees may make toll-free personal telephone calls, write personal emails and use the Internet on their breaks and lunch to the extent that such use complies with all other YCIPTA policies. YCIPTA property is not considered the private property of any employee. YCIPTA will monitor its use to ensure compliance, and reserves the right to discipline those who violate the policy.

In the event of unexplained losses or damage to YCIPTA property, YCIPTA expects its employees to participate in the investigation process and any program to reduce loss and damage. Employee participation in investigations is mandatory, and failure to participate in good faith may result in discipline, up to and including discharge.

Q. Use of YCIPTA Vehicles – Employees must exercise care and follow all operating instructions, safety standards and guidelines when operating YCIPTA vehicles. Failure of an employee to do so may affect that employee's eligibility to use YCIPTA vehicles. Any traffic violations received on or off the job can affect an employee's ability to perform the functions of their position at YCIPTA. It is the employee's responsibility to notify the Transit Director immediately if you lose your right to continue driving any vehicle, even temporarily, because YCIPTA's insurance carrier may no longer cover that employee as an eligible driver for YCIPTA. YCIPTA has the right to request a Motor Vehicle Record from an employee eligible to drive for YCIPTA at any time, and that employee is required to provide it upon request.

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XIV. TERMINATING EMPLOYMENT

- A. **Termination** – As outlined in Section III(A)(1), each new employee shall serve an original probation period for six (6) consecutive months, at the end of which the employee's employment status shall generally be considered permanent. However, if the Transit Director has extended an employee's original probation period as permitted pursuant to Section III(A)(1), that employee's employment status shall not be considered permanent until such time as he/she achieves a satisfactory performance evaluation. Any probationary or permanent employee may be discharged, suspended or demoted for cause, or when the work of YCIPTA no longer justifies a continuance of the position he/she holds, or when a staff reduction is required by budget considerations. The reason for discharge of a permanent employee shall be presented to the employee in writing at least ten (10) working days prior to the effective date of termination. Permanent employees have the right of appeal to the Personnel Subcommittee within ten (10) working days of receipt of such termination notice, provided the permanent employee thinks cause for such action to be arbitrary or capricious.
- B. **Resignation** – If an employee plans to terminate employment with YCIPTA, he/she should give at least ten (10) working days advance notice, unless lesser notice is considered adequate or reasonable by the Transit Director because of extenuating circumstances. Notice of resignation must be in writing unless waived by the Transit Director. Leaving employment without notice, or being absent in excess of three (3)

consecutive working days without authorization and/or notification, will be grounds for disciplinary action, up to and including termination of employment. An employee who fails to give such notice shall not be eligible for reinstatement.

- a. **Oral Resignation** - If an employee provides his/her resignation orally, the Transit Director shall confirm the resignation in writing.
 - b. **Refusal of Resignation** - The Transit Director may refuse to accept a resignation and dismiss an employee.
 - c. **Withdrawal of Resignation** - A resignation may be withdrawn only in writing by personal delivery to the Transit Director and not later than the end of the next working day after the employee gave notice of resignation. If a withdrawal is not submitted by this time, the resignation shall be final unless both the Transit Director and the employee agree, in writing, that the resignation may be withdrawn.
- C. **Reduction In Force** – The Transit Director shall request approval from the Board of Directors to conduct a reduction in force, indicating the reason for the reduction and the effective date of the reduction. Said reduction shall take effect thirty (30) days after the approval date of the reduction by the Board of Directors. If the reduction in force results from the abolition of a filled position, YCIPTA may not re-establish the position for two (2) years, unless the abolition of the position was due to fiscal constraints, legislative action or court order. When a program is abolished or service permanently terminates operation so that the phasing out of operations occurs over a period of not less than three (3) months, Human Resources, in consultation with the Transit Director, shall consider reduction in force activity, and shall develop and communicate to affected employees the appropriate alternative reduction in force procedures to permit staggered phase-out and transfer, reduction or separation of personnel as appropriate. Subject to work requirements, the Transit Director shall allow employees affected by a reduction in force to be released from work with pay to attend job interviews.
- D. **Exit Interview** - The purpose of this policy is to obtain feedback from terminating employees concerning working conditions, policies, supervision, and other matters related to their employment with YCIPTA. YCIPTA will use information obtained from exit interviews to identify problem areas and consider changes for their improvement.

YCIPTA will schedule an exit interview for voluntarily departing employees with the Transit Director. The departing employee will be requested to complete an exit interview form during the interview.

XV. DISCIPLINARY ACTIONS

- A. In most cases, YCIPTA follows the general guidelines of progressive discipline unless it determines that the steps of progressive discipline are inappropriate. The purpose of these guidelines is to identify problems, correct them at the earliest stage possible, reinforce YCIPTA expectations and assure equitable treatment.
1. Probationary Employees. An employee in the original probation period, including a continued original probationary period, may be disciplined at any level and/or discharged for any reason at any time, with or without notice. **A terminated original probationary employee, including an employee in a continued original probationary period, cannot grieve or appeal his/her discharge.**
 2. Permanent Employees. YCIPTA will generally apply the following progressive discipline action when dealing with violations and/or deficient performance by those employees who have successfully completed the original probation period.

YCIPTA complies with applicable state and federal laws regarding exempt employees.

B. Stages of Progressive Discipline

- **Step 1: Informal Counseling** – Based on the severity of the violation, the supervisor or Transit Director, or his/her designee, may elect to skip this step and begin at Step 2.
- **Step 2: Written Notice** – After the supervisor or Transit Director, or his/her designee, reviews the alleged violation and/or deficiency, the supervisor or Transit Director, or his/her designee, will generally ask the employee his/her views on the matter, advise the employee that the problem must be corrected, inform the employee that failure to correct the problem may result in further discipline up to and including termination, and issue a written notice to the employee, with a copy to the employee's personnel file.
- **Step 3: Second Notice** – If the employee does not achieve satisfactory performance or abide by YCIPTA rules, the employee's supervisor and the supervisor's superior may meet with the employee and proceed through the steps previously outlined in Step 2 and issue a second written notice to the employee, with a copy to the employee's personnel file. YCIPTA may also suspend

the employee without pay, demote the employee or reduce the employee's current step. Salaried employees may be suspended without pay only in increments of a week or more.

- **Step 4: Termination** – If YCIPTA determines that termination is appropriate, YCIPTA will notify the employee in writing.

C. **Dischargeable Violations** – In addition to the conduct prohibited in the Arizona Revised Statutes, a violation of the standards of conduct listed in subsections (D) and (E) below is cause for discipline or dismissal from YCIPTA employment.

D. **Standards of Conduct** – YCIPTA employees shall:

1. Maintain high standards of honesty, integrity and impartiality, free from any personal considerations, favoritism or partisan demands.
2. Conduct themselves in a professional and ethical manner.
3. Be courteous, considerate, and prompt in dealing with fellow employees and in serving the public.
4. Conduct themselves in a manner that will not bring discredit or embarrassment to YCIPTA.
5. Comply with all federal and state laws and county rules and regulations.
6. Report knowledge of any damage, theft or unauthorized removal of YCIPTA property to their immediate supervisor.
7. Be on time for work, available during working hours and avoid unnecessary absences.

E. **Prohibited Conduct** - YCIPTA employees shall not:

1. Discriminate because of race, color, religion, national origin, sex, age, disability, veteran status or political affiliation.
2. Use their official position for personal gain or attempt to use, or use, confidential information for personal advantage.
3. Permit themselves to be placed under any kind of personal obligation which could lead any person to expect official favors.
4. Perform any act in a private capacity which may in any way be construed to be an official act.

5. Accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment or loan which is, or may appear to be, designed to influence the employee's official conduct. This provision does not prohibit acceptance by an employee of food, refreshments or unsolicited advertising or promotional material of nominal value.

6. Directly or indirectly use, damage or allow the use of or damage to YCIPTA property of any kind, including property leased to the county, for other than officially authorized activities. All employees have a duty to protect and conserve YCIPTA property, including equipment, supplies and other property entrusted or issued to them.

7. Engage in outside employment or other activity which is not compatible with the full and proper discharge of the duties and responsibilities of YCIPTA employment, or which tends to impair the employee's capacity to perform the duties and responsibilities in an acceptable manner.

8. Inhibit a YCIPTA employee from joining or refraining from joining an employee organization.

9. Engage in rebellious behavior, insubordination or any willful disobedience of YCIPTA policies or directives and/or policies of their respective agencies.

10. Engage in physical violence and/or threats of physical violence against fellow employees and the public.

- F. **Hearing Procedures** – An employee who successfully completed his/her original probation period and who has been discharged or formally disciplined in writing by the Transit Director or designee, or who disputes a decision by the Transit Director or designee regarding an employment related grievance, may appeal such action to the Board of Directors. Such appeal shall be in writing, signed by the employee and delivered to or mailed to the Chairman of the Board of Directors with a copy to the YCIPTA Transit Director. An appeal must be filed with YCIPTA no later than thirty (30) days after the employee's termination date, (exclusive of accrued PTO time), or within thirty (30) days after formal written notice of the action appealed (other than discharge). Failure of the employee to appeal within this time period shall constitute a waiver of the employee's right of appeal provided by this section. The Chairman shall schedule the appeal without unreasonable delay at a regular, special or personnel meeting of YCIPTA Board of Directors during executive or open session in accordance with A.R.S. § 38-431.03. Following such hearing, the Board of Directors may sustain, overrule or modify the action of the Transit Director or designee. If the appeal is from an action discharging the employee, the Board of Directors may reinstate the employee with or

without conditions attached to such reinstatement, and with or without reimbursement of all or part of the salary and benefits lost as a result of said discharge.

**YCIPTA Personnel Policy Manual
Acknowledgment of Receipt**

I have received a copy of YCIPTA's Personnel Policy Manual. I understand I am responsible for reading, understanding and complying with the contents of the policies and procedures as they outline my responsibilities, benefits and the organization's policies. I also understand that if I have any questions regarding the contents of this document I will ask the Transit Director or my direct supervisor.

Further, I understand the following:

- This document represents a brief summary of some of the more important policies of YCIPTA and is not all-inclusive.
- YCIPTA retains the sole right in its business judgment to modify, suspend, interpret or cancel, in whole or in part, at any time, and with or without any notice, any of the published or unpublished policies or procedures.
- The contents of this policy and procedure document do not constitute an express or implied contract of employment.
- I have the right to end my work relationship with YCIPTA, with or without cause and with or without notice, and YCIPTA has an identical right.

Employee Name (Please print)

Signature

Date



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, 2016

Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion regarding the San Luis Transit Circulation Study Draft
Final Report

Requested Action: None Required

Background and Summary: Staff is presenting the Draft Final Report for the San Luis Transit Circulation Study prepared by Kimley Horne. Staff would like the YCIPTA Board of Directors to review this draft study and provide any comments, recommendations or concerns.

Recommended Motion: None

Fiscal Impact: None.

Legal Counsel Review: None

Attachments: San Luis Transit Circulation Study Draft Final Report

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

Approved for Submission

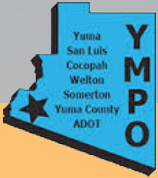
Shelly Kreger
Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

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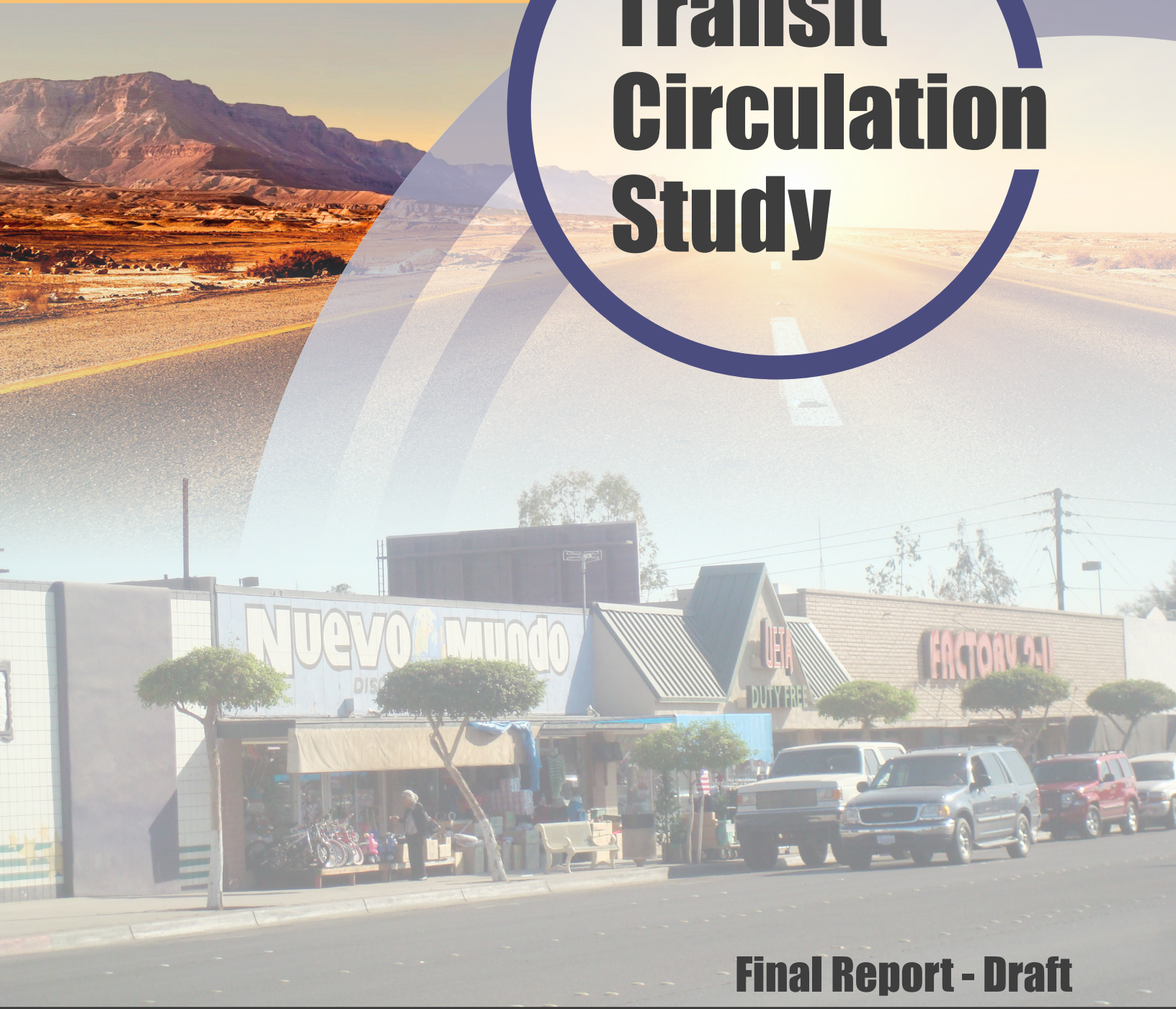
Shelly Kreger, Transit Director



Prepared for:
Yuma Metropolitan Planning Organization

San Luis

Transit Circulation Study



Final Report - Draft

June 2016

Kimley»»Horn

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1. Introduction

San Luis, Arizona, is the second busiest border crossing point in Arizona, and has two ports of entry (POE): San Luis I for vehicle and pedestrian crossings, and San Luis II, a commercial port of entry located approximately five miles east of the San Luis I POE. With over 31,000 residents, San Luis is the gateway between Sonora/Sinaloa, with over 500,000 people within an hour’s drive of the city, and the southwestern region of the United States. Key industries in the San Luis region include retail trade, agriculture, and manufacturing. Major employers include Walmart, the ACT Call Center, Gadsden Unified School District, Arizona State Prison, and the City of San Luis.

San Luis’s proximity to the border necessitates multimodal infrastructure to improve border functions and the community’s quality of life. Recently, Arizona Department of Transportation (ADOT) completed the San Luis POE Traffic Rerouting project. This project was a significant improvement for both vehicular port of entry traffic and business district bicyclists and pedestrians. Moving port of entry traffic to two local, converted one-way streets, provided the opportunity to improve traffic congestion commonly experienced in border-adjacent communities. By rerouting vehicle traffic from the San Luis Port of Entry away from Main Street, access to businesses on Main Street improved, better accommodating pedestrians and bicyclists. In addition, it allowed for additional benches and landscaping along with roadway improvements along Main Street. The project included new roundabouts at Main Street (US 95)/D Street, and at Main Street/Urtuzuastegui Street, and a Pedestrian Hybrid Beacon (PHB) at Urtuzuastegui Street.

This study, the San Luis Transit Circulation Study, represents a continued enhancement of multimodal options to improve quality of life for residents and visitors to San Luis. Currently, transit service is provided in the San Luis area on Yuma County Area Transit (YCAT) Yellow Route 95 and Silver Route 9. Route 95 provides service between San Luis and to the downtown Yuma Transit Center via 4th Avenue on a one-hour headway, with 30 minutes service during the a.m. and p.m. peak hours. Silver Route 9 connects Arizona Western College to San Luis via Araby Road, County 14th Street, and US 95.

A new circulator service will leverage the current YCAT services in Route 9 and 95 to support the City’s overall goal of maximizing transit trips and providing mobility options to its residents and visitors.



Project Goals

The purpose of the San Luis Transit Circulator Study is to evaluate the feasibility of, and opportunities for, a new transit circulator route that meets the needs of the San Luis community and is implementable in a two- to five-year timeframe—dependent upon available funding. The transit circulator route that is recommended in this study was developed through completion of the following activities:

- Conduct stakeholder interviews
- Identify key activity centers within the service area, major service centers, and trip generators
- Review Census data and extract key information to assess community demographic patterns
- Identify a circulator alignment(s) that meets customer needs and expectations
- Develop service and operations parameters
- Identify needed bus stop/corridor improvements
- Solicit public and community input
- Develop capital and operating costs

Stakeholder Interviews

In the process of developing an initial route alignment, Kimley-Horn met with stakeholders from across San Luis on January 13, 2016. These interviews focused on identifying key activity centers for circulator service, important service parameters, and roads or intersections that may delay the service. Stakeholders were asked what changes in San Luis could affect the service, and how the service could be most successful in serving the residents and visitors of the City. The stakeholder input informed subsequent phases of the project, including the identification of the following key activity centers which the circulator should serve:

- Riedel Center
- Walmart
- Fernando Padilla Community Center
- Bienestar Apartments
- Del Sol Grocery Store/ACT Call Center
- San Luis HS/Arizona Western College
- San Luis Recreation Center

A summary of stakeholder input is included in the Appendix.



2. Survey

As part of the development of the San Luis Circulator route and operations plan, a public outreach event was held on February 23, 2016. Surveys were administered electronically at a variety of sites across San Luis, both in English and Spanish. These surveys were also distributed via a web address and in paper form on the YCAT bus system.

Methodology

The survey's purpose was to allow the public the opportunity to comment on the level of support and the feasibility of the proposed San Luis Transit Circulator. Input was solicited with regards to preferred destinations, current means of travel around San Luis, desired service span and frequency, and potential fares along with existing fare media usage. A copy of the questions asked in the survey can be found in **Appendix A**.

Results and Next Steps

The survey was completed by over 80 people, with 20 English respondents and over 60 Spanish respondents. The results of the public outreach, along with discussions with local and regional stakeholders, formed the basis of the operating plan for the San Luis Transit Circulator.

Key Findings



Among regularly scheduled trips, school/work make up nearly a third of existing YCAT trip destinations. Forty percent of respondents indicated interest in using the circulator for similar trips.

Cash fares are used for approximately 66% of transactions on YCAT. Seventy percent of respondents would prefer a fare below the standard YCAT fare of \$2.



Strong interest was expressed for service starting at 5 a.m. and continuing to 9 p.m. or later. Frequency preferences were evenly split between 30 minutes and one hour.

Two-thirds of respondents expressed interest in regional connections being provided, with nearly half of respondents indicating interest in a connection to Yuma.



Results Discussion

Two-thirds of respondents had a valid Arizona driver's license; 16% had no available cars in their household; and 12% of respondents stated that they had no drivers in their household. The survey demonstrates that households have access to vehicles and legal drivers; however, this does not imply the regular availability of a car for all trips - 77% of households have two drivers, while 63% of households have two or more cars. Thus cars cannot accommodate every trip made during the day by members of these households.

Of the survey respondents, just over one quarter of those polled use the YCAT bus system more frequently than once a week, and 47% never use it. Respondents were asked both the purpose of current trips on the bus, and where they may consider riding the bus with a new circulator service. The results are seen in **Figure 1** and **Figure 2**, below. As observed, shopping makes up nearly one third of trips, both in the current configuration and in potential trips with a new service. Of interest is the growth in respondents who indicated they would use the bus to get to work or school. Current bus trips to work or school make up just 31% of trips as identified by the survey. By contrast, 40% of respondents indicated they would use the future service to reach work or school. A strong design for school and work trips would likely create a more successful circulator service.

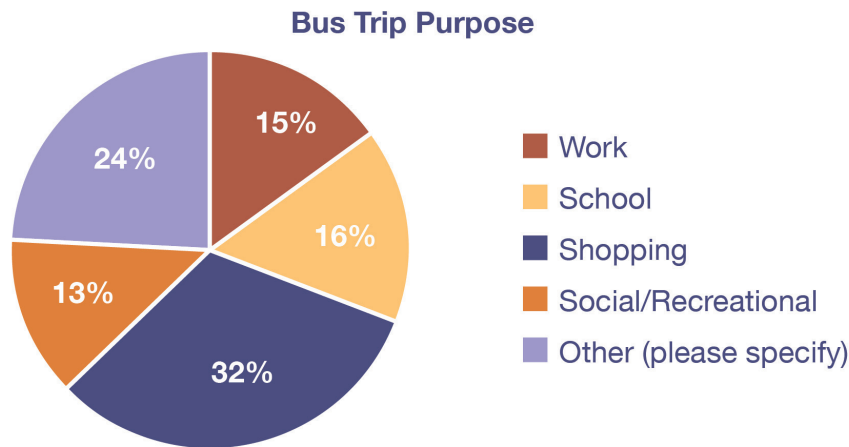


Figure 1 – For what purpose do you ride the bus?

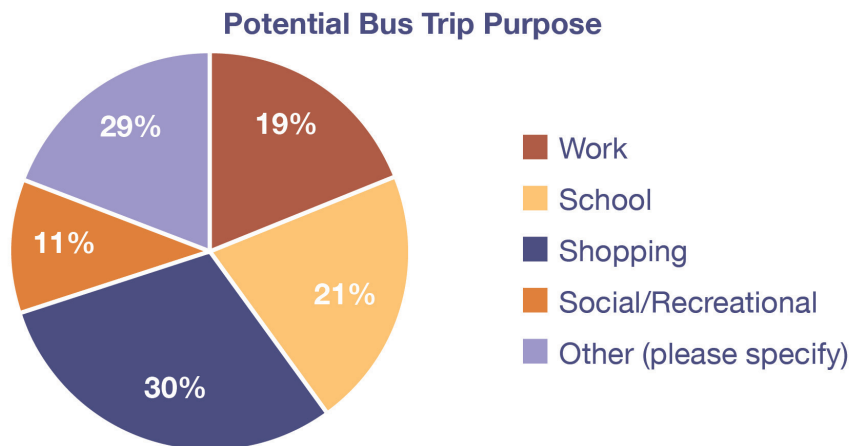


Figure 2 – If you don’t currently ride the bus, for what purpose would you consider riding the bus?

Similar to bus utilization and purpose, just under one quarter of respondents indicated that they use a taxi more than once a week. As seen in **Figure 3**, over 20% of taxi trips are for work or school. Given the results shown in **Figure 2**, patrons could switch from taxis to the new circulator service. Taxis appear to perform a large amount of the service for medical appointments, as well as unplanned, emergency-type trips. Complementing taxi service focused on unplanned trips with high quality service for regularly scheduled trips on the circulator service will facilitate the implementation of a successful route.

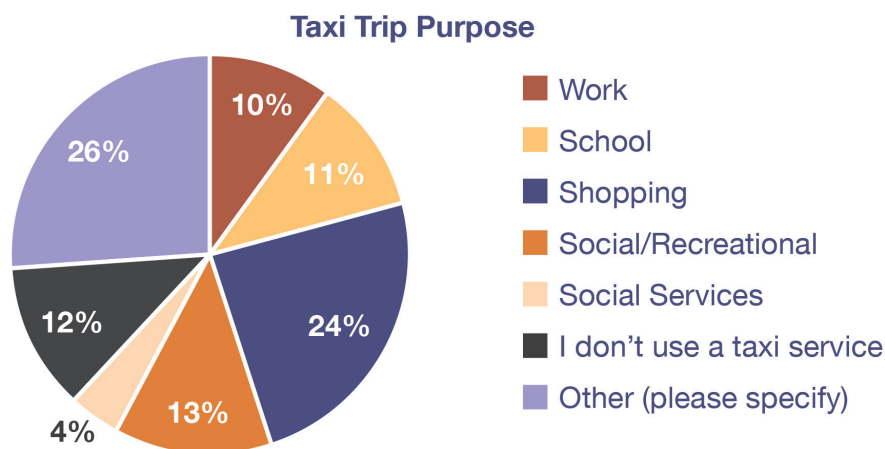


Figure 3 – For what purpose do you take a taxi?

The vast majority of respondents indicated that they pay bus fares in cash (85%), with 11% of respondents indicating that they use the Day YCATPass. Market penetration for the multi-day YCATPass, at least in San Luis, appears to be very small. A circulator may have greater success, both with regards to public usage and efficient operations, if multi-day passes are easier to acquire for San Luis riders (e.g. providing YCAT pass sales at utility payment window at the City of San Luis). **Figure 4** shows majority of respondents (69%) would like to see fares that are below the standard YCAT fare of \$2 per trip.

What Fare Would You Pay for Circulator?

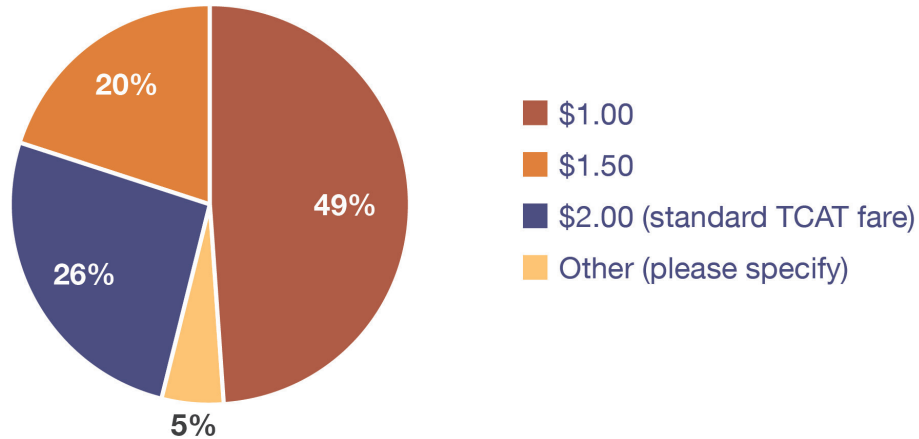


Figure 4 – How much would you pay for this service?

Survey respondents were also asked a number of questions to better understand their preferences with regards to service and operating parameters, including span of service during the day, frequency of service, and key destinations or points of connection. **Figure 5** and **Figure 6** detail the results of the service span responses. Respondents were largely in favor of an early start to service on the circulator route, with nearly half of respondents noting a preference for a 5 a.m. start. Similarly, a preference for service extending to 9 p.m. or later was seen in the responses.

Desired Circulator Service Start Time

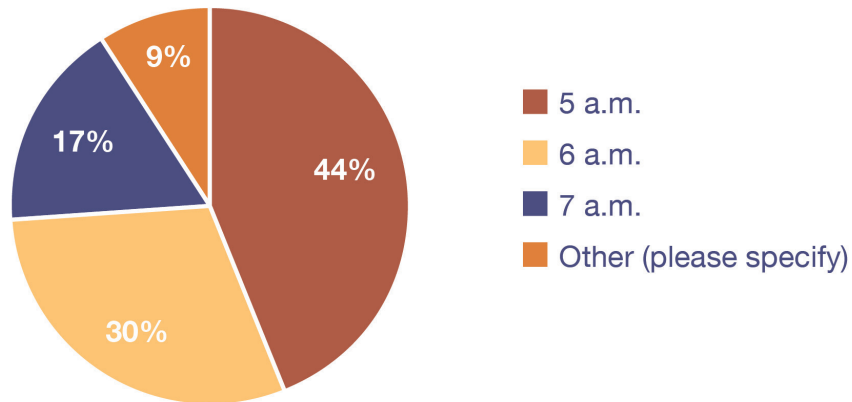


Figure 5 – How early should a potential bus circulator service start?

Desired Circulator Service End Time

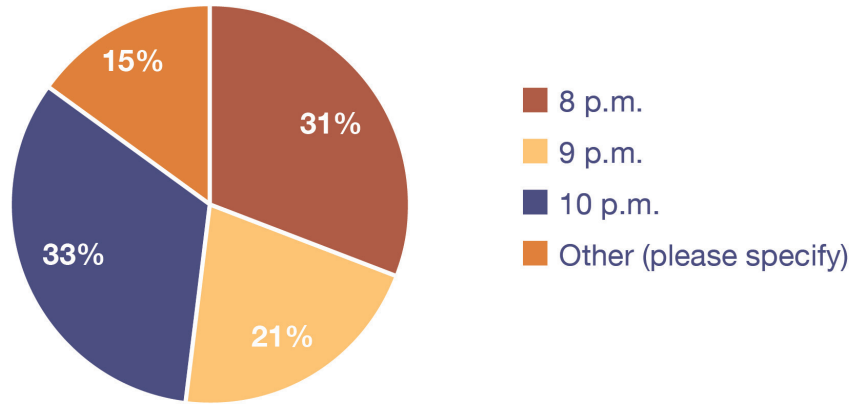


Figure 6 – How late should a potential bus circulator service end?

The circulator’s frequency of service had a very clear response in favor of headways of one hour or less as demonstrated in **Figure 7**. Of note, a couple of the “other” responses were in favor of even more frequent service, at 10 or 15 minutes. Headways of longer than one hour are generally considered to be undesirable for regularly scheduled service.

Desired Circulator Frequency

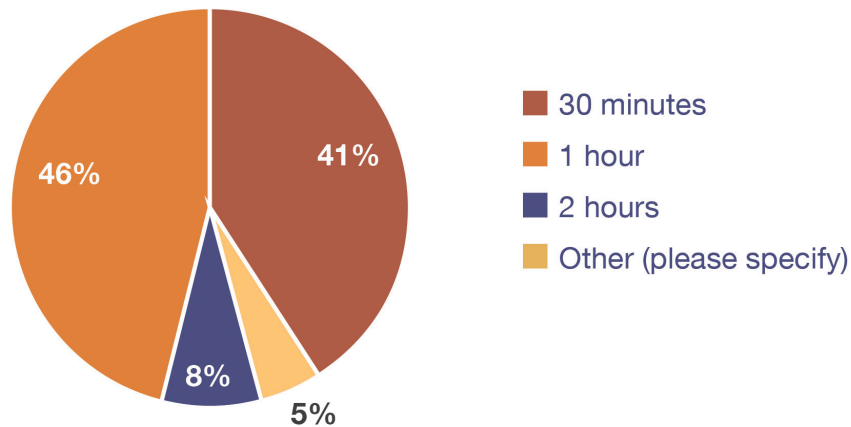


Figure 7 – How frequently should a potential bus circulator run?

One important consideration when designing an operating plan for the circulator is how it should function within a regional context. Typically, a circulator service is designed to stay within a neighborhood, district, or small city, or connect adjoining districts. The responses in **Figure 8** and **Figure 9** show that a two-thirds majority of respondents preferred a route which includes a connection to the surrounding regional communities. Most notably, half of respondents indicated a preference for a connection to Yuma. It is unclear how many of these respondents were aware of the existing YCAT service which connects San Luis with Gadsden, Somerton, and Yuma.

Figure 8 – Should the potential bus circulator stay in San Luis or connect to other cities?

Desired Circulator Regional Connectivity

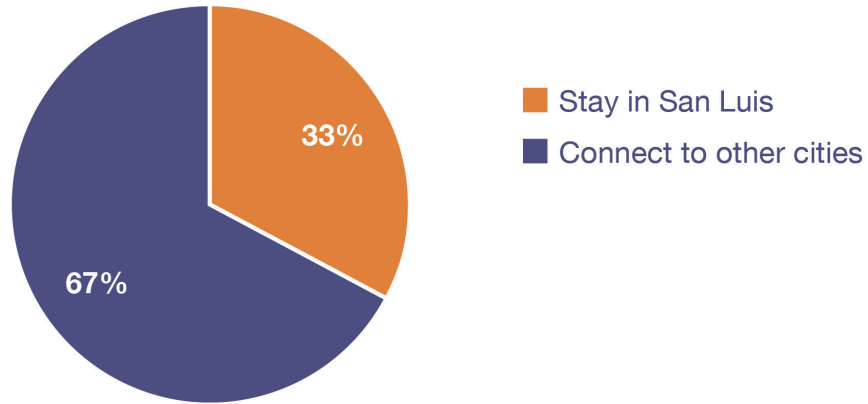
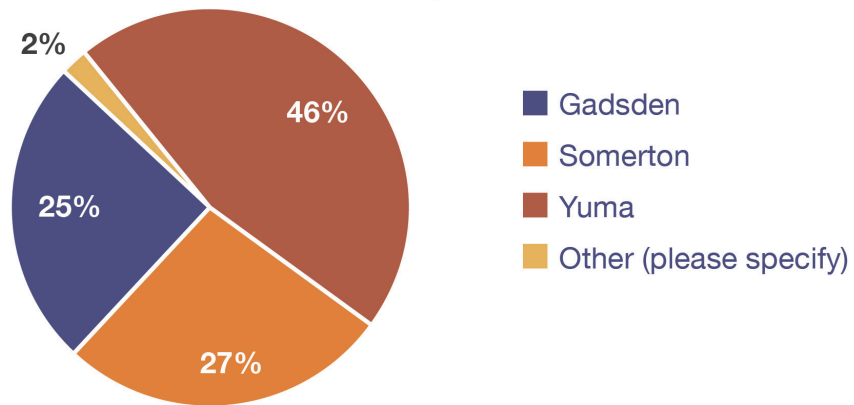


Figure 9 – If the potential bus circulator left San Luis, where should it go?

Desired Circulator Regional Connections



3. Routing Alternatives

The San Luis Transit Circulation Study includes two key objectives: to identify a circulator alignment(s) that meets customer needs and to develop service/operations parameters for an implementable alignment(s).

Consistent with these objectives, four operating scenarios were presented to the San Luis Transit Circulator Technical Advisory Committee (TAC) for discussion. The operating scenarios were developed based on discussions with the TAC and community input solicited via the surveys presented in Chapter 2.

Alternatives

An initial route, the “U-Loop”, was presented to the TAC, and subsequently to the public on February 23, 2016. The route was designed to serve the major activity centers as identified through stakeholder outreach and public surveys. The route is largely anticipated to be operated in a clockwise direction and provide a “catch-all” type of service.

To better evaluate opportunities for circulator service, an additional three route scenarios were developed for consideration. The route scenarios are described below, with key characteristics summarized in **Table 1**. The four route alternatives are illustrated in **Figures 10 – 14**.

Each route alternative included a clockwise direction of circulation to place bus stops on the same side of the street as existing activity centers.

Two of the four routes showed truncations of the primary “catch-all” route, offering mileage and time-savings in exchange for less front door service for some users.

Route alternative 3 envisioned two routes circulating through San Luis: one focused on the southern half, and one in the northern half of the city. These loops were designed to allow for greater route frequency with shorter, more direct routes.

Each route alternative is explained in more detail in the following sections.

Table 1 – Alternatives Characteristics Comparison

Parameter	Scenario 1	Scenario 2	Scenario 3	Scenario 4	
				North	South
Length (miles)	10.1	8.2	9.2	7.4	5.2
Cycle Time Estimate (minutes)	58.5	49	54	43	31
Cycle Time Schedule (minutes)	60	60	60	45	30

Alternative 1 “U-Loop”

Alternative 1, described as a “U-Loop”, serves each identified major activity center, spreading service throughout the City. The route is inefficient because of the priority it places on serving all activity centers. By being a “catch-all” scenario, riders would be subject to out-of-direction travel, particularly in the northern portion of the loops, and likely diminish utilization by customers.

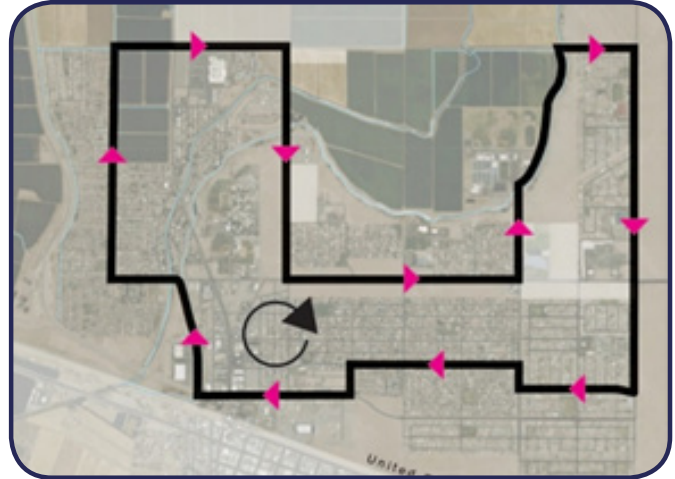


Figure 10 – “U-Loop”

Alternative 2 “L-Loop”

The “L-Loop” is a simplified version of Alternative 1. The northeast portion of the “U-Loop” which directly served San Luis High School, Arizona Western College, and two elementary schools, is replaced with streamlined service along Juan Sanchez Boulevard to the eastern side of the City. This route would also provide more direct service for riders, eliminating the out of direction travel required in Alternative 1.

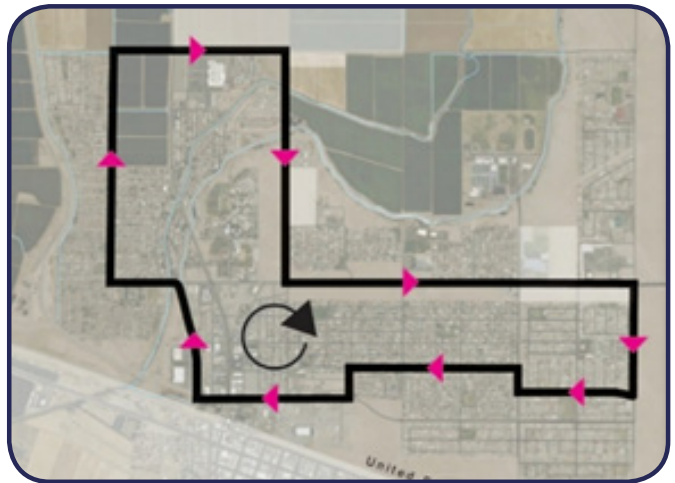


Figure 11 – “L-Loop”

Alternative 3 “Figure 8”

Alternative 3 builds upon Alternative 2 and creates a “Figure 8” route with two smaller loops. This change in the routing, serving the southern loop in a clockwise manner, and serving the northern loop in a counter-clockwise manner, allows for the circulator to serve Main Street along Juan Sanchez Boulevard twice in every cycle. This effectively improves access to key destinations on Main Street (i.e. post office, shopping, and recreational center) while providing more frequency to a major transfer location (i.e. YCAT routes serving along US-95). The “Figure 8” provides more direct service in each small loop limiting as much “out-of-direction” travel.

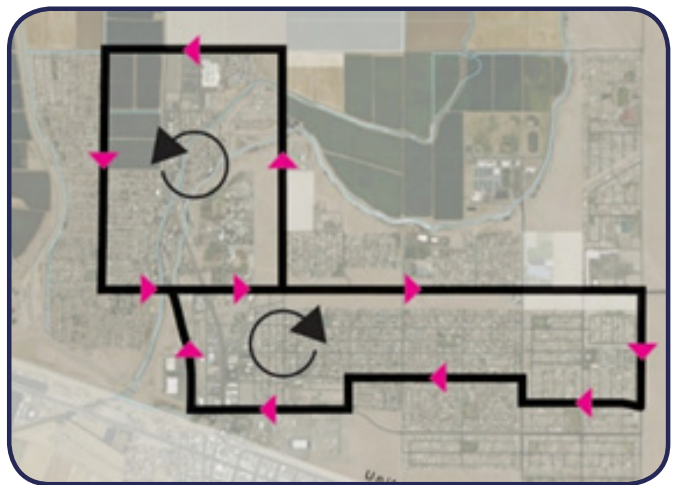


Figure 12 – “Figure 8”

Alternative 4 “Two Loops”

The “Two Loops” scenario focuses on the benefits of Alternatives 1 and 3: service area, and a focus on shortened trips for customers, respectively. Alternative 4 provides bi-directional service on Juan Sanchez Boulevard, where riders can transfer to YCIPTA’s regional service and transfer between the loops, limiting the out-of-direction travel and reducing travel times for many customers. This route would require two buses to operate. To limit the need for a second bus (for the circulator), the YCAT Yellow Route 95 could be modified to serve the southern loop as part of its base route. The new circulator would then serve the northern loop.

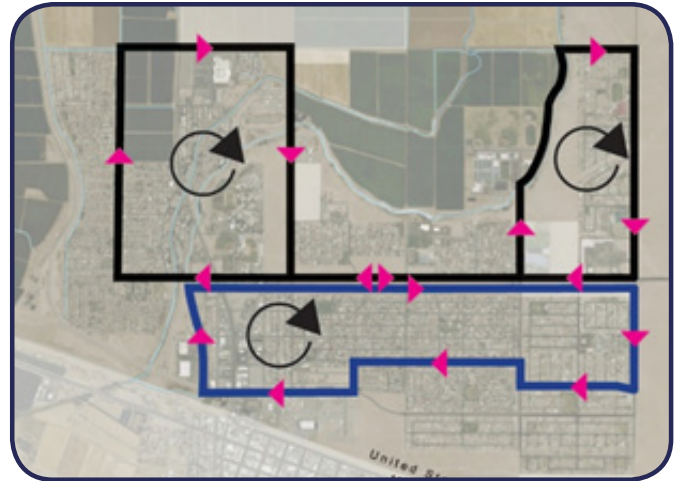


Figure 13 – “Two Loops”

Modified “Preferred” Route Alternative

All four route alternatives were presented and discussed with the TAC on April 14, 2016. The TAC expressed preference for a modified version of Alternative 4, with complementing service between two routes in San Luis.

Figure 14 depicts the modified route “Preferred Alternative.”

Within **Figure 14**, the purple-colored line illustrates the proposed San Luis Circulator route, while the orange-colored line identifies a modified route for the existing YCAT Route 95.

The route was also moved from San Luis Plaza Drive to Main Street in order to reduce the effect of border traffic closures between San Luis Plaza Drive and Main Street on Urtuzuastegui Street.

Upon implementation of the “Preferred” alternative, YCAT Route 95 will be modified to refocus on providing inter-city service between San Luis and Yuma.

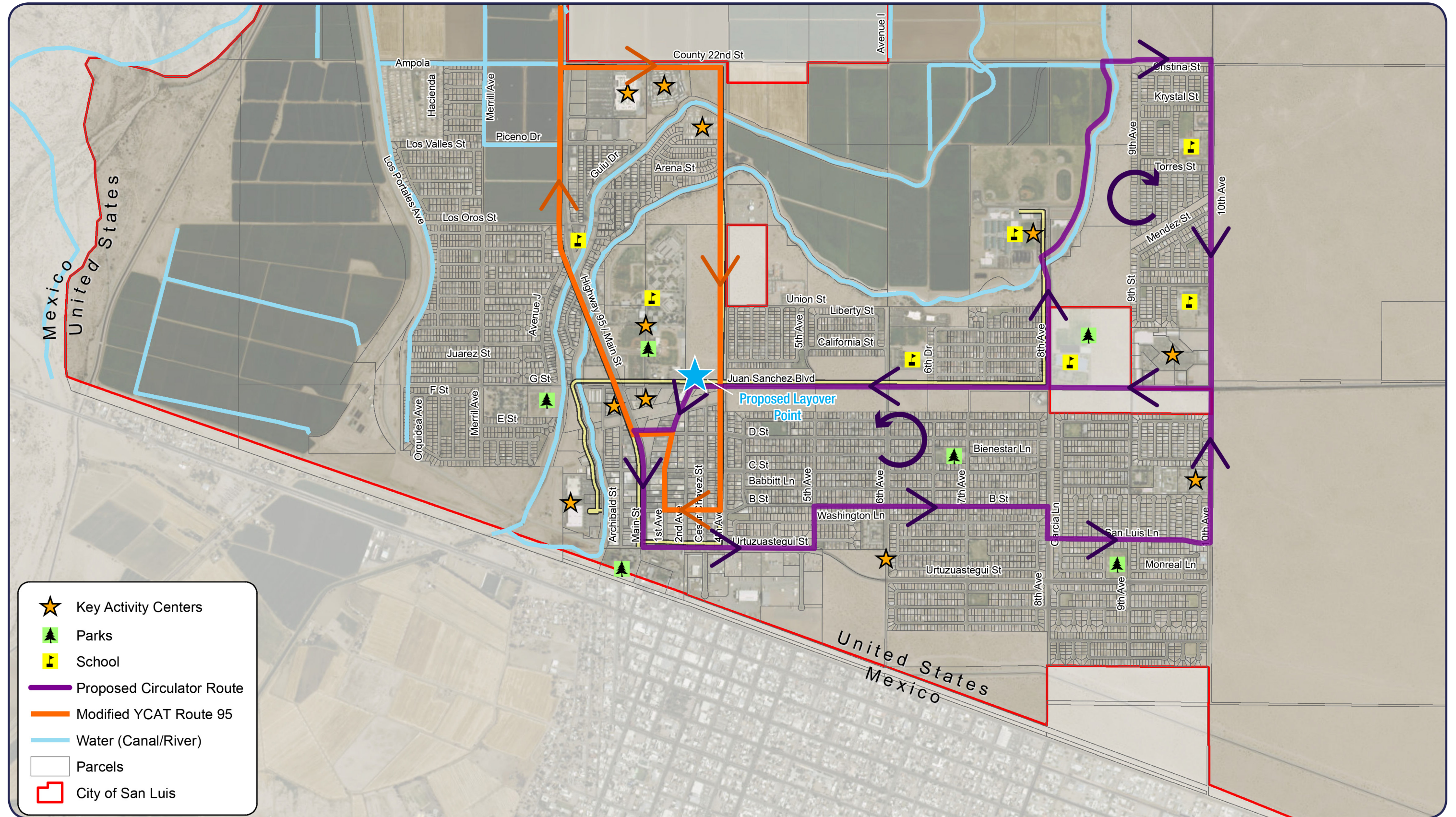


Figure 14 – “Preferred Alternative”

4. Operating Plan

Chapter 4 presents a proposed operating plan for the San Luis Transit Circulator. The operating plan was developed based on discussions with the TAC, and considering community input solicited via surveys during the March 2016 public outreach activities.

Operating Parameters

The following initial service parameters are summarized in **Table 2**.

Table 2 – Initial Service Parameters

Parameter	Initial Consideration
Parameter	Initial Consideration
Service Span	5:30 – 9:00 a.m., 3:00 – 7:30 p.m. Monday – Friday
Service Frequency	30 Minutes
Service Type	Fixed Route
Vehicle	YCIPTA Fleet Vehicle (Passport Vehicle)

The San Luis Transit Circulator will begin with limited peak hour service. Service is focused on the morning and evening periods to allow for a demonstration project to gauge demand for the service. As demand for the route is demonstrated, service hours can be expanded as demand warrants.

Based on customer input and observed activity in the City, starting service is recommended to begin at 5:00 a.m. to serve the early morning work and school rush.

Stakeholder input also suggested service extend until 10:00 p.m. to accommodate recreational sports leagues and evening shifts for work. As demand is demonstrated, service expansion may be considered to include later evening hours.

Based on preliminary calculations, the initial alignment will likely require approximately 25 minutes to traverse its routes, rising to approximately 30 minutes with stops. Headways of 30 minutes are recommended to facilitate transfers to Route 95, which operates on either 30 minute or one-hour frequencies depending on the time of day.

Upon route implementation, further testing will be conducted to confirm the cycle time. The route may be modified to achieve that desired cycle time. For example, the northwestern portion of the route may be modified to extend only to the high school, and then turn around and head back to Juan Sanchez Boulevard.

As the route will be operated by YCIPTA, the fare structure will remain consistent with the rest of YCIPTA's services, a standard fare of \$2 per trip.

Layover Point

Layover facilities are important to allow for operators to take a small break, and for recovery of time delays from the previous route. The layover point for the San Luis Circulator is proposed between Park Avenue and 4th Avenue on Juan Sanchez Boulevard (**Figure 14** on page 15 ★). This location could allow for the co-location of the layover point and the timed transfer between the circulator and Route 95, potentially reducing delays for riders. The Fernando Padilla Community Center can also provide restroom facilities for operators during their layover.

Operating Costs

Estimated annual operating costs, based on the proposed level of service, are presented in **Table 3**.

Operating costs are based on the rate negotiated between YCIPTA and its contracted provider, National Express. The existing National Express contract includes a cap of 36,000 revenue operating hours. However, this can be modified by up to 10%, or 3,600 hours without requiring a renegotiation of the hourly rate. It is the intent of this initial operating plan that the new route conform to YCIPTA's existing contract for service.

Table 3 – Operating Hours and Estimated Operating Costs

Metric	Quantity	Units
Length	7.7	Miles
Cycle Time Estimate	25	Minutes
Cycle Time Schedule	30	Minutes
Service Hours Per Day	8	Hours
Approximate Service Hours Per Year	2000	Hours
Total Trips Per Day (San Luis Transit Circulator Route Only)	16	Trips
Cost per Revenue Hour	\$121.08	\$/Revenue Hour
Total Estimated Operating Costs	\$242,160	Annual Operating Cost
Estimated City of San Luis Funding Contribution	\$121,080	Annual \$
Estimated YCIPTA/FTA Funding Contribution	\$121,080	Annual \$

5. Transit Capital, Priority, and Improvement Plan

The circulator route will benefit from small-scale priority improvements to enable efficient operations, the route to stay on schedule, and provide predictable service to users reliant on the bus.

Stop amenities, as detailed below, allow for modest comfort while patrons wait for an arriving bus and enhance the user experience at a relatively low cost. This plan details the recommended improvements and associated costs.

Circulator Priority Improvements

Safe and convenient pedestrian access to bus stops is an integral part of developing a successful bus route in San Luis. Crosswalks are recommended at each bus stop. This includes two crosswalks at most bus stop locations, except for stops such as those along 10th Avenue which have no access from one side of the street.

Crosswalks should be standard 10' wide crosswalks, with 12" white lines on either side. In areas of higher pedestrian and vehicle traffic, and in school zones, high visibility crosswalks can be used in order to better define the pedestrian space and alert drivers to the potential for pedestrians to be in the roadway. Markings should be consistent with Manual of Uniform Traffic Control Devices (MUTCD) standards. See **Appendix B**.

At stops, curb bulb-outs or pop-outs can be utilized to provide priority to a stopped bus. These improvements allow the bus to stop in the travel lane rather than pulling to the curb. This allows the bus to avoid having to wait for a gap in traffic in order to pull back into traffic. Eliminating these types of delays can allow a bus route to remain on schedule, and signals to riders and drivers alike that the circulator has priority on the roadway. Due to the expense of adding a pop-out, which can require new curb and gutter as well as drainage modifications, pop-outs are recommended at key locations where existing sidewalk space may not be sufficient and where buses may experience delays exiting and entering traffic.

Pop-out and crosswalk upgrade locations are show in **Figure 15**, on the following page.



Stop Amenities and Locations

Stops are generally planned less than one half mile apart to strike a balance between providing access to the route while allowing for efficient operations. Circulator stops are the point of interface between the San Luis Circulator route, patrons, and existing YCAT services. As such, providing a safe, comfortable environment can greatly enhance the user experience; such improvements can boost ridership while improving the experience for existing users. Bus stops should typically have: a pole with a bus stop sign, a route schedule and map, and a trash can. At stops with higher ridership, a shelter and bench can be provided to provide shade for waiting riders. As with pop-outs, the increased cost per stop means that these improvements should be focused on a few key stops, with plans to expand the amenities across the system in the future.

Stop locations are listed below, and shown in **Figure 15**.

1. Juan Sanchez Boulevard & 4th Avenue
2. Juan Sanchez Boulevard & Park Avenue
3. Main Street at Post Office
4. Main Street between C Street and B Street
5. Urtuzuastegui Street & 1st Street
6. B Street & 5th Avenue
7. B Street and 7th Avenue
8. San Luis Lane & Garcia Lane
9. San Luis Lane & Figueroa Drive
10. 10th Avenue & Bienestar Apartments
11. Juan Sanchez Boulevard & Riedel Center
12. 8th Avenue & Southwest Junior High School
13. 8th Avenue & San Luis High School
14. 10th Avenue & Desert View Elementary School
15. 10th Avenue & Cesar Chavez Elementary School
16. Juan Sanchez Boulevard & 7th Avenue

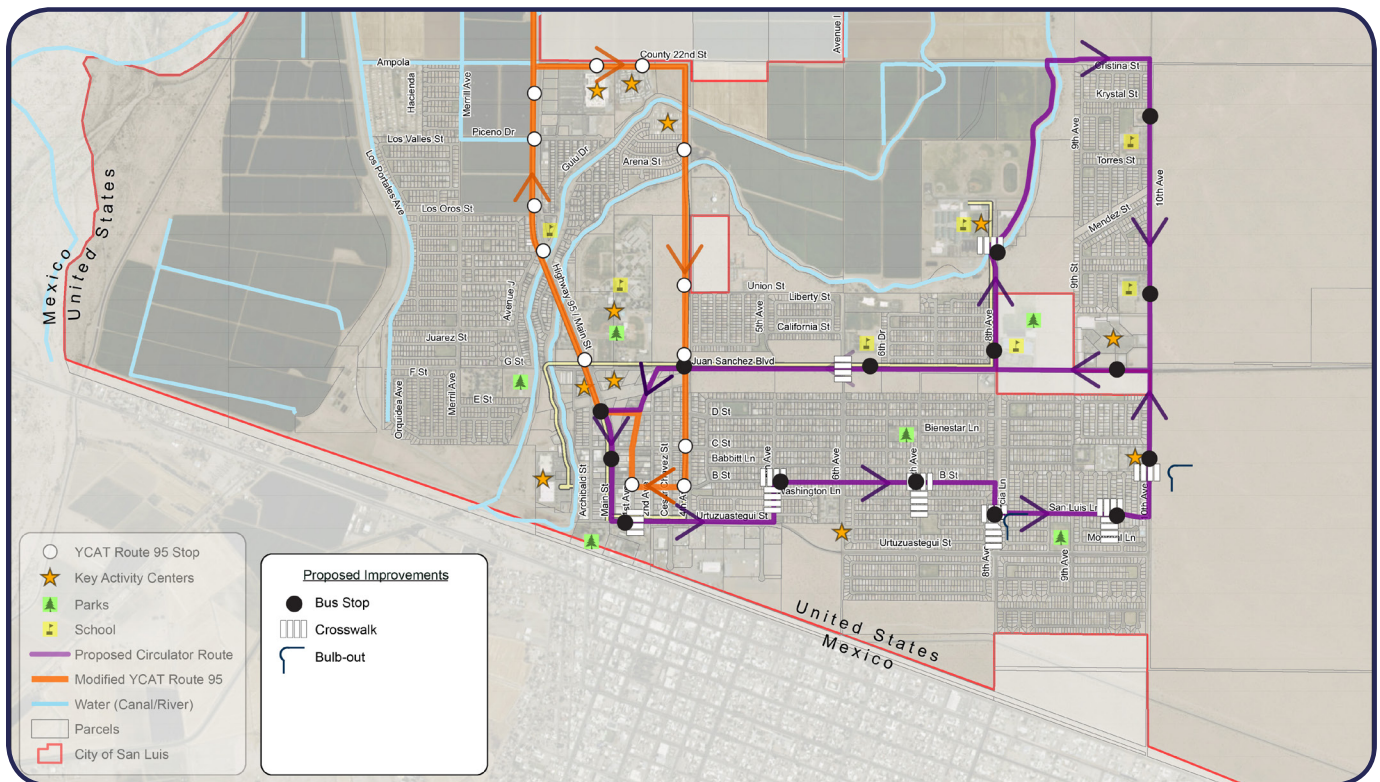


Figure 15 – Proposed Improvements

Vehicle Maintenance and Specifications

Vehicle storage, maintenance, and operations will be provided by YCIPTA as the region’s transit operator. As such, maintenance will occur alongside the rest of YCIPTA’s fleet, and the vehicle will conform to YCIPTA’s standard vehicle specifications for inclusion in the fleet. There will be no specific vehicle assigned to the San Luis Circulator route; instead, the grants and funding for the route will allow YCIPTA to add an extra vehicle to the fleet to serve the new route.

Capital Costs

Capital costs for the elements listed above are provided in the **Tables 4-5**. Note that prices are based on historical prices for elements and the City of San Luis, YCIPTA, or YMPO may see other prices in contracts due to the size of purchase orders and fluctuations in the market for these products.

Prices may increase or decrease based upon existing conditions upon further engineering review of each specific stop. Standard procurement procedures will be necessary if federal funds are used.

Table 4 – Capital Cost Elements

Item	Quantity	Unit Cost	Cost
Crosswalk Thermoplastic Striping	12	\$120	\$1,440
Curb Pop-Out	2	\$25,000	\$50,000
Bus Stop Pole, Sign, Foundation	16	\$700	\$11,200
Heavy Duty/Decorative/Secure Trash Can	16	\$2,000	\$32,000
Bench	6	\$2,000	\$12,000
Shelter	6	\$5,000	\$30,000

Table 5 – Standard Bus Stop Cost

Standard Bus Stop	Cost
Bus Stop Pole, Sign, Foundation	\$700
Heavy Duty/Secure Trash Can	\$2,000
Total	\$2,700

Table 6 – Enhanced Bus Stop Cost

Enhanced Stop	Cost
Stop Pole and Sign	\$700
Trash Can	\$2,000
Bench	\$2,000
Shelter	\$5,000
Total	\$9,700

6. Next Steps

The next step is for City of San Luis and YCIPTA to enter final agreement on costs for the new transit circulator route. YCIPTA will include the transit circulator route in its grant application to ADOT. Included below is a list of key milestones for implementation of the project between the implementation plan in early summer and the start of service in the first half of 2017.

Table 7 – Key Milestones and Dates

Milestone	Date
Approve Operating Structure	Summer 2016
Allocate Funding (City of San Luis)	Summer 2016
Construct Stops and Layover Pavement as Needed	Winter 2016/2017
Implementation	Winter 2017

Appendices

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Appendix A1 – Stakeholder Interviews Summary

Kimley-Horn conducted interviews with San Luis Transit Circulation Study project stakeholders in San Luis on January 13, 2016. Interviews were conducted with the following individuals:

- Eric Jones – San Luis Chamber of Commerce
- Gary Black and Monica Valle – Comité de Bienestar
- Dr. Ray Aguilera and Bill Wagner – Gadsden School District
- Christopher Kasid – Parks and Recreation Director
- Alejandro Ramirez – San Luis Police Department
- Shelly Kreger – YCIPTA Transit Director (Interviewed by phone, January 19, 2016)

Stakeholders to be interviewed were identified by City of San Luis staff. Interviews focused on informing the stakeholders about the project’s scope and purpose to allow the interview to focus on information relevant to the specific project. Stakeholders were asked a number of questions, including:

- Where are the key activity centers within the service area?
- What roads and/or intersections may pose the greatest risk to reliable service?
- How frequently and for how long (operating hours) should a potential circulator operate?
- What changes do you see coming to San Luis which could affect the circulator route?
- What other opportunities do you see which would make the circulator more successful?

The results of our interviews are summarized in bullet form, below:

- Activity Centers:
 - Riedel Center
 - Family Health Clinic
 - San Luis Recreation Center
 - Walmart
 - Fernando Padilla Center for Elderly
 - Del Sol Grocery Store
 - Advanced Call Center Technologies
 - Schools (largest below)
 - Arizona Western Community College
 - San Luis High School
 - Numerous other middle school and elementary schools

- Residential Areas
 - Bienestar Apartments – 155 units (690 10th Avenue)
 - Las Casitas de San Luis Apartments – 76 units (541 6th Avenue)
 - Elderly housing located just south of Walmart along 4th Avenue (will have twice weekly dedicated shuttle for errands)
- Many students at local schools cross the international border on a daily basis, and use taxis located at 1st Street and Urtuzuastegui Street to get to school. Circulator service could potentially tap into this market, particularly for the high school.
- Shelters similar to the ones along US-95 would be beneficial, particularly for the hot summer months.
- Growth is occurring to the east of the city proper, along Juan Sanchez Boulevard at Avenue F. However, providing transit service to these outlying areas may not be cost-effective.
- Potential exists to co-locate circulator stops at parks which have existing gazebo-type shelters.
- Late night soccer leagues at the community center and the park along 9th Avenue at Urtuzuastegui Street would benefit from longer operating hours. Games are usually over between 10:30-11 p.m. These leagues could potentially expand to the high school due to the need for extra field space.
- Service between schools and the community center in the afternoon, after school, would provide an important connection from 4-11 p.m.
- Traffic constraints exist along Juan Sanchez Boulevard west of 4th Avenue, with a large amount of pedestrian activity.
- During the high season (October to February) traffic can back up along US-95/Main Street from the international border to County Road 22.
- The traffic morning peak is from 6-8 a.m., and the afternoon peak is from 2-4 p.m.
- There are plans to potentially signalize intersections along Juan Sanchez Boulevard at 1st Avenue, 4th Avenue, and 10th Avenue.
- A sewage treatment facility is located at Juan Sanchez Boulevard (G Street) and Hidalgo Avenue (Avenue J). The smell can be unpleasant and could be a poor location for a stop.
- There is a strong flow students from San Luis to Yuma.
- There may be limited demand for a circulator service during the midday period. Demand is likely to be strongest during commuter periods.
- YCIPTA's current operating contract is for 36,000 operating hours. This can be adjusted by up to 10% without triggering a re-pricing.

The following are key points identified by each interview.

Eric Jones – Chamber of Commerce

- The chamber supports the effort. Eric would arrange a meeting to present the study findings to the Chamber. They meet on the 4th Wednesday of each month.

Gary Black and Monica Valle – Comite Bienestar

- Comite Bienestar operates high-density residential housing units.
- They have 155 units on 10th Avenue (690 10th Avenue).
- They are developing a senior housing center on Marea Street. It will have its own transportation service that will operate 2 times per week, by appointment. It will be an hourly route, possibly 30 minutes.
- Bus stops should include shade and a bench.
- Potential public event to get public input is Fernando Padilla Recreation Center.

Dr. Ray Aguilera and Bill Wagner – Gadsden School District

- School buses pick up everyone outside of 1-mile radius from the school. Grades 4-6 walk. Bus will pick up grades 4-6 if no sidewalks are available.
- School district transports approximately 2,500 kids each day.
- School buses must add about 10 minutes to their travel time during the winter due to increased traffic.
- School district would like to see a YCAT route that helps takes special needs kids to Yuma each day for school. There are 204 special needs kids in the district.

Christopher Kasid – Parks and Recreation Director

- Community Center is open late; most activity is from 6:30 p.m. – 10:30 p.m.; buses would need to run late in order to be utilized.
- A stop inside of the park may be considered.
- Potential exists to co-locate circulator stops at parks which have existing gazebo-type shelters.

Alejandro Ramirez – San Luis Police Department

- They frequently address issues with YCAT buses parking in front of the McDonald's.
- Main Street from Sanchez to 22nd Street gets very crowded during peak season (October to February).
- Taxis park on U Street from 1st Street to Cesar Chavez Street.
- Corner of Juan Sanchez/10th Street gets very congested – ¼ mile queues.
- Several current bus stops are nothing more than a sign and a pole. Passengers will sit on the ground waiting for the bus.

Shelly Kreger – YCIPTA Transit Director (Interviewed by phone, January 19, 2016)

- There may be limited demand for a circulator service during the midday period. Demand is likely to be strongest during commuter periods.
- YCIPTA's current operating contract is for 36,000 operating hours. This can be adjusted by up to 10% without triggering a re-pricing.
- Shelly suggested that the circulator route connect San Luis to Yuma, perhaps on limited service, to eliminate dead-head routes.

Appendix A2 – Public Outreach Survey

The Yuma Metropolitan Planning Organization (YMPO) is conducting a transit feasibility study for a potential new transit circulator route to serve residents of and visitors to the City of San Luis. The study will evaluate the feasibility of, and identify a preferred route for a new bus circulator in San Luis. The new circulator route would better connect San Luis residents to schools, employment, and other key destinations. Your input is important to the study. Please take a few minutes to answer the questions below.

PART 1 – DEMOGRAPHIC QUESTIONS

1. **What is your age group?**
 - a. Under 13
 - b. 13 – 17
 - c. 18 – 24
 - d. 25 – 34
 - e. 35 – 44
 - f. 45 – 54
 - g. 55 – 64
 - h. 65 or more
2. **Do you have a valid Arizona driver's license?**
 - a. Yes
 - b. No
3. **How many vehicles are available in your household?**
 - a. Zero
 - b. One
 - c. Two
 - d. Three or more
4. **How many drivers are in your household?**
 - a. Zero
 - b. One
 - c. Two
 - d. Three or more
5. **Please indicate total household income for everyone combined in your household:**
 - a. Under \$15,000
 - b. \$15,000 – \$24,999
 - c. \$25,000 – \$34,999
 - d. \$35,000 – \$49,999
 - e. \$50,000 or more
6. **Gender:**
 - a. Male
 - b. Female

PART 2 – TRIP CHARACTERISTICS QUESTIONS

1. How frequently do you ride the YCAT bus?
 - a. Once a week
 - b. Twice a week
 - c. Three times a week
 - d. Daily
 - e. 1-2 times per month
 - f. 3-4 times per month
 - g. Never
2. For what purpose do you ride the bus?
 - a. Work
 - b. School
 - c. Shopping
 - d. Social/Recreational
 - e. Other: _____
3. If you don't currently ride the bus, for what purpose would you consider riding the bus?
 - a. Work
 - b. School
 - c. Shopping
 - d. Social/Recreational
 - e. Other: _____
4. How frequently do you use a taxi service?
 - a. Once a week
 - b. Twice a week
 - c. Three times a week
 - d. Daily
 - e. 1-2 times per month
 - f. 3-4 times per month
 - g. Never
5. For what purpose do you take a taxi?
 - a. Work
 - b. School
 - c. Shopping
 - d. Social/Recreational
 - e. Social Services
 - f. Other: _____
 - g. I don't use taxi service
6. Where do most of your trips start from?
 - a. Home
 - b. Work
 - c. School
 - d. Shopping
 - e. Social Services
7. When you ride the bus, how do you normally get to the bus stop?
 - a. Walk
 - b. Drive alone
 - c. Drive with others
 - d. Bike
 - e. Transfer from another bus
 - f. Taxi
 - g. I don't ride the bus
8. How do you normally pay for the bus?
 - a. Cash
 - b. Day YCATPass
 - c. 31-Day YCATPass
 - d. 10-Day YCATPass
 - e. 10-Ride YCATPass
9. What fare type do you use on the bus?
 - a. Basic fare
 - b. Senior/Student/ Disability/Medicare discount

PART 3 – TRANSIT CIRCULATOR NEEDS

1. What key points and activity centers should a potential transit circulator route serve (select all that apply)
 - a. Riedel Center
 - b. Walmart
 - c. Del Sol Grocery Store/Advanced Call Center Technologies
 - d. San Luis High School/Arizona Western College
 - e. Joe Orduno Park
 - f. International Border
 - g. Other: _____
2. How frequently should a potential transit circulator run?
 - a. 30 minutes
 - b. 1 hour
 - c. 2 hours
 - d. Other: _____
3. How early should a potential transit circulator service start?
 - a. 5:00 a.m.
 - b. 6:00 a.m.
 - c. 7:00 a.m.
 - d. Other: _____
4. How late should a potential transit circulator service end?
 - a. 8:00 p.m.
 - b. 9:00 p.m.
 - c. 10:00 p.m.
 - d. Other: _____
5. Are you likely to use a potential transit circulator service?
 - a. Yes
 - b. No
 - c. Not sure
 - d. Why or Why not? _____
6. How much would you pay for this service?
 - a. \$1.00
 - b. \$1.50
 - c. \$2.00 (standard YCAT fare)
 - d. Other: _____
7. Should the potential transit circulator stay in San Luis or connect to other cities (e.g. Gadsden, Somerton, Yuma)?
 - a. Stay in San Luis
 - b. Connect to other cities
8. If the potential transit circulator left San Luis, where should it go?
 - a. Gadsden
 - b. Somerton
 - c. Yuma
 - d. Some combination of the above
 - e. Other: _____

Appendix B – Intersection Striping Standards

NOTES:

- All measurements shall be to the center of the lines.
- Taper lengths for a design or posted speed of 40 MPH or less shall use the formula: $L = WS^2/60$. Taper lengths for a design or posted speed of 45 MPH or above shall use the formula: $L = S \times W$, where L = taper length; S = speed limit; W = distance of lateral shift.
- Refer to ADOT Traffic Engineering PGP 245 and 430 for turn lane design. Also see Std Dwg M-II.
- Number and locations of crosswalks at an intersection may vary as required by the ramp locations and as directed by the Engineer. Ramp is typically centered in crosswalk. For ramps without landings see Detail B.
- For arrow and "ONLY" pavement marking see Std Dwg M-II.
- To be installed only when directed by the Engineer.

DETAIL A
 6" Yellow, 10' Stripe, 30' Space
 6" Yellow
 15'
 12" White
 24" Space
 Standard Mid-Block Crosswalk
 6" Yellow, 6" Space, 6" Yellow

DETAIL B
 10' Min Crosswalk Width
 12" White Lines (Typ)

DETAIL C
 LEFT TURN LANE OFFSET FOR 12 ft to 16 ft MEDIAN
 12" White
 12' Min
 10'-12'
 0'-4"

DETAIL D
 CROSSWALK CONFIGURATION FOR SINGLE DIAGONAL RAMPS (SEE NOTE #6)
 18" White Stop Line (Typ)
 12" White (Typ)
 4' Min
 10'-12'

Other Labels:
 Handicap Ramp (Typ)
 See Detail A
 High Visibility Crosswalk (See Note #6)
 24" White
 Two-Way Left Turn Lane
 12" White
 Reverse Curve (Optional) See Note #6
 6" Double Yellow (or Raised) Median
 12" White
 Reverse Curve Optional (See Note #6)
 Taper (See Note #2)
 Storage Gap Varies (See Note #3)
 6" Double Yellow
 Type D Pavement Markers at 20' Spacing
 See Detail B
 10' Min. Crosswalk Width
 12" White Lines (Typ)
 18" White Stop Line (Typ)
 Reverse Curve Optional (See Note #6)
 5'
 4'

REVISIONS

NO	DATE	DESCRIPTION OF REVISIONS
1	2/02	L1, L0FEZ
2	2/04	CHANGED TEXT CASE, UPDATED BORDER, REVISED DRAWING, CALLOUTS AND NOTES.
3	6/14	D.S. & L.A.

DESIGN APPROVED: ARIZONA DEPARTMENT OF TRANSPORTATION
 INTERMODAL TRANSPORTATION DIVISION
 TRAFFIC SIGNING & MARKING STANDARD DRAWINGS

SIGNATURES ON FILE

REVISION 6/14
DRAWING NO. M-2
SHEET NO. 1 of 3

NOT TO SCALE

5/30/08 PM 6/14/2014 W:\Traffic\08\14\dev\eng\lan\std\sign_mek\current_std\TR-02.dwg

Prepared for:
Yuma Metropolitan Planning Organization

Prepared by:
Kimley»»Horn

YCIPTA BOARD OF DIRECTORS UPDATE														DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	YTD	
OPERATING DAYS														26	25	24	27	26	25							26	
OPERATORS																											
<i>Full-time</i>														23	26	26	26	25	24								
<i>In training</i>														1	1	0	1	0	1								
<i>Graduated Training</i>														0	3	0	0	0	1								
Notes: Current recruiting efforts include weekly interviews and job postings on Careerbuilder.com. Future efforts will include attendance local employment services job fairs and recruitment from Yuma Truck Driving School.																											
General Updates: 3 drivers currently in training																											
COMPLAINTS																											
																					DUPLICATES RECEIVED						
<i>Mechanical Breakdown</i>														0	0	0	0	0	0								
<i>Heat/A/C Not Working</i>														0	0	0	0	0	0								
<i>Incorrect Fare Charged</i>														0	0	0	0	0	0								
<i>Incorrect Destination Displayed</i>														0	0	0	0	0	0								
<i>Early Departure from Stop</i>														0	0	0	0	0	1								
<i>Late Departure from Stop</i>														0	1	0	0	0	0								
<i>Inaccessible Stop(s)/Delays Due to Construction</i>														0	0	0	0	0	0								
<i>Unauthorized Drop-off Location</i>														0	0	0	0	0	0								
<i>Unauthorized Pick-up Location</i>														0	0	0	0	0	0								
<i>Vehicle at Capacity - No Seats</i>														0	0	0	0	0	0								
<i>Driver Failed to Make Assigned Stop(s)</i>														2	0	0	0	1	1								
<i>Driver Did Not Make Required ADA Announcement(s)</i>														0	0	0	0	0	0								
<i>Driver Exceeds Posted Speed Limit</i>														0	0	0	0	0	0								
<i>Driver Does Not Operate Vehicle Safely</i>														1	0	1	0	0	1								
<i>Driver Not Wearing Seatbelt</i>														0	0	0	0	0	0								
<i>Driver Not Wearing Nametag/ID Badge</i>														0	0	0	0	0	0								
<i>Unsafe Lane Change</i>														0	0	0	0	0	0								
<i>Driver Did Not Kneel Vehicle</i>														2	0	0	0	0	0							1	
<i>Discourteous/Rude Driver</i>														2	0	1	2	1	0								
<i>Wheelchair Lift Not Working</i>														0	0	0	0	0	0								
<i>Other</i>														1	1	0	0	0	1								
TOTAL														8	2	2	2	2	4	0	0	0	0	0	0	0	1
COMPLIMENTS														0	0	1	0	2	2								
TOTAL PASSENGERS														35,319	33,295	37,168	37,596	36,713	32,347								
COMMENTS AND/OR CONCERNS (LIST COMPLAINT CATEGORY):																											
ACTION TAKEN: Drivers are subject to retraining and/or disciplinary action based on schedule adherence, service delivery, successful of execution of YCAT and NEXT safety standards.																											
ACCIDENTS														DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	OCT	SEP	NOV	YTD	PREV YTD
<i>Preventable Street Accidents</i>														1	0	0	1	0	1								0
<i>Preventable Yard Accidents</i>														0	0	0	0	0	0								0
<i>Non-Preventable Accidents</i>														0	1	2	1	1	2								0
<i>NTD Reportable Accidents</i>														0	1	0	1	1	1								0
TOTAL														1	2	2	3	2	1								0
Notes: Preventable accident due to driver judgement in estimating clearance. Retraining included proper mirror checks and proper backing procedures.																											
TOTAL SERVICE HOURS														3095	2986	3020	3433	3209	3124								
MILES OPERATED														78,076	75,315	77,176	86,447	81,425	80,112								
<i>Preventable Street Accidents Freq. Rate Per 50,000 Miles</i>														1.56	0.00	0.00	1.73	0.00	1.60								
<i>Preventable Yard Accidents Freq. Rate Per 50,000 Miles</i>														0.00	0.00	0.00	0.00	0.00	0.00								
<i>Non-Preventable Accident Freq. Rate Per 50,000 Miles</i>														0.00	0.00	0.00	0.00	0.00	0.00								
<i>NTD Reportable Accident Freq. Rate Per 50,000 Miles</i>														0.00	0.00	0.00	0.00	0.00	0.00								
Notes: Mileage and service hours variances attributed to operating days and special events.																											



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

Transit Director Report – June 2016

- **Possible bus donations:** Staff is looking into possibly donating some of the decommissioned fleet buses to a few organizations with in Yuma County, either VA, local churches or other human service agencies.
- **Acufare Smartcards:** YCIPTA is still in the pilot stage for the online loading feature for the smartcard passes. This project is part of a TRB IDEA Transit Project 79.
- **Bus Shelters:** Core Engineering has submitted 5 bus shelter locations for permitting. We will be still waiting to hear from the City of Yuma.
- **Transit Academy:** I attended the Transit Academy from June 5 – 10, 2016 in Philadelphia, PA. This academy was attended by various sized transit providers across the country as well as many FTA staff. Everyone learned the ins and outs of SEPTA, it was amazing to see how a transit authority of that size operates.
- **Community Transit Committee:** Staff is preparing to hit the media and newspapers again regarding forming the committee. We have had no response and feel that it is important to try again to get the community involved more. This is an ongoing effort.
- **Upcoming Projects:** Listed below are the projects that YCIPTA staff will be embarking for the next several months:
 - Ongoing YCAT Workshop sessions to train new passengers on how to ride YCAT.
 - Monitor National Express performance.
 - Finalize and install bus stops in the City of Yuma and Yuma County, including bus shelters through relocation of existing bus shelters.
 - Install advertising bus benches in Yuma and one on the Fort Yuma Indian Reservation.
 - Purchase capital equipment as defined in the capital budget (decals for rest of YCAT fleet, NextBus for buses that do not have GPS tracking (i.e. 111, 112, 113, 133, 134, 135, 139, 140, 144), purchase security cameras, install metal bus stop signs, install more bus shelters).

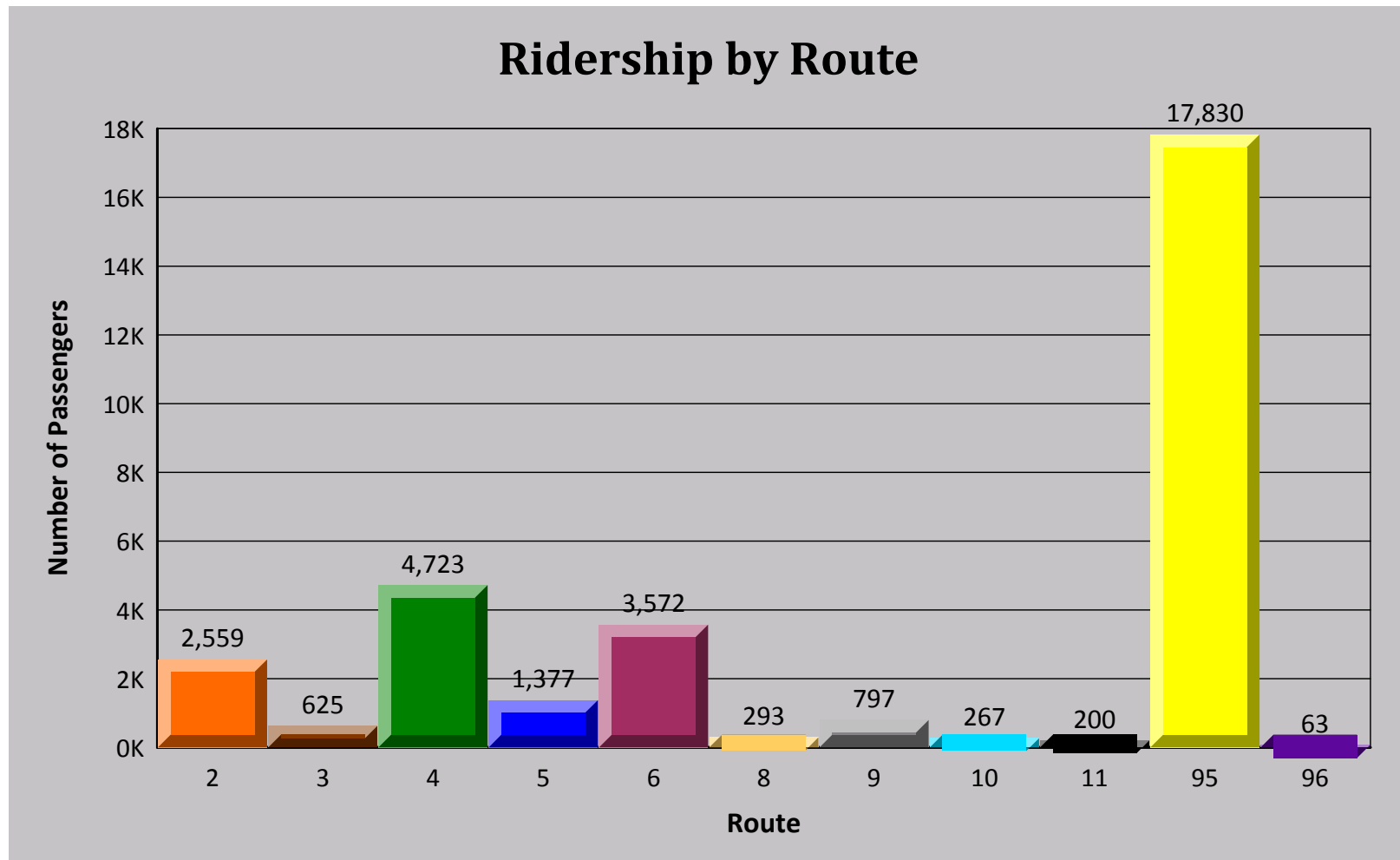
Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

-
- Surplus equipment - computers, buses and minivans.
Install smart card units on Bus #118, #121, #122, #123, #141,
#142, #143

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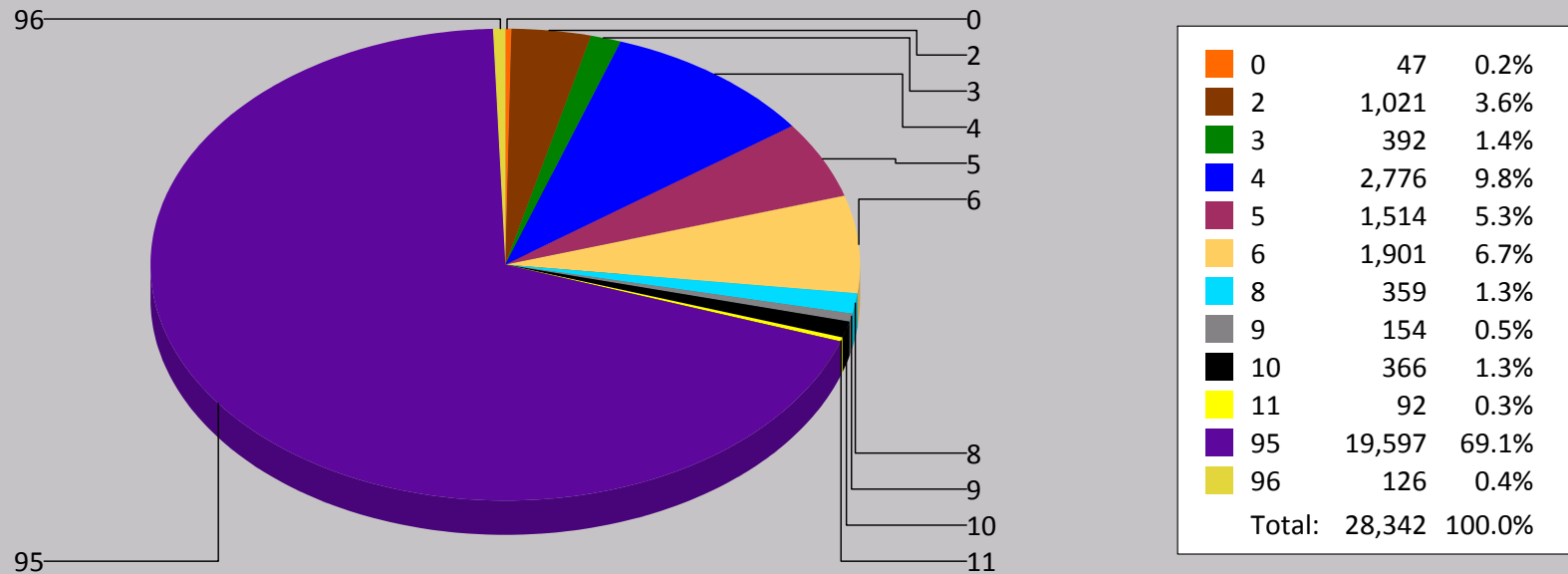
Shelly Kreger, Transit Director





May 2016

Revenue by Route





ESTIMATED REVENUE

Period: 5/1/2016 to 5/31/2016

May 2016

	Basic Cash Fare	Discount Cash Fare	Deviations	Day Passes	Discount Day Passes	Newspapers	Rider Guides	Totals
	28.00	13.00	0.00	5.00	0.00	0.50	0.00	\$46.50
Orange 2	588.00	205.00	0.00	160.00	57.50	10.00	0.00	\$1,020.50
Brown 3	72.00	49.00	84.00	115.00	67.50	4.50	0.00	\$392.00
Green 4	1,074.00	627.00	0.00	615.00	440.00	19.50	0.00	\$2,775.50
Blue 5	726.00	259.00	0.00	385.00	132.50	11.00	0.00	\$1,513.50
Purple 6	790.00	425.00	0.00	470.00	205.00	11.00	0.00	\$1,901.00
Gold 8	52.00	6.00	20.00	195.00	82.50	3.50	0.00	\$359.00
Silver 9	126.00	6.00	0.00	15.00	5.00	1.50	0.00	\$153.50
Turquoise 10	210.00	101.00	0.00	40.00	12.50	2.00	0.00	\$365.50
NightOwl 11	90.00	2.00	0.00	0.00	0.00	0.00	0.00	\$92.00
Yellow 95	11,640.00	4,846.00	0.00	2,250.00	815.00	45.50	0.00	\$19,596.50
	126.00	0.00	0.00	0.00	0.00	0.00	0.00	\$126.00
	\$15,522.00	\$6,539.00	\$104.00	\$4,250.00	\$1,817.50	\$109.00	\$0.00	\$28,341.50



RIDERSHIP AND FARES

Period: 5/1/2016 to 5/31/2016

Route	Cash Fares			Pass Media			Miscellaneous		Special Revenues					Statistics		Other Items	Total Pax
	Basic Cash	Deviations	Disc Cash	Day Pass	Disc Day	Passes Accepted	Xfers	Free	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes		
	14	0	13	1	0	8	0	0	0	0	5	0	0	0	3	1	41
Orange 2	294	0	205	32	23	515	0	0	40	6	1,338	14	92	12	109	20	2,559
Brown 3	36	42	49	23	27	272	0	0	1	0	205	0	12	19	74	9	625
Green 4	537	0	627	123	176	1,395	0	0	546	174	644	159	342	30	80	39	4,723
Blue 5	363	0	259	77	53	398	0	0	7	5	69	131	15	38	61	22	1,377
Purple 6	395	0	425	94	82	356	0	0	115	1	96	1,931	77	38	171	22	3,572
Gold 8	26	10	6	39	33	88	0	0	0	0	51	0	50	6	42	7	293
Silver 9	63	0	6	3	2	22	0	0	0	0	692	3	6	0	1	3	797
Turquoise 10	105	0	101	8	5	28	0	0	0	0	17	3	0	3	5	4	267
Night Cat 11	45	0	2	0	0	23	0	0	2	0	123	5	0	0	7	0	200
Yellow 95	5,820	0	4,846	450	326	2,896	0	0	739	53	1,290	505	905	81	639	91	17,830
Special 96	63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63
Totals	7,761	52	6,539	850	727	6,001	0	0	1,450	239	4,530	2,751	1,499	227	1,192	218	32,347

Estimated Revenue Collected

Revenue Type: Each	Total
Basic Cash Fare: \$2.00	\$15,522.00
Deviations: \$2.00	\$104.00
Discount Cash Fare: \$1.00	\$6,539.00
Day Pass: \$5.00	\$4,250.00
Discount Day Pass: \$2.50	\$1,817.50
Newspapers/Guide: \$0.50-\$1.50	\$109.00
	\$28,341.50



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Summary Financial Report for May 31, 2016

This report is a summary for the period May 2016. The attached monthly profit and loss statements are unaudited figures.

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

May 31, 2016

Greyhound	\$18,531.99
General	\$7,497.81
Payroll	\$6,898.67
Fare Revenue	\$9,001.97

May 31, 2016

YC Treasurer	\$40,114.51
--------------	-------------

Greyhound sales by Month

May	\$14,897.40
-----	-------------

Fare Revenue by Month

May 2016

YCAT	\$21,298.50
On Call	\$502.00

Accounts payable as of May 31, 2016 was \$1,926,100.72

Accounts receivable as of May 31, 2016 was \$1,750,993.64.

The amount of payables include the payable for the new buses which is \$807,642.00 as well as three National Express invoice for the months of September 2015 which was overlooked and submitted at the beginning of May. National Express' April and May invoices which were also submitted in May are included in the above accounts payable.

A portion of the receivable has been received as of the first part of June and the remaining including the payment for the buses is anticipated in the next couple of weeks.

The Profit and Loss statement is included for the two fiscal years for comparison purposes. This report will be modified at the beginning of the fiscal year to combine the two reports.

**Yuma County Intergovernmental Public Transportation Auth.
Executive Board Report**

FISCAL YEAR 2016 - MAY 2016

	<u>May 16</u>	<u>Jul '15 - May 16</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense					
Income					
40000 - Intergovernmental					
40700 - Miscellaneous Revenues					
40799-3 - Advertising Sales	0.00	16,579.78	16,000.00	579.78	103.62%
40799-4 - Greyhound Commissions - YCIPTA	866.51	15,164.96	36,000.00	-20,835.04	42.13%
40799-5 - Interest	55.92	536.13	1,500.00	-963.87	35.74%
40799-6 - Miscellaneous Revenues	-0.90	614.76			
Total 40700 - Miscellaneous Revenues	<u>921.53</u>	<u>32,895.63</u>	<u>53,500.00</u>	<u>-20,604.37</u>	<u>61.49%</u>
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	87,715.40	427,810.12	681,245.00	-253,434.88	62.8%
Total 40900 - Local Funding	<u>87,715.40</u>	<u>944,549.12</u>	<u>1,197,984.00</u>	<u>-253,434.88</u>	<u>78.85%</u>
41101 - State Grants					
41101-1 - ADOT 5311	1,311,071.02	1,587,199.34	1,799,267.00	-212,067.66	88.21%
41101-2 - ADOT 5310	0.00	21,095.46	40,000.00	-18,904.54	52.74%
41101-4 - Other State Grants	0.00	0.00	1,086.00	-1,086.00	0.0%
Total 41101 - State Grants	<u>1,311,071.02</u>	<u>1,608,294.80</u>	<u>1,840,353.00</u>	<u>-232,058.20</u>	<u>87.39%</u>
41300 - Federal Grant Revenue					
41399-1 - FTA 5307	649,664.00	1,293,532.00	3,734,729.00	-2,441,197.00	34.64%
41399-4 - STP Capital Grant	29,611.00	61,430.00	238,602.00	-177,172.00	25.75%
Total 41300 - Federal Grant Revenue	<u>679,275.00</u>	<u>1,354,962.00</u>	<u>3,973,331.00</u>	<u>-2,618,369.00</u>	<u>34.1%</u>
Total 40000 - Intergovernmental	<u>2,078,982.95</u>	<u>3,940,701.55</u>	<u>7,065,168.00</u>	<u>-3,124,466.45</u>	<u>55.78%</u>
41000 - Charges for Service					
40100 - Fare Revenue					
40101 - YCAT Fares	21,298.50	363,729.09	396,000.00	-32,270.91	91.85%
40190 - On Call Fares	502.00	7,414.00	8,400.00	-986.00	88.26%
40191 - Fare Revenue - Other	0.00	4.92	14,800.00	-14,795.08	0.03%
Total 40100 - Fare Revenue	<u>21,800.50</u>	<u>371,148.01</u>	<u>419,200.00</u>	<u>-48,051.99</u>	<u>88.54%</u>
Total 41000 - Charges for Service	<u>21,800.50</u>	<u>371,148.01</u>	<u>419,200.00</u>	<u>-48,051.99</u>	<u>88.54%</u>
Total Income	<u>2,100,783.45</u>	<u>4,311,849.56</u>	<u>7,484,368.00</u>	<u>-3,172,518.44</u>	<u>57.61%</u>
Gross Profit	<u>2,100,783.45</u>	<u>4,311,849.56</u>	<u>7,484,368.00</u>	<u>-3,172,518.44</u>	<u>57.61%</u>
Expense					
50100 - Salaries and Wages					
50102 - Regular Salaries and Wage	17,498.34	228,997.92	241,971.00	-12,973.08	94.64%
Total 50100 - Salaries and Wages	<u>17,498.34</u>	<u>228,997.92</u>	<u>241,971.00</u>	<u>-12,973.08</u>	<u>94.64%</u>
50200 - Fringe Benefits					
50201 - FICA- SS & Medicare	1,338.62	17,518.27	20,640.00	-3,121.73	84.88%
50202 - ASRS	1,003.52	23,724.65	27,755.00	-4,030.35	85.48%
50203 - Health Insurance	2,040.00	25,710.00	36,720.00	-11,010.00	70.02%
50204 - FUTA	7.96	376.62	600.00	-223.38	62.77%
50205 - Life Insurance	25.95	466.65	1,500.00	-1,033.35	31.11%
50207 - State Unemployment	0.00	7,983.58	9,100.00	-1,116.42	87.73%
50208 - Workers Compensation Ins	0.00	1,239.00	2,300.00	-1,061.00	53.87%
Total 50200 - Fringe Benefits	<u>4,416.05</u>	<u>77,018.77</u>	<u>98,615.00</u>	<u>-21,596.23</u>	<u>78.1%</u>
50300 - Services					
50301-1 - ADA Paratransit	10,098.68	102,937.88	70,000.00	32,937.88	147.05%
50301-2 - Accounting & Audit	0.00	21,070.00	24,070.00	-3,000.00	87.54%
50301-3 - Vanpool Subsidy	10,200.00	100,800.00	126,000.00	-25,200.00	80.0%
50302 - Advertising	649.90	40,813.02	50,000.00	-9,186.98	81.63%
50303-1 - Legal Services	0.00	13,546.45	16,000.00	-2,453.55	84.67%
50303-2 - Cash Handel/Payroll Processing	446.74	5,534.08	5,700.00	-165.92	97.09%
50303-3 - IT Support/Web Development	1,036.15	10,894.30	19,000.00	-8,105.70	57.34%
50304 - Temporary Help	2,268.38	10,309.60	7,000.00	3,309.60	147.28%
50305-0 - Bus Contractor	202,988.77	2,435,946.51	2,412,278.00	23,668.51	100.98%
50305-1 - Contract Costs	5,274.27	49,030.96	52,833.00	-3,802.04	92.8%

**Yuma County Intergovernmental Public Transportation Auth.
Executive Board Report**

FISCAL YEAR 2016 - MAY 2016

	<u>May 16</u>	<u>Jul '15 - May 16</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
50305-2 · Equipment Maintenance	75.00	2,935.40	127,195.00	-124,259.60	2.31%
50305-3 · Office Equip Repair	0.00	770.00	3,000.00	-2,230.00	25.67%
50305-4 · Vehicle Repair & Maintance	0.00	1,278.98	203,500.00	-202,221.02	0.63%
50305-5 · Building Repairs & Maintance	466.12	10,173.41	12,000.00	-1,826.59	84.78%
50305-6 · Communications/Radio Service	250.64	14,385.88	14,550.00	-164.12	98.87%
50305-7 · Grounds Keeping/Pest Control	0.00	399.00	2,000.00	-1,601.00	19.95%
50305-8 · Software Updates/Maintenance	0.00	30,324.52	18,400.00	11,924.52	164.81%
50306-1 · Bus Cleaning Services	0.00	5,207.50	28,240.00	-23,032.50	18.44%
50306 · Janitorial Service	0.00	2,325.24	20,000.00	-17,674.76	11.63%
50307 · Security Services	0.00	275.00			
50399 · Other MOU Passthrough Expense	0.00	10,166.83	10,167.00	-0.17	100.0%
Total 50300 · Services	233,754.65	2,869,124.56	3,221,933.00	-352,808.44	89.05%
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	25,629.96	279,461.90	470,000.00	-190,538.10	59.46%
50499-1 · Office Supplies	132.65	5,000.81	5,000.00	0.81	100.02%
50499-2 · Postage	1,325.64	1,790.18	1,700.00	90.18	105.31%
50499-3 · Printing	298.46	15,083.08	21,000.00	-5,916.92	71.82%
50499-4 · Misc Materials & Supplies	40.20	2,765.32	22,500.00	-19,734.68	12.29%
Total 50400 · Materials and Supplies	27,426.91	304,101.29	520,200.00	-216,098.71	58.46%
50500 · Utilities					
50501 · Electricity	1,457.30	15,397.70	18,000.00	-2,602.30	85.54%
50502-1 · Refuse Disposal	95.20	833.87	600.00	233.87	138.98%
50502-2 · Water - Offices	92.91	1,293.33	1,600.00	-306.67	80.83%
Total 50500 · Utilities	1,645.41	17,524.90	20,200.00	-2,675.10	86.76%
50600 · Casualty and Liability Insuranc					
50608-1 · Gen Liab Insurance	119.66	1,462.64	2,400.00	-937.36	60.94%
50608-2 · Prof. Liability Insurance	257.71	3,003.13	3,500.00	-496.87	85.8%
50608-3 · Automobile Insurance	386.75	5,476.63	6,500.00	-1,023.37	84.26%
Total 50600 · Casualty and Liability Insuranc	764.12	9,942.40	12,400.00	-2,457.60	80.18%
50900 · Miscellaneous Expenses					
50901 · Memberships/Dues/Subscriptions	160.00	16,790.61	18,000.00	-1,209.39	93.28%
50902 · Travel Expenses	11.80	16,914.38	20,000.00	-3,085.62	84.57%
50906 · Finance Charges/Penalties	3,638.02	17,631.29	19,100.00	-1,468.71	92.31%
50999-1 · License and Permits	0.00	98.00	2,000.00	-1,902.00	4.9%
50999-2 · Training/Education	821.59	5,769.35	1,000.00	4,769.35	576.94%
50999-3 · Other Misc Expense	209.00	4,920.59	3,500.00	1,420.59	140.59%
50999-4 · Miscellaneous Consumables	0.00	253.80	1,800.00	-1,546.20	14.1%
50999-5 · Telephone/Internet	647.85	6,653.34	8,000.00	-1,346.66	83.17%
Total 50900 · Miscellaneous Expenses	5,488.26	69,031.36	73,400.00	-4,368.64	94.05%
51200 · Leases and Rentals					
51212-1 · Building Lease	4,200.00	46,649.03	50,400.00	-3,750.97	92.56%
51212-2 · Leases Rental Equipment	0.00	243.93	1,000.00	-756.07	24.39%
Total 51200 · Leases and Rentals	4,200.00	46,892.96	51,400.00	-4,507.04	91.23%
51600 · Capital Outlay					
51600-1 · Capital Outlay - less than \$5k	0.00	8,718.15	11,000.00	-2,281.85	79.26%
51600-3 · Buildings	0.00	0.00	1,900,000.00	-1,900,000.00	0.0%
51600-5 · Automobiles	807,642.00	813,250.00	963,000.00	-149,750.00	84.45%
51600-6 · Furniture and Equipment	0.00	60,652.89	370,249.00	-309,596.11	16.38%
Total 51600 · Capital Outlay	807,642.00	882,621.04	3,244,249.00	-2,361,627.96	27.21%
Total Expense	1,102,835.74	4,505,255.20	7,484,368.00	-2,979,112.80	60.2%
Net Ordinary Income	997,947.71	-193,405.64	0.00	-193,405.64	100.0%
Net Income	997,947.71	-193,405.64	0.00	-193,405.64	100.0%

Yuma County Intergovernmental Public Transportation Auth.
Profit & Loss Budget Performance
FISCAL YEAR 2015
May 2015

	<u>May 15</u>	<u>Jul '14 - May 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense				
Income				
39520 - Contributions Private Sources	0.00	0.00	75,891.00	75,891.00
40000 - Intergovernmental				
40700 - Miscellaneous Revenues				
40799-2 - Greyhound Ticket Sales	4,184.41	192,038.20	222,038.20	222,038.20
40799-3 - Advertising Sales	4,376.50	17,064.50	20,000.00	20,000.00
40799-4 - Greyhound Commissions - YCIPTA	0.00	0.00	29,500.00	29,500.00
40799-5 - Interest	27.76	718.76	2,500.00	2,500.00
40799-6 - Miscellaneous Revenues	8.48	1,688.02	938,926.75	938,926.75
40700 - Miscellaneous Revenues - Other	0.00	189.26		
Total 40700 - Miscellaneous Revenues	8,597.15	211,698.74	1,212,964.95	1,212,964.95
40900 - Local Funding				
40900-2 - Local Transit Dues	0.00	516,739.00	516,739.00	516,739.00
40900-4 - Contributions Public Entities	51,775.35	622,349.88	561,206.00	561,206.00
Total 40900 - Local Funding	51,775.35	1,139,088.88	1,077,945.00	1,077,945.00
41101 - State Grants				
41101-1 - ADOT 5311	203,205.68	423,096.70	1,479,556.00	1,479,556.00
41101-2 - ADOT 5310	0.00	0.00	40,000.00	40,000.00
41101-4 - Other State Grants	0.00	0.00	1,086.00	1,086.00
41101 - State Grants - Other	0.00	0.00	0.00	0.00
Total 41101 - State Grants	203,205.68	423,096.70	1,520,642.00	1,520,642.00
41300 - Federal Grant Revenue				
41399-1 - FTA 5307	0.00	539,442.33	3,196,375.00	3,196,375.00
41399-3 - FTA 5316	44,699.72	97,834.05	97,834.05	97,834.05
41399-4 - STP Capital Grant	0.00	0.00	184,992.00	184,992.00
41399-6 - Other Federal Grants	0.00	0.00	0.00	0.00
Total 41300 - Federal Grant Revenue	44,699.72	637,276.38	3,479,201.05	3,479,201.05
Total 40000 - Intergovernmental	308,277.90	2,411,160.70	7,290,753.00	7,290,753.00
41000 - Charges for Service				
40100 - Fare Revenue				
40101 - YCAT Fares	30,710.95	354,046.96	452,917.00	452,917.00
40190 - On Call Fares	459.00	7,440.42	0.00	0.00
40191 - Fare Revenue - Other	0.00	0.00	0.00	0.00
40100 - Fare Revenue - Other	0.00	0.00		
Total 40100 - Fare Revenue	31,169.95	361,487.38	452,917.00	452,917.00
Total 41000 - Charges for Service	31,169.95	361,487.38	452,917.00	452,917.00
Total Income	339,447.85	2,772,648.08	7,819,561.00	7,819,561.00
Gross Profit	339,447.85	2,772,648.08	7,819,561.00	7,819,561.00
Expense				
50100 - Salaries and Wages				
50102 - Regular Salaries and Wage	25,310.79	209,930.26	259,259.00	259,259.00
Total 50100 - Salaries and Wages	25,310.79	209,930.26	259,259.00	259,259.00
50200 - Fringe Benefits				
50201 - FICA- SS & Medicare	1,952.38	16,169.41	19,833.00	19,833.00
50202 - ASRS	2,838.78	19,982.75	26,994.00	26,994.00
50203 - Health Insurance	2,698.48	24,037.18	34,740.00	34,740.00
50204 - FUTA	0.00	0.00	0.00	0.00
50205 - Life Insurance	47.25	459.90	292.00	292.00
50207 - State Unemployment	6.83	42.01	50.00	50.00
50208 - Workers Compensation Ins	0.00	2,087.77	1,729.00	1,729.00
Total 50200 - Fringe Benefits	7,543.72	62,779.02	83,638.00	83,638.00
50300 - Services				
50301-1 - ADA Paratransit	5,701.45	152,979.86	128,834.00	128,834.00
50301-2 - Accounting & Audit	0.00	25,931.03	29,357.00	29,357.00
50301-3 - Vanpool Subsidy	10,200.00	95,580.00	126,000.00	126,000.00
50302 - Advertising	3,450.11	55,292.22	63,929.22	63,929.22
50303-1 - Legal Services	1,300.00	82,425.63	23,636.72	23,636.72
50303-2 - Cash Handel/Payroll Processing	446.04	5,112.17	6,000.00	6,000.00
50303-3 - IT Support/Web Development	845.00	15,750.96	17,000.00	17,000.00
50304 - Temporary Help	1,839.61	254,110.38	255,000.00	255,000.00
50305-0 - Bus Contractor	172,688.49	1,513,875.77	1,709,217.28	1,709,217.28
50305-1 - Contract Costs	1,325.00	31,581.59	50,400.00	50,400.00
50305-2 - Equipment Maintenance	2,559.05	11,284.78	13,000.00	13,000.00
50305-3 - Office Equip Repair	0.00	2,561.55	3,000.00	3,000.00
50305-4 - Vehicle Repair & Maintenance	4,824.40	298,740.51	287,052.78	287,052.78
50305-5 - Building Repairs & Maintance	473.67	7,766.44	9,000.00	9,000.00
50305-6 - Communications/Radio Service	125.16	13,022.87	12,000.00	12,000.00
50305-7 - Grounds Keeping/Pest Control	0.00	360.00	500.00	500.00
50305-8 - Software Updates/Maintenance	0.00	50,137.13	31,940.00	31,940.00
50306-1 - Bus Cleaning Services	5,817.40	32,896.40	39,500.00	39,500.00
50306 - Janitorial Service	-34.40	20,023.71	23,004.00	23,004.00
50307 - Security Services	0.00	0.00	200.00	200.00
50399 - Other MOU Passthrough Expense	7,538.22	70,737.57	36,200.00	36,200.00

Yuma County Intergovernmental Public Transportation Auth.
Profit & Loss Budget Performance
FISCAL YEAR 2015
May 2015

	<u>May 15</u>	<u>Jul '14 - May 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total 50300 · Services	219,099.20	2,740,170.57	2,864,771.00	2,864,771.00
50400 · Materials and Supplies				
50401 · Fuel, Oil, Lubricants	32,669.27	403,473.26	471,150.00	471,150.00
50499-1 · Office Supplies	339.85	6,438.23	7,000.00	7,000.00
50499-2 · Postage	9.84	1,577.83	1,800.00	1,800.00
50499-3 · Printing	381.20	26,443.36	30,500.00	30,500.00
50499-4 · Misc Materials & Supplies	45.30	166,509.81	168,360.00	168,360.00
Total 50400 · Materials and Supplies	33,445.46	604,442.49	678,810.00	678,810.00
50500 · Utilities				
50501 · Electricity	1,441.56	14,801.80	15,000.00	15,000.00
50502-1 · Refuse Disposal	56.84	541.56	600.00	600.00
50502-2 · Water - Offices	89.99	1,357.41	1,400.00	1,400.00
Total 50500 · Utilities	1,588.39	16,700.77	17,000.00	17,000.00
50600 · Casualty and Liability Insuranc				
50608-1 · Gen Liab Insurance	0.00	2,032.40	2,033.00	2,033.00
50608-2 · Prof. Liability Insurance	0.00	3,442.75	3,443.00	3,443.00
50608-3 · Automobile Insurance	0.00	60,079.90	6,237.00	6,237.00
Total 50600 · Casualty and Liability Insuranc	0.00	65,555.05	11,713.00	11,713.00
50900 · Miscellaneous Expenses				
50901 · Memberships/Dues/Subscriptions	0.00	7,236.28	8,400.00	8,400.00
50902 · Travel Expenses	102.57	7,835.45	10,000.00	10,000.00
50906 · Finance Charges/Penalties	5,163.51	9,082.75	10,000.00	10,000.00
50999-1 · License and Permits	0.00	12,869.50	12,870.00	12,870.00
50999-2 · Training/Education	0.00	1,627.90	2,000.00	2,000.00
50999-3 · Other Misc Expense	9.18	128.43	30,429.00	30,429.00
50999-4 · Miscellaneous Consumables	0.00	668.18	1,800.00	1,800.00
50999-5 · Telephone/Internet	650.10	6,982.17	8,672.00	8,672.00
Total 50900 · Miscellaneous Expenses	5,925.36	46,430.66	84,171.00	84,171.00
51200 · Leases and Rentals				
51205 · Auto/Truck Lease/Rental	0.00	0.00	0.00	0.00
51212-1 · Building Lease	4,200.00	50,400.00	50,400.00	50,400.00
51212-2 · Leases Rental Equipment	0.00	357.47	976.00	976.00
Total 51200 · Leases and Rentals	4,200.00	50,757.47	51,376.00	51,376.00
51600 · Capital Outlay				
51600-1 · Capital Outlay - less than \$5k	0.00	0.00	0.00	0.00
51600-3 · Buildings	0.00	0.00	2,385,054.00	2,385,054.00
51600-5 · Automobiles	0.00	160,609.67	1,110,000.00	1,110,000.00
51600-6 · Furniture and Equipment	0.00	61,240.11	197,878.00	197,878.00
Total 51600 · Capital Outlay	0.00	221,849.78	3,692,932.00	3,692,932.00
Total Expense	297,112.92	4,018,616.07	7,743,670.00	7,743,670.00
Net Ordinary Income	42,334.93	-1,245,967.99	75,891.00	75,891.00
Net Income	42,334.93	-1,245,967.99	75,891.00	75,891.00