



## 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:

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

082420 YCIPTA Board Meeting  
Mon, Aug 24, 2020 1:30 PM - 3:30 PM (PDT)

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

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

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#### Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

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

The agenda for the meeting is as follows:

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

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

**CONSENT CALENDAR:** The following items listed under the Consent Calendar will be considered as a group and acted upon by one motion with no separate discussion, unless a board member so requests. In that event, the item will be removed for separate discussion and action.

1. Adopt the April 27 and June 22, 2020 and regular session minutes. Pg 4 & 10

## DISCUSSION & ACTION ITEMS:

1. Discussion and or action regarding YCIPTA's First Amendment to Second Amended and Restated By-Laws. Action required. Pg. 17
2. Discussion and or action regarding the FY2018 Single Audit and Certified Annual Financial Report (CAFR). Action required. Sent under separate cover. Pg. 28
3. Discussion and or action regarding the YCIPTA Vanpool RFP and Contract Award to Commute. Action required. Pg. 30
4. Discussion and or action regarding the YCIPTA Strategic Planning Services RFP 2021-001. Action required. Pg. 76
5. Discussion and or action regarding the 1<sup>st</sup> Amendment to the YCIPTA-AWC MOU. Action required. Pg. 117
6. Discussion and or action regarding the YCAT Maintenance Audit. No action required. Pg. 121

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Shelly Kreger, Transit Director

7. Discussion and or action regarding the YCIPTA Shelter Plan. No action required. Pg. 130
8. Discussion and or action regarding the CARES Act Funding. Possible action required. Pg. 137

**PROGRESS REPORTS:**

1. Operations Manager Report – Oliver Cromwell, General Manager – RATP Dev. *No action required.* Pg. 143
2. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.* Pg. 144
3. Transit Ridership – Carol Perez, Transit Operations Manager. *No action is required.* Pg. 169
4. Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required.* Pg. 171

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

September 28, 2020

**ADJOURNMENT**

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

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Board Meeting on Monday, April 27, 2020 virtual meeting via Global GoToMeeting. The Chair, Ms. Zambrano called the meeting to order at 1:41 p.m.

**Members Present:**

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

**Members Excused:**

Paul Soto/Cocopah Indian Tribe

**Others Present:**

Shelly Kreger/YCIPTA/Transit Director  
Carol Perez/YCIPTA/Operations Manager  
Chona Medel/YCIPTA/Financial Services Operations  
Marty Padilla/YCIPTA/Quality Assurance Officer  
Oliver Cromwell/RATP Dev /General Manager  
Mike Birch/RATP Dev/Regional Vice President - West

The Pledge of Allegiance was led by Mr. Velez

**CALL TO THE PUBLIC:**

No comments were made.

**CONSENT CALENDAR:**

**No.1: Adopt the January 27, 2020 regular session minutes.**

Mr. Rodriguez stated that he had not received the minutes. Ms. Kreger apologized for the inconvenience and stated that she would email them shortly.

**Motion** (Thorpe/Golding): Approved pending correction to Scrivener's error regarding the election of Mr. Ian McGaughey to Secretary and Treasurer.

**Voice Vote:** Motion Carries, (7-0) Mr. Rodriguez, abstaining and Mr. Soto being excused.

**DISCUSSION & ACTION ITEMS:**

**No. 1: Discussion and or action regarding the Community Transportation Committee (CTC). Action required.**

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

Ms. Zambrano requested that each Member attempt to find two people to join committee.



Mr. Sabath inquired as to what type of participants were needed to join the committee.

Ms. Kreger stated that riders or advocates would be ideal but more information was available on the application.

Mr. Sabath stated that perhaps members of the Chamber might want to participate.

Ms. Thorpe stated that it was good to try something different since what was being done was not working.

**Motion** (Sabath/Thorpe): To have board members support the effort to identify members for the Community Transportation Committee (CTC).

**Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

**No. 2: Discussion and or action regarding Health Insurance Premium increase for FY2021 and YCIPTA's contribution. Action required.**

Ms. Kreger presented the item as contained in the member packet. Ms. Kreger stated that YCIPTA's has not increased since 2015. The increase would present a hardship to employees.

Mr. Rodriguez inquired where the funding would come from.

Ms. Kreger stated that the increase would come from 5307 grant funding.

Mr. Rodriguez inquired if there was a backup plan if the grant funding was denied.

Ms. Kreger stated that the funding was guaranteed it was just a matter of applying for it.

Mr. Velez inquired as what the rational for the increase.

Ms. Zambrano stated she did not know why it had increased but also but AWC was also alarmed at rate.

Ms. Thorpe inquired as to why the lower the rate instead of making the employee whole.

Ms. Kreger stated that it would be an extra incentive for employee but could keep it same rate for employee.

Mr. Rodriguez stated that it was only an increase of 13.1% increase for Yuma County and inquired why YCIPTA's increase was 35%.

Ms. Medel stated that the 35% was a budgetary increase.

Ms. Kreger requested that Ms. Medel provide YCIPTA's rate increase.

Mr. McGaughey suggested that this item be tabled to the end of the meeting.

**Motion** (Rodriguez/McGaughey): To table the item until the end of the meeting

**Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

**No. 3: Discussion and or action regarding release of the Vanpool Program RFP. Action required.**

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

**Motion** (Sabath/Velez): Approved item as presented.

**Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

**No. 4: Discussion and or action regarding member agencies contributions for Fiscal Year 2020-2021. Action required.**

Ms. Kreger presented the item as contained in the member packet. Ms. Kreger stated that the contributions are the same as in previous years.

**Motion** (McGaughey/Rodriguez): Approved item as presented.

**Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

Mr. Sabath stated that YCIPTA should get bills out as soon as possible since we do not know what will happen next year.

**No. 5: Discussion and or action regarding COVID-19 and the current status of YCAT operations. No action required.**

Ms. Kreger stated that in March press releases were sent out regarding reducing service and enhanced cleaning/sanitation of vehicles. To assist with social distancing, passenger load was also limited.

Ms. Kreger stated that the ridership has dropped about 75% due to COVID-19.

Ms. Kreger stated that YCIPTA did not want to lay off drivers due to the reduction of service. Drivers were offered to bid on other duties. Duties included bus washing, bus detailing, bus stop maintenance, disinfecting buses on routes throughout the day, yard maintenance and facility cleaning. Ms. Kreger commended all the drivers for taking pride in the duties they have taken over.

Ms. Kreger further stated that she was able to acquire single use mask, KN95 and hand sanitizers. The first partial order of 500 single use mask were delivered Wednesday the 22nd, we are waiting on the remainder of the order. Thermometers on order should arrive next week.

Ms. Thorpe stated that she appreciated the update and was glad the drivers were able to take care of some different activities. Ms. Thorpe further stated that unemployment numbers are bad enough.

Ms. Zambrano thanked Ms. Kreger for all her hard work. She further stated that she is thankful the drivers had work and not just busy work but important work with disinfecting stops and vehicle.

**No. 6: Discussion and or action regarding the CARES Act Apportionment for transit (5307 & 5311) funding. Possible action required.**

Ms. Kreger provided some background information as contained in the member packet and stated that perhaps no action would be necessary.

Ms. Kreger further stated that YCIPTA had received 8,136,964 in CARES funding. The funds do not expire but FTA has encouraged to use as soon as possible. There is no local match needed and can be used for operating, capital and other expenses.

Ms. Kreger stated that YCAT is losing fare revenue but with the grant funds received would assist. This funding is keeping our drivers and staff employed. This funding also guarantees that pay will be received even if drivers are out sick; this has been kept under the radar.

Mr. Sabath inquired as to COVID's impact on revenue.

Ms. Kreger stated that YCAT has gone over a month without collecting fare.

Ms. Kreger stated that the grant funds could carry us for several years, depending on capital expenses.

Ms. Zambrano inquired if employees could take time off if they had the virus, even if they didn't have any paid time off.

Ms. Kreger confirmed and stated that it also applied if an employee needed to take time off to provide care of someone that had COVID.

**PROGRESS REPORTS:**

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

Mr. Cromwell presented the item as contained in the member packet.

Mr. Sabath requested more information on the reduction of routes.

Mr. Cromwell stated that most routes were running on a Saturday schedule.

Ms. Zambrano inquired if there were any highlights.

Mr. Cromwell stated that one of the biggest things is the progress to date. Mr. Cromwell stated that he was very proud of the staff and everything was moving exactly as it should.

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

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

Mr. Rodriguez stated that there were some questions regarding permits for placing the shelters.

Ms. Kreger stated that issue was with engineering company and not the City. Ms. Kreger further stated that YCIPTA needed more data from our automatic passenger counters (APC's) to determine where to place the shelters. Ms. Kreger also stated that currently we do not want to order the shelters since there is no place to store them.

Mr. Rodriguez stated that perhaps the City could help with storage, if YCIPTA would be interested in that. Mr. Rodriguez suggested YCIPTA provide square footage needed offline.

Ms. Kreger stated that she would provide the square footage need and that it was a fantastic idea.

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

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

Ms. Zambrano inquired if the ridership for March included ridership for silver route 9.

Ms. Perez stated that it did include ridership for silver route 9, however, only from March 1<sup>st</sup> to March 19<sup>th</sup>.

Mr. Rodriguez inquired regarding the current ridership.

Ms. Kreger stated that for the month of April she estimates the ridership would be about 10,800.

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

Ms. Medel presented the item as contained in the member packet.

Continued discussion of discussion and action item:

**No. 2: Discussion and or action regarding Health Insurance Premium increase for FY2021 and YCIPTA's contribution. *Action required.***

Ms. Medel stated that the YABC increase was 13% and the 36% was a budgetary increase. There would be a decrease of \$14,892 to leave the employee contribution the same.

Mr. McGaughey stated that he was comfortable keeping employee contribution the same.

Ms. Thorpe agreed to keeping the employee whole.

Mr. Rodriguez stated that he was in agreeance to net neutral like Ms. Thorpe and Mr. McGaughey had stated.

**Motion** (Thorpe/McGaughey): To keep current contributions the same and YCIPTA making up the balance.

**Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

May 25, 2020 – is Memorial Day. Suggest we schedule for the following Monday, May 30, 2020

Audit  
FY19/20 Budget Amendment FY  
20/21 Budget  
ADA Policy

Members agreed to schedule the next meeting on June 1<sup>st</sup>.

Mr. McGaughey requested to add the Director's use of vehicle.

**Motion** (Velez/McGaughey): Adjournment.

**Voice Vote:** Motion Carries, (8-0) with Mr. Soto being excused.

**ADJOURNMENT**

There being no further business to come before the Authority, the meeting was adjourned at 2:53 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

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

\_\_\_\_\_  
Carol Perez, Board Secretary

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Board Meeting on Monday, June 22, 2020 virtual meeting via Global GoToMeeting. The Chair, Ms. Zambrano called the meeting to order at 1:33 p.m.

**Members Present:**

Susanna Zambrano/Arizona Western College/Chair  
Michael Sabath/Northern Arizona University/Vice Chair  
Susan Thorpe/Yuma County  
Philip Rodriguez/City of Yuma  
Jorge Lozano/City of Somerton/Secretary/Treasurer  
Brian Golding, Sr./Quechan Indian Tribe  
Larry Killman/Town of Wellton  
Paul Soto/Cocopah Indian Tribe

**Members Excused:**

Ralph Velez/City of San Luis

**Others Present:**

Shelly Kreger/YCIPTA/Transit Director

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

**CALL TO PUBLIC:**

No comments were made.

**CONSENT CALENDAR:**

**No. 1: Adopt the April 27, 2020 regular session minutes.**

Minutes were not available for the meeting; item was tabled for a future meeting.

No action taken.

**DISCUSSION & ACTION ITEMS:**

**No. 1: Welcome Jorge Lozano, Interim City Manager of the City of Somerton. No action required.**

Ms. Zambrano introduced Mr. Lozano and welcomed him to the Board.

Mr. Lozano thanked the Board and stated the he is excited to have joined the Board.

No action required; no action taken.

**No. 2: Discussion and or action regarding the YCIPTA FY20-21 Capital and Operating Budget. Action required.**

Ms. Kreger draft fiscal year 2020 -2020 capital and operating budget

Key highlights:

- Increase in the fully allocated rate is now \$137.36, increase of \$19.24 from last year.
  - Due to increase contractor cost and COVID-19 related expenses, which include daily sanitation and protective equipment.
- Fares are projected to be \$341,811 system wide but could change due to COVID-19.
- Staff is projecting revenues/expenses of \$9,412,176 that would be required to operate the transit system, purchase capital items and the Hotel Del Sol project pass-through with the City of Yuma.
- FTA Section 5311 funds for both capital and operating are projected to be \$3,299,242.
  - The large increase in this year's 5311 funding is attributed to the CARES Act funding allowing for 100% federal share.
- FTA Section 5307 will continue to fund transit services that are wholly within the Yuma Urbanized Area. The large increase in these funds from prior year is also attributed to the CARES Act funding at 100% federal share.
- The budget does assume \$25,000 in FTA Section 5310 funding for the travel training program, which is the program that Ms. Carol Perez does.
- \$26,400 of Greyhound revenues generated as commission to the Transportation Authority from ticket sales.
- Full staffing of seven full time employees with employee benefits is anticipated.
- Pay increases are budgeted this fiscal year for a 1 step increase.
- The budget assumes a continued operation of NextBus service on all buses.
  - NextBus is our bus tracking system, recent upgrade
- Transit services operations contract increases from \$85.69 per hour to \$88.26 for YCAT transit services and \$32.19 to \$33.16 for YCAT OnCall.
- The marketing budget has increased from \$25,000 to \$30,000 for printing and \$80,000 for advertising remains the same.
- Purchase of bus shelters for approximately \$243,471.
- Purchase of upgrade of radios for entire fleet, forklift and miscellaneous equipment.
  - Old radios are obsolete
- Increased costs related to COVID-19 to include driver protection barriers, PPE's and sanitization
- YCIPTA received a little over \$10 million dollars from CARES act.

Ms. Thorpe inquired as to what percent the 1 step increase for employee salary.

Ms. Kreger stated that she believed it was 3%.

Ms. Thorpe inquired regarding what the increase in Transit Services Operation Contract was based on.

Ms. Kreger stated that the annual increase was determined by the CPI (consumer price index).

Mr. Rodriguez inquired regarding the 1 step increase, if that was straight across the board, not taking into account tenure or position.

Ms. Kreger stated, that it was correct due to YCIPTA going off of the Yuma County pay scales.

Ms. Thorpe stated that the County did not do 3% salary increases.

Ms. Kreger stated that YCIPTA budgeted for about 3% but that the increase was performance based and not guaranteed.

Mr. Sabath inquired what the Transit Services Operation Contract was.

Ms. Kreger stated that it was the contractor (RATP Dev) is what is used to run the transit system.

Ms. Thorpe stated that she calculated the fixed route and OnCall increase and that both increased by 3%.

Discussion ensued in regards to CARES act funding amount.

Mr. Sabath inquired as to what was the plan for the extra funding.

Ms. Kreger stated that a portion would be going towards operating costs and rolling into a future year.

Ms. Thorpe inquired as to what was the purpose of the funding, could it be used for capital expenses.

Ms. Kreger stated that it would be ideal to use it for operating expenses since it is normally a 50/50 match ratio. Ms. Kreger stated that it would be more beneficial for YCIPTA since capital expenses are an 80/20 match ratio.

Ms. Kreger further stated that in the grant application procurement of buses was not included but that it could be amended in the future.

Ms. Thorpe inquired if the funding could be used to offset the member contribution to YCIPTA.

Ms. Kreger stated that YCIPTA still needed match funds for grants that existed prior to the CARES act funding.

Ms. Thorpe stated that she would like to continue this discussion farther down the road. Ms. Thorpe stated that the funds received from the CARES act was a large sum of money and funds would not be exhausted on sanitation and personal protective equipment alone.

Ms. Kreger agreed and stated that YCIPTA would like to spend some of the funding for the new YCAT facility.

Mr. Lozano stated that he agreed with Ms. Thorpe and would like to discuss reimbursement of the member contributions further.

Mr. Sabath inquired if the funds had an expiration date.

Ms. Kreger stated that there was no expiration date but Federal Transit Administration encouraged agencies to spend CARES act funding before other grants. FTA further stated that they could potentially pull unused funds at a future date.

Ms. Zambrano requested that potential uses of CARES funding be added to the next agenda.

Mr. Golding stated that he agreed that further discussion was needed regarding potential uses of CARES funding. Mr. Golding also stated that he believed that the funding for the Hotel Del Sol needed to be obligated this year and inquired if YCIPTA had an alternate purpose for the funds.



Ms. Kreger stated that an extension was requested and due to COVID-19 it is likely to be granted.

Mr. Rodriguez inquired if YCIPTA was having on-going discussions regarding funding with the City.

Ms. Kreger stated that she could forward the pass-through funding agreement to Mr. Rodriguez and further stated that she was in communication with several City staff. Ms. Kreger also stated that there was a potential to use for outside improvements but that the City has not requested reimbursements as of yet.

Mr. Rodriguez and Ms. Kreger agreed to meet at a later date to discuss the Hotel Del Sol funding.

Mr. Golding asked for clarification on the 1.8 million designated for Hotel Del Sol, he inquired if that could be used for an alternate purpose.

Ms. Kreger stated that along with the extension it was also requested that as an alternate, funding could potentially be used for the YCIPTA facility.

Discussion ensued regarding the grant funding for Hotel Del Sol.

**Motion** (Thorpe/Sabath): To approve with proviso of future a discussion regarding uses of excess CARES funding, to include possibly offsetting member contributions.

**Voice Vote:** Motion Carries, (8-0) with Mr. Velez being excused.

**No. 3: Discussion and or action regarding the FY20-21 Eastern Imperial County Transit Services (EICTS) Operations and Implementation Plan/EICTS MOU 5<sup>th</sup> Extension and Amendment/FY20-21 YCIPTA MOU Exhibit A 10<sup>th</sup> Amendment. Action required.**

Ms. Kreger provided background information for this item as contained in the member packet.

Ms. Kreger stated that exhibit A of the MOU is amended every year. Ms. Kreger stated that the cost for revenue hour was not amended when driver increase was approved and waited for this amendment to add that increase.

Ms. Kreger stated that service was running on a Saturday Schedule due to COVID-19 and that offset the decrease in funds from EICTS.

Mr. Golding provided background information on the service YCIPTA was providing for EICTS and Quechan Indian Tribe and asked for support.

**Motion** (Sabath/Killman): To approve as presented.

**Voice Vote:** Motion Carries, (8-0) with Mr. Velez being excused.

**No. 4: Discussion and or action regarding the FY19 Transportation Development Act (TDA) Audit. No Action required.**

Ms. Kreger provided background information as contained in the member packet. Ms. Kreger stated that this had not been brought to the Board previously but Mr. Golding suggested to bring it forward. Ms. Kreger stated that his review was similar to the triannual audit performed by FTA.

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

Based on discussions with YCIPTA and Quechan Tribe staff, analysis of program performance, and an audit of program compliance and function, the audit team presents one compliance finding: 1. The State Controller Report for FY 2016/17 was submitted after the stipulated deadline.

The audit team has also identified one functional finding. While this finding is not a compliance finding, the auditors believe it is significant enough to be addressed within this audit: 1. There were some inconsistencies between the operating data reported to the State Controller and that reported on YCAT's monthly performance reports.

Ms. Kreger stated that the audit was pretty smoothed.

Mr. Golding stated that the exception indicated was on the Tribe. Mr. Golding stated that the Tribe prepared and reported the monthly performance reports to the State Controller.

No required, no action taken.

**No. 5: Discussion and or action regarding the award of the Vanpool Program contract. Action required.**

Ms. Kreger requested that this item be table to a future meeting, legal review has raised some questions in regards to Enterprises exceptions.

Ms. Zambrano tabled the item for a future meeting.

No action was taken.

**No. 6: Discussion and or action regarding the Transit Directors use of YCIPTA's support vehicle. Action required.**

Ms. Kreger provided background information as contained in the member packet.

Mr. Rodriguez inquired if Ms. Kreger was requesting use of the expedition and what it was currently being used.

Ms. Thorpe inquired as to why an expedition was purchased if the intention was for single use only.

Ms. Kreger stated that YCIPTA received a good deal for the purchase of the two vehicles. Ms. Kreger stated that in the past two vehicles were necessary to travel to meetings since there was not enough seating in one vehicle. Ms. Kreger further stated that Greyhound receives large packages that did not fit in the smaller vehicles.

Mr. Lozano inquired when the vehicles were purchased and what year the vehicles were.

Ms. Kreger stated that the vehicles were 2020 vehicles were purchased about two months prior with Board approval.

Ms. Thorpe inquired as to what the original purpose of the vehicle, sounds like they were repurposed.

Ms. Kreger stated that the intention has been to use for administrative uses. YCIPTA previously only had one vehicle and often needed two as well as the one vehicle was too small.

Mr. Rodriguez stated he felt it was too large vehicle for YCIPTA.

Mr. Soto was disconnected from the meeting at 2:33 pm.

**Motion** (Golding/Sabath): To approve as presented.

Mr. Rodriguez requested clarification if this vehicle was to be used for personal use.  
Ms. Kreger stated that personal use was not included.

**Voice Vote:** Motion Carries, (7-0) with Mr. Velez and Mr. Soto being excused.

### **PROGRESS REPORTS:**

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

Ms. Kreger presented the report as contained in the member packet; Mr. Cromwell was unable to attend.

Mr. Sabath noted that YCAT was reducing passenger capacity and inquired as to how much it was reduced.

Ms. Kreger stated that it was a 50% reduction. No action required; no action taken.

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

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

Ms. Kreger stated that YCIPTA is operating with very limited staff.

Ms. Kreger stated that face masks are required to board the bus. Discussion ensued regarding enforcing face mask policy. No action required; no action taken.

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

Ms. Kreger presented the report as contained in the member packet; Ms. Perez was unable to attend. No action required; no action taken.

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

Ms. Kreger presented the report as contained in the member packet; Ms. Medel was unable to attend. No action required; no action taken.

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

July 27, 2020

- Audit

Ms. Thorpe requested the following items to be added:

- Status update for Hotel Del Sol
  - Including alternate uses of funding
- Status update on the new facility
  - Proposed timeline
- Choices for a facilitator for strategic planning

Mr. Rodriguez requested the bus shelter procurement status be added as a discussion item and potentially and action item.

Ms. Zambrano inquired if the survey results would be available for the next meeting.

Ms. Kreger stated some preliminary information might be available.

Mr. Sabath requested an update on the Community Transportation Committee.

**Motion** (Thorpe/Sabath): To adjourn.

**Voice Vote:** Motion Carries, (7-0) with Mr. Velez and Mr. Soto being excused.

**ADJOURNMENT**

There being no further business to come before the Authority, the meeting was adjourned at 2:57 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

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

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Carol Perez, Board Secretary



## Yuma County Intergovernmental Public Transportation Authority

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

August 24, 2020

### 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 YCIPTA's First Amendment to  
Second Amended and Restated By-Laws.

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the YCIPTA First Amendment to Second Amended and Restated By-Laws.

**Background and Summary:** During discussions last year regarding an update to the By-laws to include language stating that the current Chairperson of the YCIPTA Board of directors be included in each years Personnel Subcommittee. The Personnel Subcommittee meets annually to discuss the Transit Director annual performance evaluation.

Attached to this board report is the updated By-laws reflecting the addition of this requested language.

**Fiscal Impact:** None

**Recommended Motion:** That the Yuma County Intergovernmental Public Transportation Authority Board of Directors adopts the First Amendment to Second Amended and Restated By-Laws.

**Fiscal Impact:** None

**Legal Counsel Review:** Yes

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

Shelly Kreger, Transit Director

Attachments: First Amendment to Second Amended and Restated By-Laws.

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

Approved for Submission



Shelly Kreger, Transit Director

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

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED BYLAWS  
OF  
THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION  
AUTHORITY**

The YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, a corporate body and political subdivision of the State of Arizona (“YCIPTA”), Board of Directors duly noticed and held in Yuma, Arizona, on the 24<sup>th</sup> day August, 2020, pursuant to the provision of Article VIII of the Bylaws of the YCIPTA, which were initially adopted on August 22, 2011, and subsequently amended and restated on May 29, 2012 and June 23, 2014 (collectively, the “Bylaws”), at which the Board of Directors adopted the following resolutions amending the Bylaws as follows:

RESOLVED, Section 4.5 of Article IV be, and it is hereby, amended solely in the following particulars to read as follows:

The following language shall be added to Section 4.5 between the second and third sentences:

The chairperson of the Board, during his/her term as chairperson, shall serve on the Personnel Subcommittee.

Except as amended herein, the provisions of the Bylaws of the YCIPTA shall remain in full force and effect.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Susanna M. Zambran, Chairman

ATTEST:

\_\_\_\_\_  
Michael Sabath, Secretary

**SECOND AMENDED AND RESTATED BYLAWS  
OF THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC  
TRANSPORTATION AUTHORITY**

**ARTICLE I  
PURPOSE AND CONSTRUCTION**

1.1. Coordination of public transportation services, and designing, operating and maintaining a transportation system to meet regional needs are the primary objectives of the Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”). The purpose of these Bylaws is to define the framework of the organization and the roles, responsibilities and expectations of its members.

1.2 YCIPTA was formed under the statutory authority defined in A.R.S. § 28-9101 et seq., and will continue to operate under, the guidelines established thereby. Any conflict between these Bylaws and the authority of A.R.S. § 28-9101 et seq. will be resolved in favor of statute.

1.3 The functions of YCIPTA include, but are not limited to, to the following:

- a. Acquire, develop, and provide for the provision of transit services in a manner that will meet the standards for maximum public use and will be most equitable, expedient, convenient and compatible with the public health, safety and well-being;
- b. Implement specific transit programs selected for implementation by the Board of Directors;
- c. Record and compute transit service use and report the same as required by local, state and federal law;
- d. Insure the cooperation, coordination and pooling of common resources, maximum efficiency and economy in governmental operations with respect to providing transit services;
- e. Inventory, classify and identify problems that may be solved with respect to transit services, though a comprehensive survey and plan involving multi-city and county cooperation;
- f. Facilitate actions and agreements among the governmental units for specific project development with respect to transit services; and
- g. Provide for the adoption of common policies with respect to problems which are common to the various member agencies of YCIPTA with respect to transit services.

**ARTICLE II  
NAME AND PRINCIPAL OFFICE**

2.1 The name of the public intergovernmental transportation authority will be the Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”). YCIPTA is a corporate body and political subdivision of the State of Arizona, with all of the power and privileges appurtenant thereto.



2.2 The principal office of YCIPTA shall be at Yuma County Administration, 198 S. Main St., Yuma, Arizona 85364. YCIPTA may have such other offices as the Board of Directors may designate or as the business of YCIPTA may require from time to time.

### **ARTICLE III MEMBERS**

3.1 Initial Members. The initial members of YCIPTA shall be as follows:

Yuma County

City of Yuma

City of Somerton

City of San Luis

Town of Wellton

Yuma Branch Campus of Northern Arizona University

Arizona Western College

3.2 Additional Members. Additional members, up to a maximum total of nine (9) members, may be added by a two-thirds (2/3) majority vote of all of the current Members of the Board of Directors.

3.3 The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis, and the Town of Wellton, as well as all of the unincorporated areas within Yuma County. The Board may, by a two-thirds (2/3) majority vote of all of the current Members, increase the membership of YCIPTA as provided in Sec. 3.2 to include additional municipalities or entities located in Yuma County authorized for membership in an intergovernmental public transportation authority pursuant to A.R.S. § 28-9102 (“New Member”). The vote to add a New Member shall be taken upon written application of the New Member.

3.4 Membership in YCIPTA is not transferable or assignable.

## ARTICLE IV YCIPTA BOARD OF DIRECTORS

4.1 YCIPTA shall be governed by a Board of Directors consisting of nine (9) members (the “Board”). The Board shall be comprised of at least one (1) representative of each Member described in section 3.1. The remaining director positions, if any, shall be apportioned among the Member municipalities according to the population represented by each Member with priority beginning with the Member municipality representing the largest population.

For example, in the event all nine director positions have not been filled after each Member has appointed one representative, the Member municipality representing the largest population would have priority to appoint a second representative, then the Member municipality representing the second largest population would have priority to appoint a second representative, and so forth, until a total of nine director positions have been filled.

In the event that additional members join YCIPTA, the existing Member municipality representing the smallest population and having two directors shall select which one of the directors shall remain as the Member’s appointed representative and the other director position shall be apportioned to the new member entity.

4.2 The initial directors shall serve for terms of two (2), three (3), four (4) and five (5) years, to be determined by lots, with three (3) directors serving initial terms of three (3) years, three (3) directors serving initial terms of four (4) years and one (1) director serving initial terms of five (5) years. Succeeding directors shall serve full five (5) year terms in staggered rotation. Additional directors shall be allocated within this system to ensure an orderly and regular rotation of directors.

4.3 A member agency may remove its appointed director for cause, as determined by the governing body of such member agency. In the event a director is removed by a Member, or by YCIPTA, the Member shall promptly appoint a successor director.

4.4 YCIPTA may remove any director for cause. Cause shall include: (a) Conviction of a felony or misdemeanor involving moral turpitude; (b) Death; (c) Permanent disability (unable to perform duties for 180 consecutive days); or (d) Failure to attend three (3) or more consecutive board meetings within a running year.

4.5 At the first meeting of each calendar year, the Board shall elect a chairperson, a vice chairperson and a secretary-treasurer, who shall serve as the officers of YCIPTA. The chairperson shall be responsible for approving the development of meeting agendas and the conduct of each meeting of the Board. The chairperson shall have such powers, and be subject to such duties as are provided by the law of Arizona, by these Bylaws, or as may be conferred upon him or her by vote or resolution of the Board of Directors. In the absence or disability of the chairperson, the vice-chairperson shall have all the powers, and be subject to all the duties of the chairperson, so long as such absence or disability continues. The vice-chairperson shall have such powers and duties as may from time to time be conferred upon him or her by the Board. In the absence of the chairperson and vice-chairperson, the secretary-treasurer shall assume the responsibilities and duties of the chairperson. The secretary-treasurer shall be responsible for



reviewing YCIPTA's finances and maintaining YCIPTA's minutes and records, as is required by A.R.S. § 38-431, et. seq., and may delegate the day to day provision of these functions to the YCIPTA Transit Director.

4.6 The Board shall have all of the powers set forth in A.R.S. § 28-9122 (the “Statutory Powers”), and those powers necessary to implement the Statutory Powers.

4.7 Voting rights. Each member of the Board will have one equally weighted vote on any decision that is not concerned with program funding. For votes on funding matters, each member of YCIPTA will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted only to those member entities making financial contributions to the particular program being voted upon. In those instances, any entity contributing no less than 35% of funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

4.8 The Board shall adopt rules (the “Rules and Regulations”) that are proper and necessary to the use, operation and maintenance of its Regional Transportation System, property, facilities and service. The Board shall hold one public hearing within the boundaries of YCIPTA prior to adopting Rules and Regulations and any amendments or additions to such Rules and Regulations.

4.9 The Board will conduct a periodic survey of public transportation needs in YCIPTA’s jurisdiction, and may adopt, with such additions and updates as it deems appropriate, a survey which has been conducted within the last two (2) years for all or part of the area included in YCIPTA (the “Transit Study”).

4.10 Each year, on or before the 31<sup>st</sup> day of March, the Board will produce and adopt a five-year public transportation program (the “Transportation Program”) that is consistent with the regional transportation plan approved by the Yuma Metropolitan Planning Organization (“YMPO”).

4.11 Directors shall receive no compensation for services as directors but may be reimbursed for any reasonable expenses approved by the Board.

4.12 The powers of the Board shall include, but are not limited to, the following:

- a. Make decisions as to the selection of the transit service contractor, if any, and provide for the maintenance and operation of equipment, facilities and the cost thereof; set fees to be charged for transit services; adopt the annual budget; and determine the ultimate use and disposal of equipment and facilities.
- b. Make decisions on transit service issues which shall be binding on all members.
- c. Approve or deny projects recommended to the Board for appropriate action.
- d. Either directly or indirectly through the transit service contractor, contract for and acquire real or personal property, employ agents and employees; develop, maintain

- and operate site and facilities; and acquire, hold, or dispose of property and incur debts, liabilities or obligations.
- e. Appoint committees composed of public officials, employees and private citizens to proffer non-binding advice to the Board.

## **ARTICLE V MEETINGS**

5.1 All meetings of the Board and all committee meetings shall be open to the public and subject to the Arizona Open Meeting Law defined in A.R.S. § 38-431 et seq. Written notice and a complete meeting packet of each Board meeting shall be mailed or delivered electronically or in person to each director at least five (5) working days prior to the date fixed for such meeting, unless prevented by emergency circumstances.

5.2 Meetings of the Board shall be at least quarterly and held at any place and at such times as designated by the Board. In the absence of any such designation, meetings shall be held at YCIPTA's principal office.

5.3 Meetings shall, to the extent practicable, be governed by Robert's Rules of Order, and any other procedures and limitations as deemed necessary by the Chairperson of the Board.

5.4 A simple majority of the Board in office shall constitute a quorum for the transaction of business. A vote of a majority of the directors present at any meeting in which a quorum is present shall constitute action by the Board, unless a different vote is required by the these Bylaws or Arizona statute.

5.5 Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

## **ARTICLE VI DISSOLUTION AND RESIGNATION**

6.1 By an absolute majority vote of all of the directors, the Board may propose at any Public Board meeting that YCIPTA be dissolved, provided that all contractual obligations and debts of YCIPTA are satisfied or transferred to another governmental entity or entities, and provided further that such governmental entity or entities will accept dedication of all the YCIPTA property and assume all of YCIPTA's obligations. A public hearing on the proposed dissolution shall be held not less than fifteen (15) nor more than thirty (30) days after the proposal is made.

6.2 Following the public hearing held pursuant to Section 6.1, the Board shall adopt by resolution a plan of termination to be executed within a stated period of time after it is



adopted. The plan of termination shall include a schedule for transferring the assets and obligations of YCIPTA to a governmental entity or entities named in the Plan.

6.3 The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. § 28-9104(C).

6.4 A member may resign from YCIPTA upon consultation with the Board, in which case the boundaries shall be amended pursuant to section 3.3. Prior to the Resignation of a member pursuant to this Section, the Board must determine how the resignation will impact the Regional Transportation System or the services provided to the remaining Members.

6.5 Resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

6.6 No Member shall have any right to the return or withdrawal of such Member's capital contributions until termination of YCIPTA, unless such withdrawal is consented to by all other Members or otherwise provided for herein. No interest shall be paid on capital contributions made to YCIPTA or returned to its Members.

6.7 No Member shall be individually liable for the obligations of YCIPTA. Except as otherwise provided in these Bylaws, a Member's liability for the obligations of YCIPTA shall be limited to the aggregate amount of the Member's agreed upon contribution to YCIPTA.

## **ARTICLE VII INSURANCE AND INDEMNIFICATION**

7.1 Any member of the Board and any officer of YCIPTA, as a condition of accepting said office, shall be indemnified by YCIPTA against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit, or proceedings in which he or she is made a party by reason of having been or being a member of the Board or officer of YCIPTA, except for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, or for a transaction from which the person derives an improper personal benefit. Such right of indemnification is not to be deemed exclusive and shall not affect any right to which an officer or director may be entitled under the laws of the State of Arizona, these Bylaws, agreements, vote of Members, or otherwise.

7.2 To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, except for that caused by the intentional misconduct or sole negligence of a Member.

7.3 YCIPTA shall have the right to purchase and maintain insurance on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred

by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's, or agents status as such.

### **ARTICLE VIII AMENDMENT**

8.1 Amendments to these Bylaws may be adopted by the Board at any regular or special meeting by a majority vote of the Board, subject to the quorum requirement of section 5.4. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendment(s) is/are to be considered.

### **ARTICLE IX MISCELLANEOUS**

9.1 This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

9.2 All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be in accordance with guidelines established by Yuma County government.

9.3 The fiscal year shall commence on July 1 and end on June 30 and the Board shall adopt a budget prior to June 30.

9.4 The Board shall have the power to receive bequests, donations, grants, and gifts of all kinds of property, in fee simple, and to do all acts necessary to carry out the purposes of such in accordance with the terms of the bequests, donations, grants, or gifts.


9.5 By December 31, an annual report shall be prepared and presented to the Board, Members and interested parties.

9.6 The Transit Director, or his or her designee, shall assist the secretary-treasurer for YCIPTA, and shall cause notice of all meetings of the Board to be given as described in these Bylaws.

### **ARTICLE X ADOPTION AND CERTIFICATION**

10.1 These Bylaws were duly adopted by the Board of Directors of the Yuma County Intergovernmental Public Transportation Authority at a regular meeting originally held on August 22, 2011, amended on May 29, 2012, and the Second Amended and Restated Bylaws are hereby adopted this 23<sup>rd</sup> day of June, 2014.





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ROBERT L. PICKELS, JR., Chairman

ATTEST:



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JOHN ANDOH, Board Secretary



## Yuma County Intergovernmental Public Transportation Authority

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August 24, 2020

### Discussion and Action Item 2

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the FY2018 Single Audit and  
Certified Annual Financial Report (CAFR)

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the FY2018 Single Audit and Certified Annual Report (CAFR)

**Background and Summary:** As per A.R.S. §28-9122(A)(6). It is the requirement of the authority to issue an annual report on or before December 1, 2018 containing a full account of its transactions, activities and finances for the preceding fiscal year and other facts and recommendations. The board shall transmit copies of the report to each member municipality, university and county, to the secretary of state, to the Arizona state library, archives and public records and, on request, to any member of the public.

Due to unforeseen circumstances this report was not submitted on time and an audit finding was issued.

The draft Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2017-2018 has been prepared in accordance with generally accepted accounting principles to present the results of operations and the financial condition of the Authority as of June 30, 2018, and is hereby submitted for approval by the Board of Directors.

As part of the annual financial reporting process, YCIPTA utilizes the services of an independent public accounting firm, which performs an audit of YCIPTA's financial records. This audit is conducted to ensure that YCIPTA's financial records fairly present, in all material respects, the financial position of YCIPTA and the results of its operations for the fiscal year. Another important purpose of the

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Shelly Kreger, Transit Director



audit is to assess YCIPTA's accounting principles and internal control structure relative its financial statements.

Fiscal Impact: None

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the FY2018 Single Audit and Certified Annual Report (CAFR)

Fiscal Impact: None

Legal Counsel Review: Yes

Attachments: Will be sent under separate cover and posted as an additional item with the Packe. FY2018 Single Audit and Certified Annual Report (CAFR)

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.

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Shelly Kreger, Transit Director

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Shelly Kreger, Transit Director



## Yuma County Intergovernmental Public Transportation Authority

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August 24, 2020

### Discussion and Action Item 3

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

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

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

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

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

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Shelly Kreger, Transit Director

Fiscal Impact: None as this subsidy amount is budgeted in the current approve budget for FY20-21.

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

Fiscal Impact: None

Legal Counsel Review: Yes

Attachments: Contract between YCIPTA and Commute.

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

Approved for Submission



Shelly Kreger, Transit Director

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Shelly Kreger, Transit Director

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

This Independent Contractor Agreement (“Agreement”) entered into the 1<sup>st</sup> day of July, 2020 (“Effective Date”), by and between YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, a political subdivision of the State of Arizona (“YCIPTA”), and ENTERPRISE LEASING COMPANY OF PHOENIX, LLC d/b/a Commute with Enterprise (“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 commuter vanpool services YCIPTA’s operations in Yuma County, Arizona under its marketing and fixed route transit system name, Yuma County Area Transit (“YCAT”);

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

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

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

**SECTION ONE - DESCRIPTION OF WORK**

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

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

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

## **SECTION THREE – EXPENSES**

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

## **SECTION FOUR – INDEPENDENT CONTRACTOR RELATIONSHIP**

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

## **SECTION FIVE - TERM**

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

## **SECTION SIX - EMPLOYEES OF CONTRACTOR**

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

Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that YCIPTA, in its sole discretion, at any time during the Term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving written notice from YCIPTA of the desire of YCIPTA for the removal of such person or persons.

## **SECTION SEVEN - INSURANCE**

Contractor shall procure and furnish YCIPTA with current certificates of insurance coverage for general liability insurance, motor vehicle insurance, and such other insurance as YCIPTA may require from time-to-time as defined in **Schedule D, Insurance Requirements/Certification**, attached hereto and incorporated by reference as though fully set forth herein. Contractor shall maintain all such insurance coverage and shall furnish YCIPTA with certificates of renewal coverage 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, and its employees, officers, servants, subcontractors, and agents shall indemnify, defend (with legal counsel reasonably acceptable to YCIPTA), and hold harmless YCIPTA, and its officers, directors, officials, employees, consultants, agents and volunteers from any and all claims, demands, losses, liability, damages or expenses arising out of or resulting in any way from, in whole or in part, Contractor's, or its employees', officers', servants', subcontractors' or agents' negligence (act or omission), errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or willful misconduct in connection with its work under 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**

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

If this Agreement is terminated for convenience by Contractor, Contractor shall provide YCIPTA with a minimum of forty-five (45) days prior, written notice of the termination. If YCIPTA terminates this Agreement for convenience, the termination shall be effective

immediately, unless an alternative termination date is expressly stated in the notice of termination; however, 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.

If this Agreement is terminated for any reason, Contractor expressly agrees to provide all transitional support necessary to effectuate YCIPTA's transition to a new Vanpool Service provider as discussed in the "Service Continuity" Section of **Schedule A**.

### **SECTION ELEVEN – PROJECT MANAGER**

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

The Contractor shall assign a single Project Manager to exercise overall responsibility for progress and execution of this Agreement for Contractor. Contractor shall designate a Project Manager with suitable experience pursuant to and required by the Request for Proposals ("RFP") within seven (7) calendar days of the Effective Date of this Agreement, and shall so advise YCIPTA of that person's identity and contact information. Should circumstances or conditions subsequent to the appointment of the original Project Manager require a substitute Project Manager for any reason, Contractor shall obtain the prior written acceptance and approval of the YCIPTA Project Manager before appointing any interim Project Manager and/or a replacement 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 or may be financed in part with funding received under Sections 5307, 5311 and/or 5310 of the Federal Transit Act. All services performed by Contractor shall be performed in accordance and full compliance with all applicable federal laws and requirements as amended from time-to-time. Contractor shall also comply with requirements in the FTA Master Agreement, as amended, which is available at <http://www.fta.dot.gov/documents/19-Master.pdf>.

### **SECTION FIFTEEN - NOTICES**

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

For YCIPTA: Shelly Kreger, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, Arizona, 85365  
928.539.7076, ext 101 office  
928.783.0309 fax  
[skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov)

For Contractor: Attn: \_\_\_\_\_  
Enterprise Leasing Company of Phoenix, LLC  
4100 West Galveston Street  
Chandler, AZ 85226  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

### **SECTION SIXTEEN- ENTIRE AGREEMENT; AMENDMENT**

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



## **SECTION SEVENTEEN - SEVERABILITY**

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

## **SECTION EIGHTEEN - ARBITRATION**

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

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

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

## **SECTION TWENTY - COUNTERPARTS**

This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals. An electronic signed version of this Agreement shall have the same effect as the original.

## **SECTION TWENTY-ONE - GOVERNING LAW & VENUE**

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

## **SECTION TWENTY-TWO - INTERPRETATION**

This Agreement is the result of negotiations between the parties, and accordingly the terms and provisions hereof shall be interpreted and construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which

otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

**SECTION TWENTY-THREE– CAPTIONS**

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

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

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

**SECTION TWENTY-FIVE – REPRESENTATION**

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

**SECTION TWENTY-SIX – BINDING EFFECT**

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

**SECTION TWENTY-SEVEN – CERTIFICATIONS**

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

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

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

**ENTERPRISE LEASING COMPANY  
OF PHOENIX, LLC  
d/b/a Commute with Enterprise**

\_\_\_\_\_  
By: Shelly Kreger  
Its: Transit Director

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

**SCHEDULE A**  
**DESCRIPTION OF WORK**

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

Proposals should contain a work plan that describes how the Contractor intends to provide administrative services and assist in operations of the third-party Vanpool service as well provision of a Vanpool fleet. The work plan should be specific and detailed enough to demonstrate that the Contractor has a thorough knowledge of Vanpool operations in a Transportation Demand Management (TDM) environment and in organizing and managing fleet operations. In the case of joint proposals or subcontractors, the role of each firm should be clearly identified.

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

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

At the very least, the YCIPTA Vanpool Program requires diligence in fleet management such as might be found in a business/corporate fleet setting. The YCIPTA Vanpool Program is available to the general public and participants exhibit a wide range of education and professional levels. The successful Contractor shall be expected to understand the current program and services offered and continue to deliver exceptional and intense personal customer service that users of the program have come to expect from YCIPTA and its Contractor.

Project Goals

YCIPTA's primary goals for Vanpool are:

- Enhance the effectiveness of vanpool initiatives in reducing vehicle miles traveled, traffic congestion, and air pollution in Yuma County.
- Improve operating efficiencies of acquiring and retaining vanpool participants.

- Maximize marketplace awareness and potential for vanpooling initiatives present to area commuters, employers and sponsors.
- Increase the leverage of available federal and local funding to maximize long-term potential for vanpooling in Yuma County.

### Project Objectives

YCIPTA's primary objectives for its vanpool program are:

- Increase vanpool's net contribution to the reduction of vehicle miles traveled in Yuma County for each year of operation through growth in the numbers of routes, riders and trips taken. Contractor is asked to list a target growth rate for the program annually.
- Improve the efficiency of vanpool operations as determined by the total cost to YCIPTA for each vehicle mile travel reduced in Yuma County.
- Increase the levels of awareness and positive perception of vanpool services in Yuma County as measured by response of consumers, employers and stakeholder groups.
- Enhance capabilities for attracting new riders to vanpools to sustain vanpool routes that lose riders and to create growth in ridership. Contractor should include approaches for increasing the quantity of new riders attracted as well as for lowering investments of time and resources required for acquiring and retaining each new rider.
- Expand the availability of vanpool services within Yuma County, including for low-income riders and for commuters with few alternatives for commuting to and from work.

Vanpool Management Services - Contractor shall address each of the requirements identified for program administration, business development, services and support of YCIPTA. Contractor shall identify approaches intended to meet each specific requirement and may include alternative approaches where Contractor has proven successful in other projects. YCIPTA values both experience and creativity in Contractor support. Contractor shall describe its own experience in applying the approaches proposed for vanpooling and the results achieved, if any.

Program Administration - Contractor shall provide documentation of all proposed program administration efforts to be provided for the successful administration and operation of vanpools. The program administration proposal shall include all project management, supervision and administration roles necessary for Contractor to meet operating requirements of the program. Contractor shall fully describe the methodologies to be used in administering the vanpool program.

Identify the staff resources, contract resources and costs associated with each component. The program administration proposal shall include:

Management - Describe the management structure and approaches proposed for use in managing YCIPTA's contract requirements, program financial matters, project staffing, program processes,

program service requirements, sub-contracting needs, and other management functions. The management structure shall provide a single point of contact for all project management responsibilities. This structure shall provide appropriate management and supervision of functions proposed for meeting the individual requirements of this scope of services. The management discussion of the program administration proposal shall include the following additional considerations:

- Comprehensive program for administering vanpool programs;
- Leadership, oversight and supervision of all required functions and duties;
- Safeguards against errors and omissions;
- Backup and contingency performance plans; and
- Coordination of plans and activities with YCIPTA.

Administration - Describe the proposed arrangements for providing project offices, equipment, materials, supplies, and support services associated with vanpool program administration.

Other - Describe any other resources and efforts not included above which are proposed in conjunction with the program administration role for vanpool as alternatives or enhancements to the requirements described.

Experience - Describe Contractor's experience and results or evaluation of new creativity with identified approaches in the program administration proposal.

Business Development - Contractor shall provide documentation of all proposed business development efforts to be provided for the successful maintenance and expansion of participation levels for vanpools. The business development proposal shall include all sales, marketing, public relations and customer service roles necessary for Contractor to meet growth objectives of vanpools. Contractor shall fully describe the proposed methodologies to be used in developing business.

Identify the staff resources, contract resources and costs associated with each component. The business development proposal shall include:

- New Business Development - Describe the business development resources and approaches proposed for conducting new business development at all levels in Yuma County, including geographic coverage, strategic objectives and strategies for sales and marketing. The business development structure shall provide for attracting and retaining riders, adding routes, employer accounts and stakeholder support. Management and supervision of this function shall be provided in the program administration proposal. YCIPTA will furnish vanpool program brochures, website and other printed materials required for marketing the service. Contractor shall distribute YCIPTA vanpool participant notices, cooperate and participate in marketing, promotion, advertising, public

relations, and public education programs, fleet inventories (if fleet is provided by YCIPTA) and projects undertaken by the YCIPTA from time to time. YCIPTA shall be the exclusive public media spokesman in connection with the YCIPTA Vanpool Program service. Under no circumstances shall Contractor or its employees or subcontractors be permitted to distribute any unauthorized printed or written materials pertaining to YCIPTA, without permission from YCIPTA.

- Account Management - Describe the account management resources and approaches proposed for providing account management to current and future relationships with employers, other groups and partners.
- Marketing & Public Relations - Describe the marketing and public relations resources and approaches proposed for providing marketing and public relations support for vanpool, including anticipated sources, costs, service types and other considerations. Include discussion of approaches for coordinating these activities with similar activities of YCIPTA for other public transportation services. YCIPTA maintains internal marketing and communications capabilities, including printing, which may be utilized to support vanpool. YCIPTA's project manager shall coordinate the internal marketing and public relations support with Contractor.
- Promotion and Publicity – Any promotion and publicity that YCIPTA desires concerning the program will be provided by YCIPTA with the Contractor being under no obligation to expend funds for such promotion or publicity. Any promotion or publicity which the Contractor desires concerning the service shall be provided by the Contractor at the Contractor's expense upon written approval from YCIPTA.
- Customer Service - Describe the customer service resources and efforts proposed for providing customer communications, ride matching, and vanpool administration components of the program, including driver and rider registration, routes, changes, incentive processing, reporting and other customer services. The customer service proposal shall also provide for the assistance of interested commuters in accessing vanpool services.
- Vanpool Group Formation - Describe the vanpool formation resources and efforts proposed for initiating new vanpool groups, including communications and new vanpool support.
- Vanpool Maintenance - Describe the vanpool maintenance resources and efforts proposed for maintaining existing vanpools, including new rider solicitation and support options. Once annually, within 15 days of the expiration of the Agreement each year, Contractor shall reconcile maintenance fees collected from vanpool groups vs. maintenance fees expended.
- Other - Describe any other resources and efforts not included above which are proposed in conjunction with the business development role for vanpool as alternatives or enhancements to the requirements described.



- Experience - Describe Contractor's experience and results or evaluation of new creativity with identified approaches in the business development proposal.

Services - Contractor shall provide documentation of all other proposed services to be provided for the successful administration and operation of vanpools. Contractor shall fully describe the methodologies to be used in supporting the vanpool program.

Identify the staff resources, contract resources and costs associated with each component. The other services proposal shall include:

- Equipment - Describe the equipment resources and approaches proposed by Contractor for equipment to be utilized in operation of vanpool, including sources, costs, equipment types, and other considerations. **Contractor is responsible for vehicle provision. The vehicles should have markings of YCAT Vanpool with phone number and website on the three sides of the vehicle.**
- Subcontracted Services and Repairs – All vehicles in need of mechanical maintenance, overhaul, repair, or component replacement shall be the full responsibility of Contractor. Should specialized services not be performed by Contractor's maintenance staff, Contractor shall ensure that responsible repairs are made, and that components are replaced in accordance with Contractor responsibilities and are rebuilt to comply with U.S. DOT and U.S. EPA standards and to meet O.E.M. specifications.
- Contractor shall track its commercial repairs by opening internal repair orders for each vended repair; commercial parts and labor shall be reflected on the repair order. Appropriate documentation of sub-contracted repairs shall be kept in the vehicles' maintenance files. Any outsource services shall be completed within seven days of diagnosis.
- Tire Purchasing and Maintenance - Contractor shall be responsible for tires and all tire maintenance. Contractor shall ensure that all vehicles are equipped with tires that meet both OEM and DOT specifications necessary to ensure the safe and reliable operation of YCIPTA-provided vehicles. If YCIPTA provides vehicles, they shall be transitioned to the successor Contractor with tires that meet minimum DOT safety standards.
- Road Calls - Contractor shall provide emergency road service calls including towing service for all vehicles providing service. Contractor shall be responsible for and tow any vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident. Any towing service required shall be provided in a timely manner.
  - A road call/towing log shall be accurately maintained. This log shall show all road calls and towing performed by Contractor or commercial personnel. This log shall be used as a guide to assist with fleet defects and other related maintenance issues.

- Systems - Describe the system resources and approaches proposed by Contractor for systems, applications and software licenses to support program administration, business development and services required for the vanpool program. Describe provisions for YCIPTA's continued use of systems beyond the term of the proposed performance period, access to systems by YCIPTA, ownership by YCIPTA, required support and maintenance arrangements, and technology life cycle expectations where appropriate. Contractor shall describe capabilities for managing and utilizing its accounting system or implementing a replacement fare collection system in operating Vanpools. If Contractor recommends implementing a fare collection system, the proposal shall describe Contractor's capability for deploying the system within a maximum of 60 days and fully describe all staff time and other costs to YCIPTA for said implementation.
- Other Services - Describe any other resources and efforts not included above which are proposed in conjunction with the services role for Vanpool as alternatives or enhancements to the requirements described.
- Experience - Describe Contractor's experience and results or evaluation of new creativity with identified approaches in the services proposal.

#### OPERATING REQUIREMENTS

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

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

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

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

- Overall provision and management of a vanpool fleet consisting of Contractor owned vanpool vehicles. Fleet management responsibilities of the Contractor include, but are not limited to:
  - Conducting driving record checks through Arizona MVD for all drivers.
  - Orientation and driver education and training for vanpool starts.
  - Delivery of vans to new groups, retrieval of vans from vanpool terminations.
  - Provision of vehicle maintenance, both scheduled and unscheduled, pursuant to the Manufacturers' suggested minimum recommendations. If Contractor intends to provide maintenance according to a schedule other than the Manufacturer's, please provide a copy of such a maintenance plan.
  - Provision of insurance for all vanpool vehicles according to the requirements specified herein.
  - Invoicing of monthly costs to individual vanpools and/or employers; and invoicing to YCIPTA for approved subsidy costs.
  - Monthly remittance to YCIPTA of all vanpool fares received by Contractor in excess of agreed-upon deductions/expenses of Contractor.
  - Record keeping of all maintenance, vehicle-related equipment and vehicle repairs.
  - Web-based maintenance using a ridematching online system – adding new vehicles by van number, geo-coding addresses for origin and destination of routes and insuring that all equipment information regarding the van is accurate.
  - National Transit Database (NTD) reporting to the Federal Transit Administration reviewed and approved by YCIPTA.
  - Ensure the YCIPTA branding by way of related paperwork and other administrative functions from a local (Phoenix, Tucson or San Diego) location for the Agreement period.
  - Provision of a driver and back-up driver agreement (a.k.a. lease agreement with a 30 day termination provision). Please provide copy of these agreements with your proposal submittal.
  - Provision of a project manager, representative or coordinator to oversee and implement the YCAT Vanpool program.

- Provision of office space, computer equipment, internet connection, and supplies. Office space is required to be supplied within a 250 mile radius of the YCIPTA offices.

Monthly Reporting - Contractor shall provide monthly reports within 15 days from the end of the previous month to include but not limited to: active vehicles, out of service vehicles, vanpool primary contacts, (employer of primary contact), vehicle numbers, license plate numbers, origin and destinations of routes, billing information by vanpool, individual cost breakout for administration, insurance, maintenance, profit, taxes paid and a summary of month's marketing and contact activity. Additional details should include:

- Periodic delivery of vans to groups with major maintenance needs.
- Managing all approved van equipment and accessories such as safety devices, ADA equipment, bike racks, etc.

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

Passenger Fares and Fare Collection - Vanpool Fares are set by Contractor and are calculated separately for each type van based on the monthly commute mileage. Proposals should include a spreadsheet detailing the cost for: insurance, maintenance, and any other associated cost for each type of van at established monthly mileages. YCIPTA may require that fares be the same between multiple contractors to provide a balanced level of costs to the vanpool group.

Contractor is to be entirely responsible for collecting fares from passengers, security of these funds, and reimbursement of expenses to drivers, and disbursements of funds under this Agreement. The Contractor shall be required to establish records and books of account in accordance with generally accepted accounting principles, and make all financial records available for review and audit.

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

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

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

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

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

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

The Contractor must submit a plan for organizing and managing the third-party vanpool service including the names and resumes of key staff who would be assigned to this program including the designated project staff for this area if awarded the Agreement. The project manager should have demonstrated experience and competence in fleet management, and marketing of rideshare/vanpool related products and services.

Contractor must demonstrate the management capability, experience, financial and other resources to implement this program within the time period that has been outlined. The Contractor may also include any other information thought to be pertinent to the project. Exceptions to the RFP should be set forth in the Contractor's letter of transmittal.

Human Resources - **Organization Disclaimer** - *Any resulting Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no persons supplied by Contractor in the performance of Contractor's obligations under the Agreement are considered to be YCIPTA employees. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold YCIPTA harmless with respect thereto.*

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

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

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

Contractor should, upon YCIPTA's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this Agreement expires; and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a transition program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to YCIPTA's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

Contractor should allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

Warranty - Contractor shall be responsible for managing all warranties. Contractor shall work in partnership with YCIPTA to develop a warranty recovery process that documents all warranties applied for and awarded. All warranty money will serve as an off-set to Contractor maintenance expenses.

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

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

Contractor must specifically address and establish audit and reporting mechanisms for the following areas:

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

Contractor shall inform YCIPTA immediately of all major incidents and provide a full written preliminary report of each major incident to YCIPTA within 24 hours. Contractor shall provide an interim incident report within 15 days of the incident. A final report shall be submitted at the conclusion of the investigation. Contractor shall provide the monthly report of safety incidents required by NTD no later than the 10th day of the month following the reporting period.

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

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

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

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

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



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

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

Fleet Vehicles (Contractor Owned) - All vehicles will meet or exceed any and all specifications, and configurations as specified in any other YCIPTA document circulated for competitive bids. Contractor shall be required to keep vans in operational service beyond these minimum requirements at the sole discretion of YCIPTA. Contractor will be responsible for pre-disposal records filing, and removal from service.

Fleet vehicles provided by Contractor shall have an option for ADA accessibility, if requested by the vanpool group.

Maintenance and Operating Costs - The Contractor shall provide information in the work plan on maintenance policies including preventive maintenance, scheduled and unscheduled maintenance as well as the method that maintenance will be provided (i.e., mobile and/or through specified dealers/agents, billing arrangements for maintenance, etc.) List any and all National Service Accounts authorized to perform maintenance service for vanpool vehicles. Outline procedure for vanpool vehicles to obtain service at authorized National Account service facilities. Contractor would need to license its own vehicles.

Both preventive maintenance (PM) and corrective maintenance (CM) programs are required. PM programs shall be designed in accordance with terms and conditions necessary to comply with the original equipment manufacturers' (OEM) specifications, warranties, and recommendations. YCIPTA must review and approve the proposed maintenance program on an annual basis. The Contractor shall provide its detailed maintenance program document as a component of its proposal.

The fleet maintenance must be appropriate for the type of vehicle, age of vehicle, miles on the vehicle, recommendations by the manufacturer, desert climate and the type of fuel used in operating the vehicle.

The Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles and associated equipment.

Heating and air-conditioning (A/C) systems shall be maintained to ensure that the passenger compartment is comfortably maintained under all climatic conditions at all times. The Contractor shall maintain the A/C systems in a state of operating condition at all times.

Road Calls - The Contractor shall provide emergency road service calls 24 hour/ 7 days a week including towing service for all vehicles providing YCAT Vanpool service. The Contractor shall tow any vehicle requiring this service, regardless of the incident. Any towing service required shall be provided in a timely manner.

A road call/towing log shall be accurately maintained. This log shall show all road calls and towing performed by Contractor or commercial personnel. This log shall be used as a guide to assist with fleet defects and other related maintenance issues.

Warranty: The Contractor shall administer all warranties, both vehicular and for parts, associated with management of vehicles assigned to YCAT Vanpool.

Vehicle Maintenance Software - A Fleet Maintenance Information System (FMIS) is essential for scheduling of maintenance activities, and for controlling labor and material costs. The System needs to be a state of art Fleet Maintenance software.

The FMIS needs to have the ability to evaluate the effects of changes in maintenance procedures and policies, Identify labor and material costs to specific job procedures and maintenance functions. Some of the levels of identification need to be tracked, but not limited are Oil changes, tune-up, tire maintenance, collision, damage inspection program, vehicle history reports, Re-order reports and warranty tracking.

Using the FMIS, Contractor is required to document all maintenance activities not limited to Work Orders, Inventory, vehicle mileages, road calls, vehicle work history or activity pertaining to Contractor assets, labor hours, and preventable maintenance inspections by time, hours or miles, and any other type of inspections required by state or federal regulations.

Preventive/Predictive Maintenance Program - A quality preventative maintenance plan as well as a safe working environment is essential to providing safe, first-class transportation services and reducing the rate of in-service breakdowns. Contractor shall comply with the original equipment manufacturers (OEM) specifications, warranties, and recommendations if different from the outlined procedures. All revenue, non-revenue, and support vehicle maintenance shall be tracked by miles.

Contractor, at its sole cost and expense, shall provide all lubricants, parts, supplies, labor, and major and minor components for repairs, cleaning, maintenance, component rebuilding, road service, and towing.

Subcontracted Services and Repairs - All vehicles in need of mechanical maintenance, overhaul, repair, or component replacement shall be the full responsibility of Contractor. Should specialized services not be performed by Contractor's maintenance staff, Contractor shall ensure that responsible repairs are made, and that components are replaced in accordance with Contractor responsibilities and are rebuilt to comply with U.S. DOT and U.S. EPA standards and to meet O.E.M. specifications.

Contractor shall track their commercial repairs by opening internal repair orders for each vended repair; commercial parts and labor shall be reflected on the repair order. Appropriate documentation of sub-contracted repairs shall be kept in the vehicles' maintenance files. Any outsource services shall be completed within seven days of diagnosis.

Tire Purchasing and Maintenance – Contractor shall be responsible for tires and all tire maintenance. Contractor shall ensure that all vehicles are equipped with tires that meet both OEM and DOT specifications necessary to ensure the safe and reliable operation of the Contractor provided vehicles.

Maintenance Fees/Costs - Contractor shall provide YCIPTA a monthly maintenance log for each vehicle being maintained during that period. The maintenance log shall detail: vanpool number and type; date of service; description of service performed; labor, parts and total costs. Contractor shall sum all maintenance costs incurred on a monthly basis.

Driver Selection and Group Formation - The work plan must describe how vanpool drivers and back-up drivers will be selected, the selection criteria, training procedures, and proposed driver and passenger agreements. The selection requirements should also include verification that all drivers have acceptable driving records, showing no more than three moving violations or one at fault accident in the past three year period, a valid Arizona or California driver's license and state any minimum age requirements for primary and alternate drivers. (Arizona law does not require a chauffeur or commercial driver's license to operate a 15- passenger (or smaller) vanpool.)

Please explain any requirements, stipulations, or challenges with providing vanpools for use by students (elementary or college), job training groups, social service agencies, day care centers, temporary staffing agencies, churches, charter schools, and persons with disabilities.

A manual must also be prepared which describes the driver's responsibilities, operational instructions on vanpooling, maintenance requirements, fuel arrangements, safety training and other useful and necessary information to ensure successful vanpooling. This driver manual must be available to all drivers within thirty (30) days of Agreement execution.

Please provide any other training programs that may be available (video, classroom, on the road) for the vanpool representative, drivers, back-up drivers and passengers.

a) Driver benefits: The Primary Driver will be allowed free personal use of the van calculated by the difference between the monthly commute miles and the contract mileage - up to 300 miles per month. The driver will be expected to pay for gasoline used during personal use. Any unused personal miles in a monthly billing cycle will carry over to the next month, therefore personal miles accumulate. It is suggested that the Primary Driver gets to ride for free.

(b) Termination by participants: All vanpools shall be required to provide a 30 day written notice of their intent to terminate their agreement to the Contractor and YCIPTA. Under no circumstances shall the Contractor require more than a thirty-day notice to terminate the vanpool agreement.

(c) A twenty-five cent per mile charge is levied monthly for mileage in excess of billed contracted mileage. Operating vanpools will be notified within 10 days for excess mileage charges. Any mileage fees levied by Contractor for mileage in excess of billed contracted mileage shall be summed and included in vehicle maintenance revenue and subject to the Maintenance Fees/Costs paragraph above.

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

- Preliminary Contact - Within one (1) business day of receiving the complaint from YCIPTA, Contractor may be required to contact the individual(s) and let him/her know that the Contractor has received and is investigating the complaint and will be working to resolve the specific and fundamental issues involved.
- Final Contact - Communication to the passenger of formal responses, results of investigations, or action taken will be made to complainants in no more than seven (7) business days. YCIPTA will be kept aware of the status of all complaints received through the regular updating of a complaints resolution report.

Contractor shall also conform to the following requirements:

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

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

Accounting and Auditing - The Contractor will be responsible for establishing and maintaining appropriate accounting and auditing records and controls in accordance with

generally accepted accounting principles. Such records shall be available to YCIPTA for inspection and audit for up to three (3) years.

Also, include an audited copy of both your company's Balance Sheet and Statement of Earnings for its last completed Fiscal Year in the proposal.

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

The Contractor shall be required to cooperate with YCIPTA's project management and coordination of YCAT Vanpool as a complementary service in YCIPTA's offering to the public. YCIPTA intends for the public to see vanpool representatives as YCIPTA representatives rather than as representatives of a separate, affiliated program.

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

Coordination - YCIPTA shall coordinate vanpool activities conducted by Contractor including program administration, business development, marketing, and services through written work plan and task authorizations, as noted above, and through consistent communications and schedule coordination between YCIPTA's project manager and Contractor's project manager. The frequency of project management meetings and reports shall be set by YCIPTA's project manager as necessary to accomplish the expected levels of accomplishment and coordination.

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

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

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

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

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

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

Annual NTD Report Data (July 1 – June 30) must be reported to the YCIPTA no later than August 15. CONTRACTOR is responsible for remaining up to date on the FTA's NTD reporting requirements. For example, FTA grantees have three options for reporting passenger mile data, two of which involve sampling and one a 100% count. The current version of FTA Circular 2710.1A describes both the sampling procedures and the 100% count, and a process for ensuring that any samples are randomly selected and meet sample size requirements.

The data required includes but is not limited to:

- 1) Maximum number of vehicles in service
- 2) Maximum number of vehicles available for service
- 3) Revenue Miles

- 4) Revenue Hours
- 5) Total Miles
- 6) Fuel Consumption by Type
- 7) Major Mechanical Systems Failures
- 8) Minor Mechanical Systems Failures

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

Vehicle Data and Reports - YCIPTA shall require Contractor to provide documentation of Vanpool vehicle and fleet administration activities, including, but not limited to distribution of business, vehicle inventory changes, financial matters, vendor payments and vendor performance. Management and supervision of this function shall be provided in the program administration proposal.

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

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

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

- Contractor shall provide all information and reports as required by YCIPTA or the Federal Transit Administration (FTA) and shall permit access to books, records, accounts, other sources of information, and facilities as may be requested by YCIPTA. Where any information is required, or is in exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to YCIPTA or FTA, as



appropriate, and shall set forth what efforts it has made to obtain the information. All data gatherings and reporting shall conform to YCIPTA and FTA requirements.

<b>Driver name</b>	<b>Employer</b>	<b>Employer phone number</b>
Home address	Email for primary driver	Van number
In-service date of Van	License plate number	Van type
Model year	Daily round trip mileage	Number of riders
Odometer reading	Total van cost	Subsidy amounts
Itemized van costs	Driver switches	Equipped with bike rack Y/N
New van starts	Van terminations	Current inventory
Total fleet status	Fleet size (in & out of service)	Numbers of riders
Fleet rider capacities	Commute mileage	Personal mileage/Excess Mileage Fee
Fuel consumption	Fuel costs	Fare costs
Average fare costs	Vehicle miles reduced	Pollution saved
Fuel savings	Total fleet cost	Vehicle miles traveled

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

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

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

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

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

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

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

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

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

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

Miscellaneous Project Requirements - YCIPTA requires Contractor to include driver safety instruction and training designed to sustain the vanpool safety record and insurability.

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

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

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

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

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

YCIPTA requires Contractor to provide audited annual financial statements, including computations of Contractor's burden, fringe and both field and home office overhead rates for establishing the billing rates of Contractor labor resources.

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

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

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

### Definitions

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

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

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

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

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

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

BUSINESS DAYS – Monday through Friday, excluding YCIPTA holidays.

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

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

NTD – National Transit Database

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

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

PROCURING AGENCY - The procuring agency for this RFP is YCIPTA. Further, YCIPTA shall also be defined as the Procuring Agency if a unified award is made.

PROPOSAL - A written document submitted by a proposer in response to this RFP.

PROPOSER - Any organization or agency responding to this RFP.

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

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

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

- Directly pay fares
- Are subsidized by public policy, or
- Provide payment through some contractual arrangement.

Revenue service excludes:

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

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

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

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

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

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

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

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

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

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

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

But excludes:

- Vehicles awaiting sale or disposal

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

**SCHEDULE B  
PRICE AND PAYMENT**

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

Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
7 Passenger Rate	\$1,023.94	\$1,134.75	\$1,214.54	\$1,223.40	\$1,312.06	\$1,640.07	\$1,640.07

Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
9/10 Passenger Transit Rate	\$1,108.16	\$1,183.51	\$1,231.38	\$1,263.30	\$1,329.79	\$1,462.77	\$1,569.15

Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
12 Passenger OEM Rate	\$1,130.32	\$1,196.81	\$1,254.43	\$1,307.62	\$1,391.84	\$1,524.82	\$1,675.53

Mileage Allowance	up to 2000	2001-3000	3001-3750	3751-4000	4001-5000	5001-6000	6001-6250
15 Passenger OEM Rate	\$1,196.81	\$1,258.87	\$1,329.79	\$1,462.77	\$1,617.91	\$1,750.89	\$1,906.03

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

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

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



**SCHEDULE C**  
**REQUIRED FTA THIRD PARTY CONTRACT CLAUSES**

Contractor certifies that it shall operate the system in compliance with local, state, and Federal ordinances, laws and regulations 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. Fly America.** (Transportation of persons or property by air)

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

**B. Charter Bus Requirements.** The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**C. School Bus Requirements.** Pursuant to 69 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**D. Cargo Preference (use of U. S. flag vessel).**The CONTRACTOR agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the

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

- E. Energy Conservation.** The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. Clean Water.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.  
(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- G. Clean Air.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.  
(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- H. Recycled Products.** The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- I. Lobbying.** (1) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from

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

- J. Access to Records and Reports.** (1) Where YCIPTA is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to YCIPTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until YCIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11). (4) FTA does not require the inclusion of these requirements in subcontracts
- K. Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between YCIPTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.
- L. No Obligation by the Federal Government.** (1) YCIPTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to YCIPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- M. Program Fraud and False or Fraudulent Statements or Related.** (1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be

applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate. (2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate. (3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**N. Government-Wide Debarment and Suspension.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by YCIPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to YCIPTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

**P. Civil Rights.** The following requirements apply to the underlying Agreement:

(1) **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract. (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue. (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

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

(a) General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to YCIPTA's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 USC § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

(c) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto. (2) The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**R. Disadvantaged Business Enterprise (DBE)**

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

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

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

- S. State and Local Law Disclaimer.** CONTRACTOR shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier to observe and comply with all applicable State and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U. S. Department of Transportation (DOT) and the Federal Transit Administration (FTA). It is the Contractor's responsibility to know and to comply with all state laws and regulations and local ordinances relating to public works projects which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. If Contractor discovers any discrepancy or inconsistency between the plans, drawings, specifications, or contract for the work and any law, ordinance, regulation, order or decree; the CONTRACTOR shall immediately provide written notice to YCIPTA.
- T. Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA requests, which would cause YCIPTA to be in violation of the FTA terms and conditions.
- U. Drug and Alcohol Testing.** The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or YCIPTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before February 15<sup>th</sup> of each year and to submit the Management Information System (MIS) reports before February 15<sup>th</sup> to YCIPTA's Transit Director. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**V. Equal Employment Opportunity/Basic Requirements.** In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**W. Labor Provisions.** (1) Overtime Requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

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

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



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

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

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

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

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

**Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

**SCHEDULE D**  
**INSURANCE REQUIREMENTS/CERTIFICATION**

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

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG0001) with minimum limits of \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 0001) to include owned, leased, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident and a total of \$5,000,000 to YCIPTA.

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

2) INSURANCE PROVISIONS

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

i) The YCIPTA and the County of Yuma, and their officers, officials, employees and volunteers are to be covered as additional insureds as it respects: liability arising out of work or operations performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the YCIPTA, its officers, officials, employees or volunteers.

ii) For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the YCIPTA, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the YCIPTA, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice has been given to YCIPTA.

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

c) VERIFICATION OF COVERAGE. Contractor shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA 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.

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



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)

August 24, 2020

### Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the YCIPTA Strategic Planning  
Services RFP 2021-001.

**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve YCIPTA Strategic Planning Services RFP 2021-001

**Background and Summary:** YCIPTA has been overdue for updating the Strategic Plan and has decided it would be beneficial to have this process completed by a third party qualified in providing these services.

Attached is the proposed Request for Proposals for this service. Please see proposed schedule below.

### **ESTIMATED TIME FRAME (Subject to change without notice)**

Event:	Date
Request for Proposals issued by	August 25, 2020
Deadline for receipt of written questions and requests for	September 22, 2020
Proposals due – 5:00 p.m. Arizona	October 2, 2020
YCIPTA holds interviews, if needed	October 12-16, 2020
Approval of contract by	October 26, 2020
PROPOSER Begins Service	November 2020

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

Shelly Kreger, Transit Director

Fiscal Impact: TBD.

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve YCIPTA Strategic Planning Services RFP #2021-001

Fiscal Impact: None

Legal Counsel Review: Yes

Attachments: YCIPTA Strategic Planning Services RFP #2021-001

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

Approved for Submission



Shelly Kreger, Transit Director

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

Shelly Kreger, Transit Director

**Yuma County Intergovernmental  
Public Transportation Authority (YCIPTA)**

**NOTICE OF REQUEST FOR PROPOSALS (RFP)  
RFP Number: 2021-001  
Name of Project: STRATEGIC PLANNING SERVICES**

**1. Introduction**

Yuma County Intergovernmental Public Transportation Authority (hereafter known as YCIPTA) is seeking sealed bids, proposals or statements of qualifications (hereinafter collectively referred to as “proposals”) in the manner specified herein from qualified proposers to provide facilitator services to complete the YCIPTA strategic planning process. The outcome of the process will be a written strategic plan document that presents the planning process, the research, the analysis, opportunities and strategies along with an implementation plan, that will guide YCIPTA for the next three to five years. Please note that this RFP requests the services of a consultant to facilitate the strategic planning process. The YCIPTA is aware that there are a variety of perspectives, models, and approaches available to develop a strategic planning document; therefore, the successful firm should be able to discern which model or model(s) will best enable the YCIPTA to complete its organizational and programmatic goals. The successful firm will be required to demonstrate its ability to meet these requirements and/or scope of work sought through this proposal by email to the Transit Director, Shelly Kreger, [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov). All inquiries will receive a response.

A consultant/firm will be selected for this project based on the criteria stated in “Evaluation of Proposals”. All proposals received by 5:00 p.m. MST on Friday October 2, 2020 will receive full consideration.

**2. YCIPTA Contact Persons**

All questions related to this **RFP and the bid process** must be sent via email and should be directed to:

**Shelly Kreger**

**Email: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov)**

Interested proposers must submit substantive questions, comments, and concerns **in writing** by email to the contact persons identified above if they desire additional information on the project. YCIPTA will not answer questions via telephone in order to ensure fairness in the provision of project information among all prospective proposers. Written questions must be received no later than the deadlines specified in the Schedule of Events. Questions will be answered in writing and when necessary, a frequently asked questions document will be released to registered proposers.

### **3. Nature of the Purchase**

The specifications and descriptions of the work and materials required are described in the attached “Specifications, Scope of Work or Requirements” that accompanies this Notice.

### **4. Preparation of Proposal**

4.1 It is the responsibility of the proposer to examine the entire solicitation and to seek clarification of any requirement that may not be clear. This solicitation includes the YCIPTA’s “Standard Terms and Conditions” and any “Special Terms and Conditions” for this project, both of which will be incorporated into any contract between YCIPTA and the Contractor.

4.2 YCIPTA will not reimburse any costs incurred in developing, presenting or providing this proposal. All materials and documents submitted in response become the property of YCIPTA and will not be returned.

4.3 A proposal that is submitted to YCIPTA becomes a public record. If the proposer believes that any information included in a proposal should remain confidential, the proposer must specifically identify that information and its reasons. In the event of any public request for this information, YCIPTA will provide the proposer with notice of this request and a reasonable opportunity to obtain a court order, at the proposer’s sole expense, protecting this information from release prior to making it available.

4.4 The specifications stated in this solicitation are the minimum level required. All proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.

4.5 If brand names or specific products are identified in the specifications, the proposer may propose substantially equivalent alternatives. For any such proposal, the proposer must submit technical literature or detailed production information sufficient to allow YCIPTA to evaluate the nature of the proposed product.

4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should not include applicable state and local taxes. YCIPTA will reimburse the Contractor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Contractor will be responsible for the payment of all applicable taxes.

4.7 Any exceptions that are included with the proposal shall be submitted in a clearly identified separate statement by which the proposer specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the proposer’s standard terms will not be considered to be a specific statement of exception.



## **5. Submission of the Proposal**

- 5.1 Proposals must be in the actual possession of YCIPTA on or prior to the exact time and date indicated in the Schedule of Events. Late proposals will not be considered.
- 5.2 Proposals must be submitted via email with the following information in the title or body of the email:
  - a. Name of the Solicitation, as indicated by YCIPTA; and
  - b. Name and address of the proposer.
- 5.3 A proposal may be withdrawn upon the submission of a written, signed request submitted by the proposer prior to the due date and time. A proposal may not be amended or withdrawn after the due date and time.

## **6. Award of the Contract**

- 6.1 YCIPTA reserves the right to waive any immaterial defect or informality in a proposal; to reject any or all submittals or portions thereof; to reissue this Notice; and to award this contract on a partial basis, if in the best interests of YCIPTA.
- 6.2 Unless otherwise stated, this contract will be awarded to the best value responsive, responsible bidder who has demonstrated the ability to perform as required. Factors that will be considered in making this award include technical capability of the proposer, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

## **7. Certification**

- 7.1 By signing and submitting this proposal, the proposer certifies that this submission did not involve any collusion or other anti-competitive practice; that the Contractor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the proposer has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any YCIPTA employee or official in connection with this proposal.
- 7.2 The proposer further certifies that the individual signing this proposal has the authority to make a binding legal commitment on behalf of the proposer to perform and deliver everything that is required in connection with this proposal. Unless otherwise stated in the contract documents, the proposal shall be effective for a period of thirty (30) days.

# **SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS**

## **INTRODUCTION**

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

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

YCAT operates eleven fixed routes and a demand responsive service throughout the southwestern quadrant of Yuma County and portions of eastern Imperial County with limited services to El Centro, California. YCAT generally operates Monday-Friday from 5:50 am to approximately 7:30 pm with headways every 45 to 60 minutes and on Saturday from 9:15 am to 6:30 pm with headways every 60 to 120 minutes. There is no service on Sundays or major holidays at this time. These services are provided under a contractual arrangement with RATP Dev Yuma, LLC.

YCAT is currently operating 28 buses. 21 buses are powered by diesel and used on YCAT fixed routes. 7 small buses powered by gasoline and used on YCAT OnCall and neighborhood YCAT routes. All buses are owned by YCIPTA and were purchased with FTA and ADOT funding.

For more information about YCIPTA, please go to <https://www.ycipta.org/about-ycipta.html>.

## STATEMENT OF WORK

The successful firm shall accomplish the following:

1. Project Coordination - including regular meetings and status reports to keep the project on schedule and keep identified stakeholders apprised of the process;
2. Orientation/Training of Participants to the process and components of strategic planning;
3. External stakeholder/Employee Input - gathering of stakeholder information and input; using appropriate methods of communication and engagement;
4. Needs Assessment/Environmental Scan – reviewing existing plans and documents pertinent to the comprehensive strategic plan, identifying trends and patterns that are applicable, analyzing strengths, weaknesses, opportunities and threats;
5. Establish a framework and process for the organization’s leadership to effectively implement the strategic plan and monitor progress toward achievement of goals and objectives.
6. Develop a timetable of implementation with specific measurable benchmarks, objective and tasks to be accomplished to achieve goals. Identify clear, measurable outcomes for how to measure organizational and strategic effectiveness, impact and success.
7. Process and Meeting Facilitation – assisting discussion and decision-making; ensuring that conversations are forward-looking; action oriented and move the participants towards creating a shared future.
8. Plan Documentation – including creation of a final plan document (and executive summary) for public review and presentation. Deliverable should be clear, easily consumed, strategic planning roadmap, accompanied by a strategic planning timeline, implementation and evaluation methodology.

During this challenging time, YCIPTA’s focus is on supporting our customers, employees and the collocal communities in which we operate. We are working to avoid disruptions caused by COVID-19, while at the same time acting responsibly to do what we can to prevent further spread of the virus. As such, it is expected that some of the activities for this planning process will be completed virtually.

**SPECIAL INSTRUCTIONS REGARDING THE PROPOSAL AND THE EVALUATION**

**Proposal Format**

A digital copy shall be submitted in the format specified in the Request for Proposal. The material should be in sequence and related to the RFP. YCIPTA shall not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the respondent’s proposal.

**Evaluation Criteria**

An evaluation committee of two or more persons, established by YCIPTA, will assess the Proposals received. The committee may elect to award to a Proposal without further discussion or may determine that no Proposer meets the needs of YCIPTA.

During the evaluation process and selection process, committee members may not disclose information from one Proposer to another Proposer. All information provided by Proposers shall remain confidential after the conclusion of the procurement process, to the extent possible by law.

The evaluation committee will review and analyze each Proposal. Proposals will be evaluated and scored per the following criteria:

Max points \* Quality Level = Score

<b>Evaluation Factors</b>	<b>Max Points</b>	<b>Quality Level</b>	<b>Score</b>
The extent to which the proposal addresses the stated management issues and clearly describes the scope of work <i>(20 points)</i>	35		35
Specific plans or methodology to be used to perform the services <i>(20 points)</i>	25		25
Qualifications and experience of consultant in providing strategic planning development <i>(10 points)</i>	20		20
Availability for work to be conducted during November-January 2021 <i>(10 points)</i>	10		10
Cost of providing services for successful project completion. <i>(10 points)</i>	10		10

The Quality Level will be based on the following scoring method:

<b>Quality Level</b>	<b>Points</b>	<b>Description</b>
Excellent	100%	Meets all requirements.
Good	75%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	50%	Does not meet all requirements; strengths and weaknesses do not offset one another equally.
Poor	25%	Serious doubt exists about ability to meet needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0	Will not meet minimum needs.

**Discussion and Best and Final Offers**

After the initial receipt and evaluation of proposals, discussions may be conducted with respondents who submit proposals determined to be the most responsive, which most closely meet the requirements of the Statement of Work, and which are the candidates most likely of being selected for award. YCIPTA, at its option, may request best and final offers from a selected firm or firms regarding the Statement of Work and/or fees.

**Award of Contract**

YCIPTA managers shall recommend the contract be awarded to the responsible respondent whose proposal is most advantageous to YCIPTA, based on the evaluation criteria listed above. Cost shall not be the sole determining criterion. The final decision shall be made by the Transit Director.

**Requirements for Proposal Evaluation**

All respondents, in order for their proposal to be considered, must provide the following information:

**1. Qualifications and Experience**

The respondent shall identify all members of the proposed team, along with each member’s, or subcontractor’s, qualification, job responsibilities and experience. The respondent shall identify any specialized education received in strategic planning. This element of the proposal shall address the team’s experience on similar projects, and the relevant experience of subcontractors. Respondent shall also submit an estimate of YCIPTA staff time required for this project.

**2. Project Schedule**

The respondent shall provide an implementation schedule for providing these services, illustrating how the tasks will be scheduled and accomplished. Also, the respondent shall explain/describe the availability and time commitment of key staff and provide a man-hour estimate for each task identified to complete this project. The respondent shall describe and/or explain the methodology used on similar projects for scheduling staff to accomplish work tasks.

**3. Fee Schedule**

The respondent must provide a firm fixed fee for all services. In addition, the respondent must provide a listing and fee schedule for the various team members and subcontractors. The fee schedule must reflect direct labor hours, wages, overhead and profit amounts that are summed into a total proposed annual cost.

**4. References**

The respondent shall provide a synopsis of the firm’s experience and expertise, an outline of similar projects completed, a list of client references, a biographical sketch of the firm, and required certifications.

**OFFER TO YCIPTA:**

The undersigned hereby offers and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this proposal. The proposer certifies that he or she has read, understands and will fully and faithfully comply with this contract, its attachments and any referenced documents. The proposer also certifies that the prices offered were independently developed without consultation with any of the other bides or potential bidders.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Deliver to:  
Shelly Kreger, Transit Director  
YCIPTA (Yuma County Intergovernmental Public Transportation Authority)  
2715 E. 14<sup>th</sup> Street, Yuma, Arizona 85365  
Email: skreger@ycipta.az.gov  
W: 928.539-7076 ext. 101

## Schedule of Events

### ESTIMATED TIME FRAME (*Subject to change without notice*)

Event:	Date
Request for Proposals issued by YCIPTA	August 25, 2020
Deadline for receipt of written questions and requests for addenda	September 22, 2020
Proposals due – 5:00 p.m. Arizona Time	October 2, 2020
YCIPTA holds interviews, if needed	October 12-16, 2020
Approval of contract by YCIPTA Board of Directors	October 26, 2020
PROPOSER Begins Service	November 2020

## ADOT - State Clauses

### **Disadvantaged Business Enterprises (DBE)**

The SUBRECIPIENT receiving DOT-assisted transportation funds through ADOT must adopt and implement ADOT’s DBE Program Plan, ADOT’s DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <http://www.azdot.gov/business/business-engagement-and-compliance> and are herein incorporated by reference.

### **Non-Discrimination**

The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the SUBRECIPIENT/SUBGRANTEE shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The SUBRECIPIENT shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the SUBRECIPIENT, agrees to perform the following minimum DBE Program Compliance Required Activities:

FTA Funded Projects	Item Number	Item / Requirement
✓		
✓		
✓	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT’s DBE Program Plan; acting as the single point of contact for DBE compliance.
✓	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.
✓	3	Follow ADOT’s guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✓	4	Participate in training conducted by ADOT related to DBE requirements and program regulations
✓	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✓	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.



FTA Funded Projects	Item Number	Item / Requirement
✓	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✓	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✓	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✓	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after reviewing relevant documentation.
✓	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.
✓	12	No later than 15 days after the end of each month, report payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located at <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a> .
✓	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a>
✓	14	Monitor and enforce that contractors enter and report subcontractor payments by the last day of each month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.
✓	15	Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOTs concurrence, deems appropriate, which may include, but is not limited to: <ul style="list-style-type: none"> <li>· Withholding payments;</li> <li>· Assessing sanctions;</li> <li>· Liquidated damages; and/or</li> <li>· Disqualifying the contractor from future bidding on the grounds of being non-responsible.</li> </ul>
✓	16	ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.
✓	17	Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.
✓	18	Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.
✓	19	Monitor DBE utilization on projects and notifying ADOT BECO as soon as Subrecipient/Subgrantee is aware of a potential issue that may affect DBE commitments made at

FTA Funded Projects	Item Number	Item / Requirement
		award.
✓	20	Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.
✓	21	Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.
✓	22	Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the Grantee must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.
✓	23	Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.
✓	24	Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:
✓	24.a	<i>A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:</i> <ul style="list-style-type: none"> <li>· <i>Withholding payments;</i></li> <li>· <i>Assessing sanctions;</i></li> <li>· <i>Liquidated damages; and/or</i></li> <li>· <i>Disqualifying the contractor from future bidding on the grounds of being non-responsible.</i></li> </ul>
✓	24.b	<i>Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.</i>
✓	24.c	<i>Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.</i>
✓	24.d	<i>Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.</i>
✓	24.e	<i>Subcontract Payment Reporting in the DBE system:</i>
✓	24.e.1	<i>The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).</i>
✓	24.e.2	<i>The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (<a href="https://adot.dbesystem.com">https://adot.dbesystem.com</a>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors, shall also respond to its audits and report lower-tier subcontractor payments in the same manner.</i>

FTA Funded Projects	Item Number	Item / Requirement
✓	24.e.3	<i>If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.</i>
✓	24.f	The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.
✓	24.g	Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.
	25	Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.
	26	Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
	27	Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
	28	Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website <a href="http://www.azdot.gov/bec">www.azdot.gov/bec</a> :
	29	Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
	30	Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD Liaison/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

## **Federal Clauses**

### **Fly America Requirements**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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 US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Energy Conservation**

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA

recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, 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 the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

### **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the 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 whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 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 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, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination

for convenience.

- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions  
If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. 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 recipient's interest. If the 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.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.  
If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.  
If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work

or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the



recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of

that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Civil Rights Requirements**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute):

(1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b)

U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a)

Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R.

§ 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The

Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49

C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49

U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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 individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b)

U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

### **Patent and Rights in Data**

Contracts Involving Experimental, Developmental, or Research Work (\$3,500 or less, except for construction contracts over \$2,000).

#### **Patent Rights**

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports,

(b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of

higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the

Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by

Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

### **Disadvantaged Business Enterprise**

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.



d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

### **Prompt payment**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

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

### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

### **Other Federal Requirements**

The following requirements are not federal clauses.

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **Notification of Federal Participation**

To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

### **Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

### **Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

### **Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

### **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall 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 grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as

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.

### **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

### **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

### **Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

### **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

## **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

## **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and

(b) That impairs that Third-Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

## **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

## **Veterans Preference**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance

appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **Safe Operation of Motor Vehicles**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

### **CFDA number for the Federal Transportation Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) 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,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - (1) Equals or exceeds \$25,000,
    - (2) Is for audit services, or
    - (3) Requires the consent of a Federal official, and
  
  - g. It will require that each covered lower tier contractor and subcontractor:
    - (1) Comply and facilitate compliance with the Federal requirements of 2CFR parts 180 and 1200, and
    - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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Certification

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date     /     /

Name and Title of Contractor's Authorized Official \_\_\_\_\_

## **INSURANCE REQUIREMENTS CERTIFICATION**

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

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).

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

Workers' Compensation insurance as required by the State of Arizona (A.R.S. 23-901) and Employer's Liability Insurance.

Errors and Omissions Liability insurance appropriate to the contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

General Liability	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Errors and Omissions Liability	\$1,000,000 per occurrence.

### **Deductibles and Self-Insured Retentions**

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

### **Other Insurance Provisions**

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



YCIPTA, its officers, officials, employees and volunteers, and the County of Yuma, are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects YCIPTA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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 clause. 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 and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of YCIPTA.

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

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Signature

**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 to 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 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**

<b>Male</b>					<b>Female</b>				
Wht	Blk	Hsp	Asn	Nat	Wht	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 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.yciptaz.gov](http://www.yciptaz.gov)

August 24, 2020

Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the 1<sup>st</sup> Amendment to the  
YCIPTA-AWC MOU.

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve 1<sup>st</sup> Amendment to the YCIPTA-AWC MOU.

**Background and Summary:** It has been requested by AWC's Finance department that the MOU between YCIPTA and AWC language to be changed to state that they were paying membership dues of \$100,000 semi-annually.

**Fiscal Impact:** None

**Recommended Motion:** That the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the 1<sup>st</sup> Amendment to the YCIPTA – AWC MOU.

**Fiscal Impact:** None

**Legal Counsel Review:** Yes

**Attachments:** 1<sup>st</sup> Amendment to the YCIPTA – AWC MOU and original MOU before changes.

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

Shelly Kreger, Transit Director

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

Approved for Submission



Shelly Kreger, Transit Director

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

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE  
YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION  
AUTHORITY AND ARIZONA WESTERN COLLEGE FOR THE PROVISION OF  
TRANSPORTATION FUNDING**

This First Amendment (“Amendment”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, a political subdivision of the State of Arizona (“YCIPTA”), ARIZONA WESTERN COLLEGE, a community college district (“AWC”). The terms “Party” or “Parties” shall mean YCIPTA, AWC, or both of them as appropriate.

**WITNESSETH:**

**WHEREAS**, YCIPTA and AWC are parties to that certain Memorandum of Understanding dated July 22, 2015 for a public transit route for AWC (“MOU”) attached hereto and incorporated by this reference as though fully set forth herein as Exhibit “A”; and

**WHEREAS**, the Parties desire to amend the MOU subject to the terms and conditions of this Amendment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Paragraph 6 of the MOU is hereby deleted and is hereby replaced with the following:

That AWC shall contribute funding as follows: AWC shall provide \$100,000.00 to YCIPTA, payable semi-annually to YCIPTA. AWC may sell semester bus pass stickers to AWC employees, faculty, and students at a rate of \$5.00 per semester. All employees, faculty, and students that reside in Yuma County may ride YCAT buses unrestricted free of charge by showing an official AWC ID card with a current semester bus pass sticker.

2. Other than as specifically provided in this Amendment, all terms and provisions of the MOU are hereby ratified and confirmed, and shall remain in full force and effect without modification. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts, when taken together, shall constitute but one and the same document. An electronically signed Amendment shall have the same effect as an original.

*Signatures on following page*



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

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Shelly Kreger, Transit Director

**ARIZONA WESTERN COLLEGE**

By: \_\_\_\_\_  
Shahrooz Roohparvar  
Vice President for Finance & Administrative Services



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

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August 24, 2020

Discussion and Action Item 6

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the YCAT Maintenance Audit

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Requested Action: N/A

Background and Summary: An update was requested by the board at the last scheduled meeting in June 22, 2020 to provide information regarding the outcomes and completion of the maintenance audit that was Completed on October 14, 2019.

Staff has included in this discussion and or action item a statement from Mr. Cromwell, General Manager, RATP Dev outlining the status as well as an updated action plan for the boards review.

Along with this information I have ad YCIPTA's Quality Assurance Officer follow up on all of the Audit work orders and have verified that they have been completed and continues to verify current workorders for completion.

Fiscal Impact: None

Recommended Motion: N/A

Fiscal Impact: None

Legal Counsel Review: N/A

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

Attachments: YCAT Maintenance Audit Completion letter and Maintenance Audit Action Plan update. Completed work orders will be available at the meeting for review. The amount of work orders is too large to be sent with the agenda packet.

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

Approved for Submission



Shelly Kreger, Transit Director

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**

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

Shelly Kreger, Transit Director



From: Oliver Cromwell GM YCAT

Date: 08/10/2020

To: Shelly Kreger Transit Director YCIPTA

## YCAT Maintenance Audit Completion

A Maintenance Audit report was submitted to YCIPTA on October 14<sup>th</sup> 2019 from Solutions for Transit. The report included 334 noted defects found during the inspection, these ranged from vehicle appearance condition to Engine/Transmission issues with the bulk being 149 Interior defects. Included in the report were PMI (Preventive Maintenance Inspection) form irregularities including multiple forms being utilized for inspections and manufacture specific inspections not being performed. The report also included overall general conditions of the Shop and yard.

Starting in December 2019 I initiated A Maintenance Action Plan on rectifying the issues found during my inspection and the Maintenance Audit, these plans were updated on ongoing progress and were submitted to Shelly Kreger on a weekly basis.

To date all items included in the Audit have been addressed and or rectified including other deficiencies found under my Management. (See Maintenance Action Plan). Some of the items will remain "On-going" i.e. shop cleanliness, parts dept organization, Tech training etc.

Included with this report are:

- Original copy of Audit with corrective comment section.
- Copies of the 334 completed workorders.
- Copy of the amended Preventive Maintenance Inspection form with corrections.
- Copy of finalized Maintenance Action Plan.

# Maintenance Action Plan Yuma

Finding (detail)	Completion timeline	Responsible Party	Corrective Action	Comments	Completion details/closeout date
PMI services are not being performed on time, PMI's early or late	45 days starting 12/13/2019 (On going)	Rick	Maintenance software will be monitored on a daily basis by the Maintenance Manager, PMI's will be scheduled, and all PMI forms will be QCed by the Maintenance Manager. Manager will also check all PMI forms for compliance with manufactures recommendations.	Maintenance Manager in the process of learning the Solution software	Update 12/20/19 Maintenance Manager now has access to the Maintenance software, Training is being scheduled. Manager is now scheduling PMI and QCing them when completed. Update 01/09/20 Maintenance Manager will start training with Solution software on 01/10/20 (Training Completed) Update 01/15/20 PMI on time performance has increased from 59.1 % in November to 73.2 % in December. January dipped to 43% issues was identified and corrected February at 81.3% March at 78.3% (four of the early PMI were within 100 miles) will work on better PM timing. <b>Will monitor.</b>
Found or reported defects are not being addressed during the PMI	60 days starting 12/11/2019 (On going)	Rick	Maintenance Manager will conduct training with all Mechanics (receipt page required) Training will include proper procedures for all PMI's that are preformed, Mechanics will be instructed in defect identification and repairs.	PMI Training has been started with Mechanic's	Update 12/20/19 PMI training has been started with Techs and is progressing. Update 01/09/20 Transit mechanic from sister location will began PMI training starting 01/27/20 Update 01/29/20 All techs have had basic PMI training with with our Tucson team.

# Maintenance Action Plan Yuma

					Additional training will be assessed as needed. Updated 03/14/20 One tech scheduled to attend CTAA vehicle maintenance training in April 2020 <b>Completed. Training receipt in file.</b>
Drivers written defects are not being addressed	45 days starting 12/13/2019	Rick	All Mechanic's will be trained in the proper procedure when addressing vehicle defects, identifying defects, documenting defects, repairing defects and completing paperwork.	Defect identifying training has been started this will also be an ongoing training as new defects are reported	Update 12/20/19 Defect procedure training is in progress, special attention is given to safety defects and Audit findings. <b>Completed.</b>
Work orders not being filled out or completed	45 days starting 12/13/2019 (On going)	Rick	All Mechanic's will be trained in the proper procedure for making and completing a workorder including defect type, commenting on repairs made, hours worked on vehicle and parts used.	In Progress	Update 12/20/19 Training for W/O procedures is proceeding as scheduled. Update 01/29/20 W/O are being fill out correctly, in the process of installing a parts inventory module, additional training will be needed when completed. Update 02/21/20 Parts module has been installed tech <b>Completed</b>
Shop cleanliness	45 days starting 12/13/2019 (On going)	Rick	The maintenance Manager will instruct all maintenance personal on the proper procedure for cleaning the shop area, this will include shop organization, putting away equipment when not in use, safety hazards and overall shop cleanliness. (Receipt page required)	In Progress	Update 12/20/19 Shop cleanliness training is proceeding as scheduled. Update 02/07/20 The shop cleanliness has increased to some extent additional training will be needed. <b>Will monitor</b>
Parts inventory in disorder	90 days starting 12/13/2019	Rick	The parts dept will need to be organized and inventoried an itemized list will be produced including prices that will be integrated into the Solution software for inventory control.	Additional resources may need to be brought in	Update 12/20/19 Inventory organization is proceeding, we may need more manpower to complete in a timely manner.

## Maintenance Action Plan Yuma

					<p>Update 01/09/20 Temp help will start 01/14/20 and work on Inventory organization.</p> <p>Update for 01/17/20 Inventory count and organization is proceeding as scheduled.</p> <p>Update 01/31/20 Full inventory count completed, Waiting on parts inventory module installation.</p> <p>Update 02/07/20 parts inventory module completed, entering parts inventory into system.</p> <p>Update 2/21/20 Inventory has been entered into system, parts department in progress of being organized (parts placement)</p> <p>ETA 5/1/2020 ETA 5/17/2020 <b>Completed</b></p>
Parts dept inventory software	Working with Solutions Software	Oliver	Will work with Solutions in creating a parts inventory software that will integrate with workorders.	Have contacted Solutions working on inventory list	<p>Update 12/20/19 Solutions will need an inventory list to proceed. See previous item.</p> <p>2/21/20 <b>Completed</b></p>
Bus cleanliness	60 days starting 12/13/2019	Rick	Maintenance Manager will train all cleaners/fulers on the proper procedures when cleaning a vehicle including interior, exterior, seats, floors rims etc. (Receipt page required)	In Progress	<p>Update 12/20/19 Vehicle cleaning training is proceeding as scheduled.</p> <p>Update 2/21/20 Vehicle cleaning training has been <b>Completed</b></p>
Super cleans	60 days starting 12/13/2019	Rick	Maintenance Manager will train all cleaners/fulers on the proper procedures for performing a Super Clean on all vehicles including completing work orders.	Rick will modify doc as needed.	<p>Update 12/20/19 Super clean training to date has not been started.</p> <p>1<sup>st</sup> super clean completed 01/09/20,</p>

# Maintenance Action Plan Yuma

					<p>Update for 1/17/20 Gathering three quotes for an upholstery cleaner.</p> <p>Update 02/07/20 Three quotes have been attained and will be presented to YCIPTA</p> <p>Update 2/21/20 Quotes have been given to YCIPTA</p> <p>Update 3/14/20 Upholstery cleaner delivered, training on use will begin 3/18/20</p> <p>Update training on hold as parts were missing from Upholstery cleaner training ETA TBD</p> <p><b>In use.</b></p>
"Go no Go" items	<p>14 days starting 12/13/2019</p> <p>New</p> <p>14 days starting 01/10/20</p>	Rick	Maintenance Manager will instruct all Mechanic's on "GO no GO" safety items that would take the vehicle out of service.	In Progress	<p>Update 12/20/19 "GO no GO" safety item training is proceeding as scheduled.</p> <p>Update for 01/09/20 Additional training will be needed for Mechanics due to comprehension issues. In progress.</p> <p>Update 01/29/20 Mechanic are aware of Go no GO items, training receipt has been placed in their files</p> <p><b>Completed</b></p>
Tire safety and changing procedure	14 days starting 12/13/2019	Rick	Maintenance Manager will instruct all Mechanic's on the proper procedures for safely mounting and dismounting tires on vehicles including proper visual inspection and tread depth (receipt page required)	In Progress	<p>Update 12/20/19 safely mounting and dismounting tires training is proceeding as scheduled.</p> <p><b>Completed.</b></p>
Address all defects found during audit	Ongoing	Rick	Maintenance Manager will prioritize all defects found during audit and schedule accordingly.	All non-safety Audit Defects are scheduled during repairs or PMI's	<p>Update 12/20/19 All audit finding are being prioritized, To date 166 of 333 audit defects completed.</p> <p>Update 01/09/20</p>



# Maintenance Action Plan Yuma

					<p>220 out of 333 audit defects completed.                  Update 01/31/20                  231 completed to date.                  Update 02/07/20                  237 completed to date                  Updates 2/21/20                  255 completed to date                  Update 3/14/20                  265 completed to date  <b>334 Completed to date</b></p>
Warranty work	60 days starting 12/13/2019	Rick/Oliver	All warranty work will be reviewed, prioritized and scheduled for repair. Maintenance Manager will facilitate all schedules and logistics.	Management is compiling a list of warranty items.	<p>Update 12/20/19                  Maintenance Manager is gathering data on all warranty items at this time.                  Update 1/17/20                  Warranty items are being addressed.  <b>Completed</b></p>
Mechanic training	Ongoing	Rick/ Oliver	As all Mechanics have less than one year in public transit the Maintenance Manager and GM will schedule basic and advance training programs to bring the level of knowledge in line with other Ratpdev facilities	Rick will conduct in house training of Mechanic's additional training will be scheduled.	<p>Update 12/20/19                  Maintenance Manager has started basic training for the Techs. He has also reached out to training institutes and manufactures for training materials and or classes.                  Updated for 02/07/20                  Thermo King training for the A/C system is being scheduled for the Techs                  Update 2/21/20                  Training <b>Rescheduled due to COVID 19 TBD</b></p>
Mechanic CDLs	60 days starting 12/13/2019	Rick/Oliver/Anabel	As of now all Mechanic's do not have a CDL. Management will be working with all techs to insure CDL permits are attained and all Mechanics to be scheduled for there CDL test in a timely manner.	All Mechanics are required to have their CDL permit ASAP and CDL testing will be scheduled.	<p>Update 12/20/19                  To date all Mechanics have there CDL permits, CDL training will be scheduled within the next few weeks.                  Update 01/09/20                  CDL training will start 01/16/20                  Update 02/07/20</p>

# Maintenance Action Plan Yuma

					CDL training is in progress.



## Yuma County Intergovernmental Public Transportation Authority

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August 24, 2020

### Discussion and Action Item 7

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

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Requested Action: N/A

Background and Summary: An update was requested by the board at the last scheduled meeting in June 22, 2020 to provide information regarding the YCIPTA Shelter Plan update.

Attached is a spreadsheet provided by Core Engineering regarding the top highest used stops within the City of Yuma. Information ranking these stops is used from our Automatic Passenger Counters (APC) that were installed July-August 2019 timeframe. Up until this technology was installed it was difficult to rank the stops with out using a person to actually do the physical counting through the entire system resulting in a significant amount of time.

The stops on the list that have comments in green are being submitted for permits. Stops with comments in blue will have to be discussed with the City of Yuma on a stop by stop basis.

There are 10 shelters with benches and advertising boxes on order and are 12-14 weeks out for delivery. There are also two shelters that will be relocated from Wellton that are no longer stops.

Staff will keep this item on the Agenda on a monthly basis in order to keep it as one of our top priorities as well as to build an action plan moving forward.

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

Shelly Kreger, Transit Director

Fiscal Impact: None

Recommended Motion: N/A

Fiscal Impact: None

Legal Counsel Review: N/A

Attachments: Permitting status spreadsheet from Core Engineering and Stop Ranking List as per APC data.

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

Approved for Submission



Shelly Kreger, Transit Director

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

Rank	Stop Number	Location		Comment on Shelter/Bench
2	34	26TH STREET/23RD AVENUE	Yuma	Has three Shelters
3	68	AWC NAU UA PARKING LOT	Yuma	Has existing Shelter
4	8	3RD STREET_GILA STREET D	Yuma	<b>Has covered area, install benches, one already exists</b>
6	32	24TH STREET/CAMINO ALAMEDA	Yuma	<b>Bench only, Insufficient R/W</b>
8	36	24TH STREET/21ST DRIVE	Yuma	Insufficient R/W at current location. Possible to place with easement, but likely would need to also get Bureau of Reclamation approval. Could potentially move 500 feet east adjacent to the "West 24th Street Plaza" (North of Corona Optique on 24th Street)
16	170	4TH AVENUE/20TH STREET	Yuma	Insufficient R/W, move south to landscaped area west of DQ and city <u>may</u> permit.
17	25	4TH AVENUE/19TH STREET	Yuma	Insufficient R/W at current location
20	38	24TH STREET/YUMA REGIONAL MED	Yuma	Existing Shelter
21	30	24TH STREET/AVENUE A	Yuma	<b>Can apply for permit</b>
22	1 or 227?	CASTLE DOME AVENUE_YUMA PALM	Yuma	If these numbers are for Stop 1, it has Existing Shelter. Another could be added to south. If the numbers are for Stop 227, there is insufficient R/W
23	122	21ST DRIVE ACROSS FROM YUMA LIBRARY	Yuma	Existing Shelter
24	401	CASTLE DOME AVENUE/12TH ST	Yuma	<b>Can apply for permit, city may reject based on number of lanes</b>
26	35	AVENUE B/24TH STREET	Yuma	In turn lane, and stop should be removed for non-conformance to standard.
27	194	32ND STREET/8TH AVENUE	Yuma	Insufficient R/W.
28	33	21ST DRIVE/24TH STREET	Yuma	<b>Can apply for permit</b>

30	171	4TH AVENUE/18TH STREET	Yuma	Insuffient R/W.
31	168	4TH AVENUE/24TH STREET	Yuma	R/W available, but used by parking for businesses. Propose to City to move north to Hunter Steakhouse Landscaped area. City may reject for being to far from intersection.
32	166	21ST DRIVE/YUMA CATHOLIC HIGH	Yuma	<b>Can apply for permit</b>
33	168	4TH AVENUE/24TH STREET	Yuma	Repeat of Item 31
35	24	4TH AVENUE/17TH STREET	Yuma	Near Taco Bell, permitted/installed

DAY_OF_WEEK	UNIQUE_ST	STOP_NAME	ON	OFF	TOTAL	RANK	
WEEKDAY	00000497	2ND AVE AND B STREET		378	170	548	1
WEEKDAY	00000063	26TH STREET23RD AVENUE		262	219	481	2
WEEKDAY	00000099	AWC NAU UA PARKING LOT		97	88	186	3
WEEKDAY	00000036	3RD STREET_GILA STREET DOWNT		80	60	140	4
WEEKDAY	00000157	COCOPA CASINO MAIN ENTRANCE		58	61	119	5
WEEKDAY	00000061	24TH STREETCAMINO ALAMEDA		44	58	102	6
WEEKDAY	00000428	GILA STREET3RD STREET DOWNT		52	50	102	7
WEEKDAY	00000162	MAIN STREET SOMERTONSTATE AV		62	31	93	8
WEEKDAY	00000065	24TH STREET21ST DRIVE		51	41	91	9
WEEKDAY	00000188	MAIN STREET SOMERTON ACROSS		24	33	57	10
WEEKDAY	00000190	MAIN STREET SOMERTONBINGHAM		22	26	48	11
WEEKDAY	00000487	COUNTY 22ND STREETWALMART OU		12	34	46	12
WEEKDAY	00000189	MAIN STREET SOMERTONSOMERTON		10	34	44	13
WEEKDAY	00000181	US HIGHWAY 95_WALMART DRIVEW		20	24	44	14
WEEKDAY	00000438	ATLANTIC AVENUE_14TH STREET		17	25	42	15
WEEKDAY	00000201	4TH AVENUE20TH STREET		6	34	40	16
WEEKDAY	00000160	MAIN STREET SOMERTONCOLUMBIA		22	16	38	17
WEEKDAY	00000507	4TH AVENUE19TH STREET		32	6	38	18
WEEKDAY	00000510	CENTRE AVENUE ACROSS KWAPA A		18	15	32	19
WEEKDAY	00000067	24TH STREETYUMA REGIONAL MED		8	24	32	20
WEEKDAY	00000059	24TH STREETAVENUE A		19	11	30	21
WEEKDAY	00000153	21ST DRIVE ACROSS FROM YUMA		20	10	30	22
WEEKDAY	00000004	CASTLE DOME AVENUE_YUMA PALM		22	4	26	23
WEEKDAY	00000225	32ND STREET8TH AVENUE		24	1	26	24
WEEKDAY	00000064	AVENUE B24TH STREET		13	11	24	25
WEEKDAY	00000509	SR 186ANDRADE PORT OF ENTRY		12	12	24	26
WEEKDAY	00000439	CASTLE DOME AVENUE12TH STREE		2	21	24	27
WEEKDAY	00000202	4TH AVENUE18TH STREET		11	12	23	28
WEEKDAY	00000199	4TH AVENUE24TH STREET		8	14	22	29
WEEKDAY	00000197	21ST DRIVEYUMA CATHOLIC HIGH		1	21	22	30
WEEKDAY	00000262	CHAPAY STREETQUAIL RUN LOOP		12	10	21	31
WEEKDAY	00000186	MAIN STREET SOMERTONCESAR CH		8	12	21	32
WEEKDAY	00000062	21ST DRIVE24TH STREET		13	7	20	33

WEEKDAY	00000056	4TH AVENUE 24TH STREET	10	10	20	34
WEEKDAY	00000052	4TH AVENUE17TH STREET	12	7	19	35
WEEKDAY	00000057	24TH STREET6TH AVENUE	14	3	17	36
WEEKDAY	00000223	4TH AVENUE EXTENSION32ND STR	13	3	16	37
WEEKDAY	00000159	MAIN STREET SOMERTON ACROSS	9	7	16	38
WEEKDAY	00000292	COTTONWOOD LOOPSALT CEDAR AV	9	6	16	39
WEEKDAY	00000069	24TH STREET8TH AVENUE	4	11	16	40
WEEKDAY	00000164	MAIN STREET SOMERTONCESAR CH	9	7	15	41
WEEKDAY	00000196	21ST DRIVEYUMA COUNTY LIBRAR	8	7	15	42
WEEKDAY	00000492	4TH AVENUEJUAN SANCHEZ BLVD	1	14	15	43
WEEKDAY	00000046	4TH AVENUE3RD STREET	12	2	14	44
WEEKDAY	00000187	MAIN STREET SOMERTONFEDERAL	5	10	14	45
WEEKDAY	00000295	CENTRE AVENUE - ACROSS HAVA	8	6	14	46
WEEKDAY	00000289	COTTONWOOD LOOPSALT CEDAR AV	7	6	13	47
WEEKDAY	00000049	4TH AVENUE10TH STREET	10	3	13	48
WEEKDAY	00000631	4TH AVENUE10TH STREET	2	11	13	49
WEEKDAY	00000177	MAIN STREET_JUAN SANCHEZ BOU	11	2	13	50
WEEKDAY	00000218	32ND STREETPACIFIC AVENUE	6	6	13	51
WEEKDAY	00000399	QUECHAN CASINO RESORTMAIN EN	6	6	12	52
WEEKDAY	00000606	16TH STREETYPIC	7	5	11	53
WEEKDAY	00000634	4TH AVENUE3RD STREET/GISS PA	1	10	11	54
WEEKDAY	00000163	MAIN STREET SOMERTONCARLISTE	5	6	11	55
WEEKDAY	00000628	4TH AVENUE16TH STREET	6	5	11	56
WEEKDAY	00000369	STEAMBOAT STREETORANGE GROVE	6	5	11	57
WEEKDAY	00000184	MAIN STREET_1ST AVENUE	4	7	11	58
WEEKDAY	00000250	3RD STREET15TH AVENUE	7	4	11	59
WEEKDAY	00000045	4TH AVENUE1ST STREET	8	2	10	60
WEEKDAY	00000048	4TH AVENUE8TH STREET	8	2	10	61
WEEKDAY	00000632	4TH AVENUE8TH STREET	2	8	10	62
WEEKDAY	00000616	1ST STREETGILA STREET	6	4	10	63
WEEKDAY	00000609	AVENUE C20TH STREET	8	2	10	64
WEEKDAY	00000633	4TH AVENUE5TH STREET	1	9	10	65
WEEKDAY	00000246	AVENUE B ACROSS 5TH STREET	3	7	10	66
WEEKDAY	00000044	WINTERHAVEN DRIVERAILROAD AV	3	6	10	67



WEEKDAY	00000296	CENTRE AVENUESTEAMBOAT STREE	5	5	9	68
WEEKDAY	00000079	YUMA INTERNATIONAL AIRPORT	5	5	9	69
WEEKDAY	00000200	4TH AVENUE22ND STREET	4	6	9	70
WEEKDAY	00000142	PACIFIC AVENUE16TH STREET -	3	6	9	71
WEEKDAY	00000490	4TH AVENUEUNION STREET	0	9	9	72
WEEKDAY	00000226	AVENUE A32ND STREET	5	4	9	73
WEEKDAY	00000254	3RD STREET6TH AVENUE	3	6	9	74
WEEKDAY	00000032	16TH STREET IN FRONT OF PAND	4	4	9	75
WEEKDAY	00000561	8TH STREETAVENUE C	8	1	9	76
WEEKDAY	00000055	4TH AVENUE22ND STREET	5	4	9	77
WEEKDAY	00000166	MAIN STREET GADSEN1ST AVENUE	6	2	9	78
WEEKDAY	00000042	PARADISE CASINOAGNES ROAD	7	1	8	79
WEEKDAY	00000440	QUECHAN DRIVESAPPHIRE LANE	4	4	8	80
WEEKDAY	00000635	1ST STREETGILA STREET	1	8	8	81
WEEKDAY	00000493	4TH AVENUEC STREET	0	8	8	82
WEEKDAY	00000614	QUECHAN DRIVEACROSS INDIAN H	3	5	8	83
WEEKDAY	00000147	24TH STREETARIZONA AVENUE	4	3	8	84
WEEKDAY	00000601	AVENUE B8TH STREET	4	4	8	85
WEEKDAY	00000430	24TH STREETPACIFIC AVENUE	2	5	7	86
WEEKDAY	00000051	4TH AVENUE14TH STREET	5	3	7	87
WEEKDAY	00000185	US HIGHWAY 95 ACROSS FROM HO	4	3	7	88
WEEKDAY	00000236	AVENUE C20TH STREET	1	6	7	89
WEEKDAY	00000060	24TH STREETRIDGEVIEW DRIVE	5	2	7	90
WEEKDAY	00000560	ADVANCED CALL CENTER TECHNOL	0	7	7	91
WEEKDAY	00000161	MAIN STREET SOMERTONSOMERTON	3	4	7	92
WEEKDAY	00000247	3RD STREET24TH AVENUE	3	4	7	93
WEEKDAY	00000207	PACIFIC AVENUE24TH STREET	4	4	7	94
WEEKDAY	00000165	US HIGHWAY 95HOUSING DEPARTM	3	4	7	95
WEEKDAY	00000421	REDONDO CENTER DRIVE ACROSS	4	3	7	96
WEEKDAY	00000209	PACIFIC AVENUEPALO VERDE STR	3	4	7	97
WEEKDAY	00000637	24TH STREETMELODY LANE	6	1	7	98
WEEKDAY	00000178	US HIGHWAY 95_LAKIN DRIVE	4	3	7	99
WEEKDAY	00000603	16TH STREETAVENUE B	3	3	7	100



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)

August 24, 2020

### Discussion and Action Item 8

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the CARES Act Funding

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Requested Action: N/A

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

Staff reached out to our Director of Programming and Development with FTA Region IX regarding this discussion and his comments were that it is not an FTA issue, it's a local policy call. He did state that "the intent of the CARES is to augment, not replace local transit investment in this difficult time for transit agencies, and is largely to replace lost fare revenues. It could be considered short sighted to use the fact that CARES is 100% to stop local support. If the end result is CARES funds run out, YCIPTA would not have local match to access regular FTA formula funds to run transit, and transit would shut down, it's a very dangerous policy."

In addition, YCIPTA has other open grants that require a match that we are still spending on, such as bus shelter orders and installations, land purchase, radios, destination signs, not to mention the upcoming construction of a new Operations and Maintenance facility that will require a local cash match. According to FTA, CARES Act funding cannot be used to match other FTA or DOT programs, such as any of our other open FTA or ADOT grants.

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#### Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

YCIPTA is reimbursement based, which means we have to expend the money for every expense before we are reimbursed either by FTA or ADOT.

YCIPTA uses its annual member entity dues as well as income from fares and bus pass sales to assist with cash flow until reimbursements are received. Since March, YCIPTA has not received cash from fares, and we do not know when the time will come that we can resume normal operations. YCIPTA relies heavily on the member entity dues each year, especially during this difficult time.

While YCIPTA understands that the member entities would like to have a reprieve as their funding has been affected by this COVID-19 pandemic also, YCIPTA staff recommends that the Board direct YCIPTA to use CARES Act Funding to attempt to make us whole rather than to offset member contributions. It is YCIPTA's understanding that many of the member agencies also received CARES Act funding.

Fiscal Impact: None

Recommended Motion: N/A

Fiscal Impact: None

Legal Counsel Review: N/A

Attachments: AZCARES Fund Allocation sheet

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

Approved for Submission



Shelly Kreger, Transit Director

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Shelly Kreger, Transit Director

# AZCARES FUND ALLOCATIONS

CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Apache County	61,456	\$7,055,552
Eagar	4,941	\$567,259
St. Johns	3,512	\$403,201
Springerville	1,978	\$227,087
<b>TOTAL APACHE COUNTY POPULATION</b>	<b>71,887</b>	
Cochise County	50,007	\$5,741,132
Benson	4,880	\$560,257
Bisbee	5,225	\$599,865
Douglas	16,193	\$1,859,063
Huachuca City	1,736	\$199,305
Sierra Vista	43,045	\$4,941,849
Tombstone	1,303	\$149,593
Willcox	3,533	\$405,612
<b>TOTAL COCHISE COUNTY POPULATION</b>	<b>125,922</b>	
Coconino County	52,978	\$6,082,222
Flagstaff	75,038	\$8,614,855
Fredonia	1,281	\$147,068
Page	7,529	\$864,379
Sedona**	2,822	\$323,985
Tusayan	580	\$66,588
Williams	3,248	\$372,892
<b>TOTAL COCONINO COUNTY POPULATION</b>	<b>143,476</b>	
Gila County	25,791	\$2,960,977
Globe	7,347	\$843,484
Hayden**	631	\$72,443
Miami	1,780	\$204,356
Payson	15,813	\$1,815,437
Star Valley	2,308	\$264,974
Winkelman**	348	\$39,953
<b>TOTAL GILA COUNTY POPULATION</b>	<b>54,018</b>	
Graham County	21,096	\$2,421,960
Pima	2,558	\$293,676
Safford	9,983	\$1,146,114
Thatcher	5,200	\$596,995

<b>TOTAL GRAHAM COUNTY POPULATION</b>		<b>38,837</b>
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
<b>CITY/TOWN/COUNTY</b>	<b>POPULATION*</b>	<b>AZCARES FUND ALLOCATION</b>
Greenlee County	5,002	\$574,263
Clifton	3,708	\$425,703
Duncan	788	\$90,468
<b>TOTAL GREENLEE COUNTY POPULATION</b>		<b>9,498</b>
La Paz County	14,138	\$1,623,136
Parker	3,207	\$368,185
Quartzsite	3,763	\$432,018
<b>TOTAL LA PAZ COUNTY POPULATION</b>		<b>21,108</b>
Maricopa County	325,615	*Allocation recieved from U.S. Department
Apache Junction**	335	\$38,461
Avondale	87,931	\$10,095,056
Buckeye	79,620	\$9,140,899
Carefree	3,927	\$450,846
Cave Creek	5,838	\$670,241
Chandler	261,165	\$29,983,456
El Mirage	35,753	\$4,104,679
Fountain Hills	25,200	\$2,893,126
Gila Bend	2,100	\$241,094.00
Gilbert	254,114	\$29,173,954
Glendale	252,381	\$28,974,995
Goodyear	86,840	\$9,969,802
Guadalupe	6,631	\$761,282
Litchfield Park	6,436	\$738,895
Mesa	518,012	*Allocation recieved from U.S. Department
Paradise Valley	14,637	\$1,680,424
Peoria**	175,961	\$20,201,477
Phoenix	1,680,992	*Allocation recieved from U.S. Department
Queen Creek**	44,968	\$5,162,621
Scottsdale	258,069	\$29,628,014
Surprise	141,664	\$16,263,957
Tempe	195,805	\$22,479,699
Tolleson	7,372	\$846,354
Wickenburg**	7,189	\$825,344
Youngtown	6,859	\$787,458

<b>TOTAL MARICOPA COUNTY POPULATION</b>		<b>4,485,414</b>
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
<b>CITY/TOWN/COUNTY</b>	<b>POPULATION*</b>	<b>AZCARES FUND ALLOCATION</b>
Mohave County	79,583	\$9,136,651
Bullhead City	40,884	\$4,693,751
Colorado City	4,836	\$555,205
Kingman	31,013	\$3,560,496
Lake Havasu City	55,865	\$6,413,669
<b>TOTAL MOHAVE COUNTY POPULATION</b>	<b>212,181</b>	
Navajo County	70,275	\$8,068,031
Holbrook	5,084	\$583,677
Pinetop-Lakeside	4,469	\$513,071
Show Low	11,442	\$1,313,617
Snowflake	5,995	\$688,265
Taylor	4,321	\$496,079
Winslow	9,338	\$1,072,064
<b>TOTAL NAVAJO COUNTY POPULATION</b>	<b>110,924</b>	
Pima County	366,996	*Allocation recieved from U.S. Department of the Treasury
Marana**	49,030	\$5,628,966
Oro Valley	46,044	\$5,286,153
Sahuarita	31,421	\$3,607,337
South Tucson	5,715	\$656,119
Tucson	548,073	*Allocation recieved from U.S. Department of the Treasury
<b>TOTAL PIMA COUNTY POPULATION</b>	<b>1,047,279</b>	
Pinal County	236,659	\$27,170,006
Apache Junction**	42,236	\$4,848,970
Casa Grande	58,632	\$6,731,338
Coolidge	13,130	\$1,507,410
Eloy	19,625	\$2,253,079
Florence	27,422	\$3,148,226
Hayden**	0	\$0
Kearny	2,168	\$248,901
Mammoth	1,687	\$193,679
Marana**	0	\$0
Maricopa	52,127	\$5,984,522
Queen Creek**	5,922	\$679,884
Superior	3,178	\$364,855

Winkelman**	3	\$344
<b>TOTAL PINAL COUNTY POPULATION</b>	<b>462,789</b>	

\*US Census Bureau, 2019 Estimated

\*\*City/town boundaries are in two (2) counties, total combined allocation is listed on last page

<b>CITY/TOWN/COUNTY</b>	<b>POPULATION*</b>	<b>AZCARES FUND ALLOCATION</b>
Santa Cruz County	25,521	\$2,929,978
Nogales	20,103	\$2,307,956
Patagonia	874	\$100,341
<b>TOTAL SANTA CRUZ COUNTY POPULATION</b>	<b>46,498</b>	
Yavapai County	91,067	\$10,455,089
Camp Verde	11,187	\$1,284,341
Chino Valley	12,375	\$1,420,731
Clarkdale	4,391	\$504,116
Cottonwood	12,253	\$1,406,725
Dewey-Humboldt	4,137	\$474,955
Jerome	455	\$52,237
Peoria**	0	\$0
Prescott	44,299	\$5,085,816
Prescott Valley	46,515	\$5,340,227
Sedona**	7,517	\$863,001
Wickenburg**	903	\$103,670
<b>TOTAL YAVAPAI COUNTY POPULATION</b>	<b>235,099</b>	
Yuma County	61,126	\$7,017,666
San Luis	34,778	\$3,992,743
Somerton	16,554	\$1,900,508
Wellton	3,044	\$349,471
Yuma	98,285	\$11,283,763
<b>TOTAL YUMA COUNTY POPULATION</b>	<b>213,787</b>	
<b>AZCARES FUND TOTAL ALLOCATIONS</b>	<b>7,278,717</b>	<b>\$440,745,718</b>

\*US Census Bureau, 2019 Estimated

\*\*City/town boundaries are in two (2) counties, total combined allocation is listed on last page

<b>CITY/TOWN</b>	<b>TOTAL ALLOCATION</b>
*Boundaries overlap two counties	
Apache Junction	\$4,887,430
Hayden	\$72,443
Marana	\$5,628,966
Peoria	\$20,201,477
Queen Creek	\$5,842,506
Sedona	\$1,186,985
Winkelman	\$40,297
Wickenburg	\$929,015



Monthly YCIPTA board meeting report RatpDev

Oliver Cromwell GM

08/20/2020

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

#### COVID 19.

- Starting Monday August 17<sup>th</sup>, YCAT began operating additional routes along with increased route times due to schools and colleges opening. Safety precautions as still being implemented to protect our operators and the public, entry in rear door only unless wheelchair ramp is needed, reduced passenger capacity, some seats blocked off to increase passenger distance. Current fixed route services will remain in effect until further notice.
- In addition to our normal cleaning and sanitizing we also have a cleaning company sanitize all vehicles nightly.

#### Maintenance Audit.

- Completed, see attachments.
- We have reached out to several companies to preform a complete maintenance audit for YCAT to confirm all discrepancies have been addressed. YICPTA will be given the three estimates for services when received. Update, as this time the companies do not have an ETA on when they would be able to conduct the audit due to Covid 19.

#### Staffing levels

- To date staffing levels are lower then normal in Operations and Utilities this is due to Covid 19 and high unemployment payments, we are remaining diligent in our recruiting efforts





## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.yciptaz.gov](http://www.yciptaz.gov)

### Transit Directors Report June – August 2020

- **Property Update:** FTA has approved the (CE) Categorical Exclusion for the purchase of the property, FAA has also provided approval on height restriction as well as all permitting has been completed and escrow is to close by 8/31/2020. Please see attached FTA and FAA approvals.
- **SRTP:** Community survey is live on the YCIPTA and YMPO websites. This week we have completed 6 focus group virtual meetings and 2 virtual public meetings. There was attendance at all the meetings except for one of the focus groups no one attended. Please see attached Power Point presentation that was used for the public and focus group meetings. For those of you that were unable to attend if you have any comments for feedback please email them to me and I will forward on to the consultants or arrange a one on one call with them.
- **COVID-19:** YCIPTA and YCAT staff have not come up with any more new COVID cases and have also increase some of the service such as Yellow 95/Orange 2 is back to normal hours, increased hours to the Green 4 and Silver Route 9 is at normal service hours. The increase in these route is due to the college and other schools reopening to come extent.
- **New Vehicles:** YCIPTA received three new vehicles on Thursday. Two 21 passenger and one 9 passenger.



- **Upcoming Projects:**  
Strategic Plan
- **Upcoming Events/Conferences/Meetings:**  
All have been cancelled for now

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Shelly Kreger, Transit Director



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IX  
Arizona, California,  
Hawaii, Nevada, Guam  
American Samoa,  
Northern Mariana Islands

90 7<sup>th</sup> Street  
Suite 15-300  
San Francisco, CA 94103-6701  
415-734-9490

888 South Figueroa Street  
Suite 440  
Los Angeles, CA 90017-5467  
213-202-3950

August 5, 2020

Ms. Shelly Kregar  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85365-1900

Re: Categorical Exclusion Determination for  
Real Property Acquisition, Yuma, AZ

Dear Ms. Kregar:

The Federal Transit Administration (FTA) has completed our review of your July 15, 2020 letter and supporting documentation requesting an environmental determination for a property acquisition of the real property located at 3300 Arizona Avenue in Yuma, Arizona. Based on the information presented in your letter and the documentation you submitted, FTA has determined that the project qualifies as a categorical exclusion under 23 CFR Part 771.118(c)(6), *Acquisition or Transfer of the Interest in Real Property*:

*“Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements.”*

The proposed project is for acquisition of the property for potential use as a maintenance and operations facility.

This review finds that the project: is not within or adjacent to recognized environmentally sensitive areas; does not result in a substantial change in the functional use of the property; or result in substantial displacements.

Please be advised that acquiring property pursuant to this categorical exclusion must not limit the evaluation of alternatives when the future FTA-assisted project is evaluated by the FTA environmental review process, which must allow for the possibility that the property will not be used for the project. Further, there can be no substantial change in the use of the property and no construction or other activities until a further environmental review and determination is completed by FTA.


Finally, acquiring the property must also comply with the Uniform Relocation Act requirements.

If you have any questions about this determination, please contact Mr. Ted Matley, Director of Planning and Program Development, at (415)734-9468, or by email at [ted.matley@dot.gov](mailto:ted.matley@dot.gov).

Sincerely,

**RAYMOND S  
TELLIS**

Ray Tellis  
Regional Administrator

 Digitally signed by RAYMOND S  
TELLIS  
Date: 2020.08.05 10:44:22 -07'00'



Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2020-AWP-7710-OE

Issued Date: 08/18/2020

Shelly Kreger  
 Yuma County Intergovernmental Public Transportatio  
 2715 East 14th Street  
 Yuma, AZ 85365

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building YCAT Facility  
 Location: Yuma, AZ  
 Latitude: 32-39-59.56N NAD 83  
 Longitude: 114-36-59.55W  
 Heights: 204 feet site elevation (SE)  
 30 feet above ground level (AGL)  
 234 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 02/18/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (404) 305-6337, or [nick.goodly@faa.gov](mailto:nick.goodly@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-7710-OE.

**Signature Control No: 445489180-448626579**

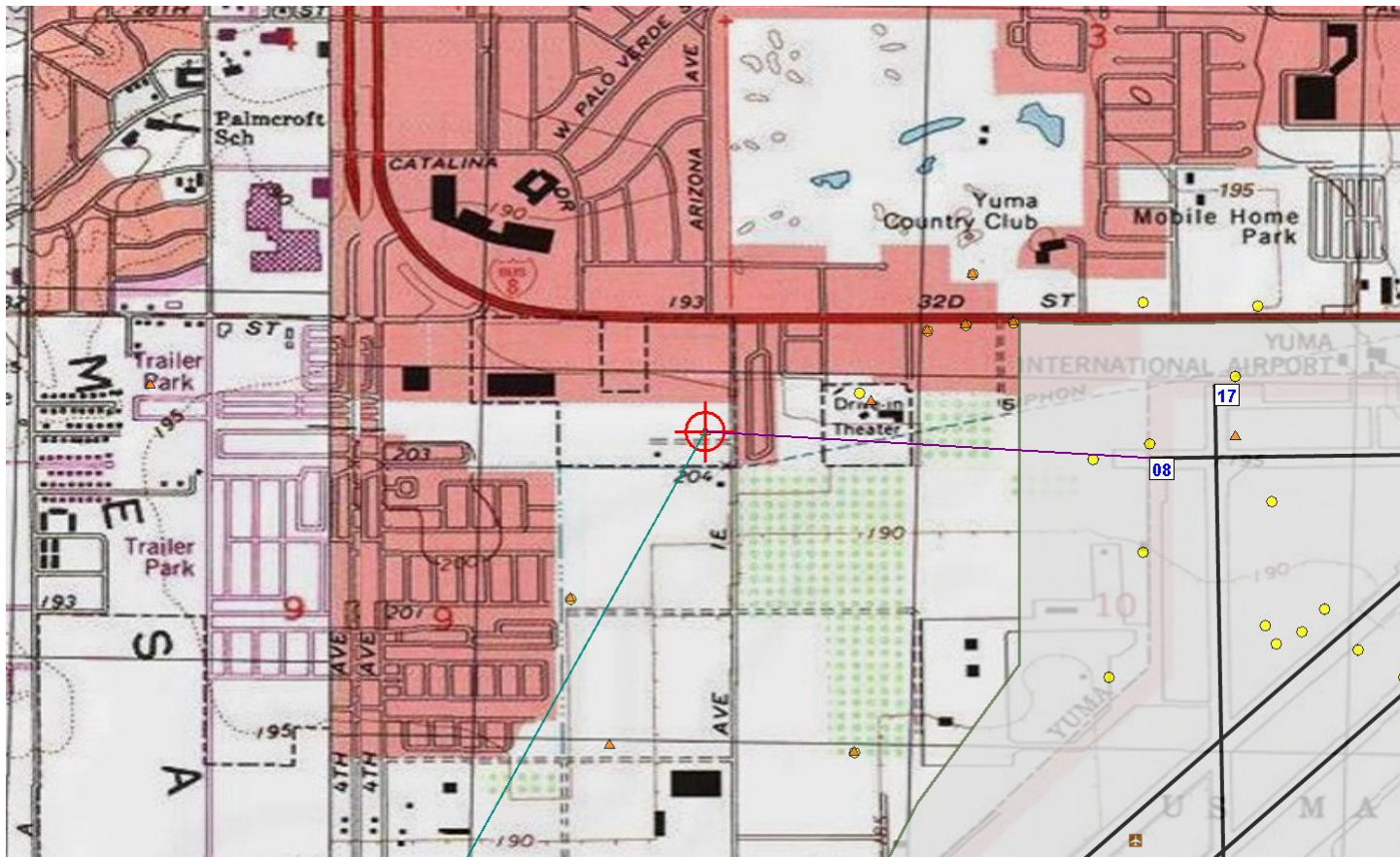
( DNE )

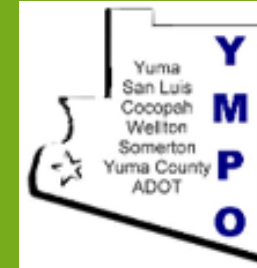
Nick Goodly  
Technician

Attachment(s)  
Case Description  
Map(s)

## Case Description for ASN 2020-AWP-7710-OE

YCAT proposes to construct a new 4,820 square foot office, a 9,200 square foot maintenance facility with vehicle wash bay, parking lot, vehicle staging area, vehicle training area, storm water retention, fueling and fuel storage facilities, storage and landscaping on this property.





# SHORT RANGE TRANSIT PLAN

## Focus Group Meeting



August 2020



- **Overview of Work Plan & Schedule**
- **Existing Transit Services**
- **Opportunities**
- **YCIPTA Mission & Vision Statements**
- **Dialogue**



## ***Short Range Transit Plan***

- To determine how public transit may better meet the short-term and longer-term needs of the community
- An Action Plan to guide the implementation of transit service improvements over the next 5+ year period.



### **Analysis of Services:**

- Fixed route
- OnCall (Demand Response)
- Vanpool Program

Route Design?

Local vs. Regional Service?

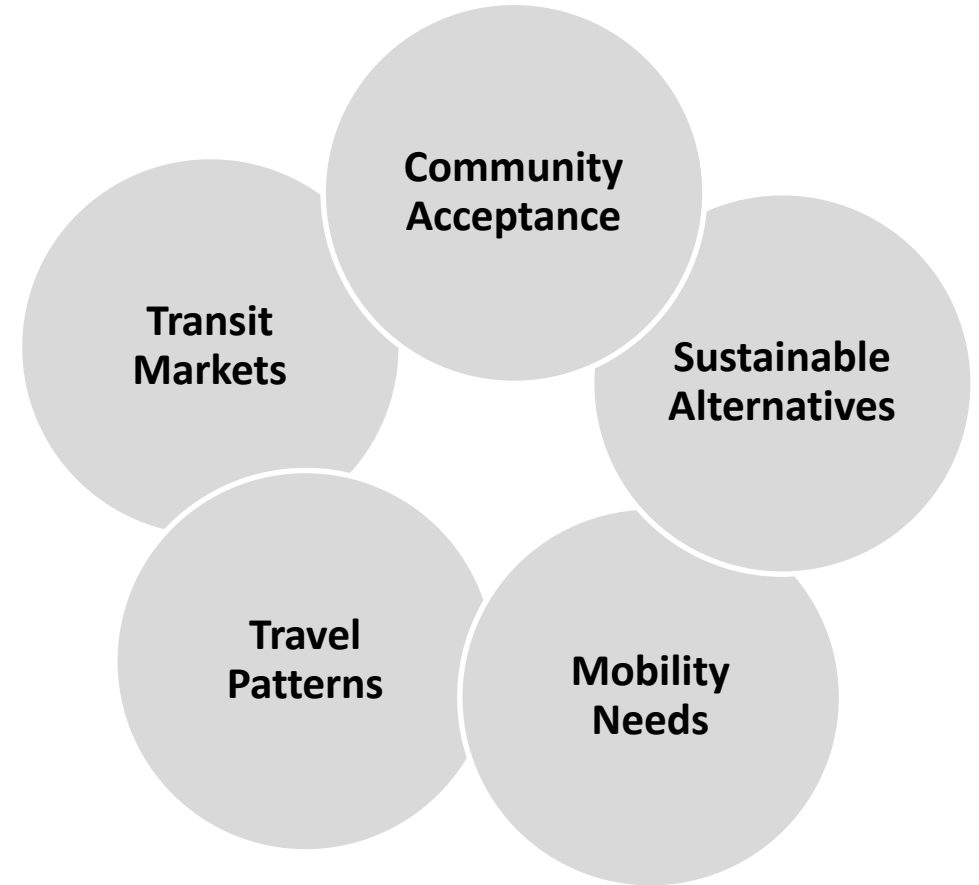
Fare Policy & Rates?

Enhancing Technology?

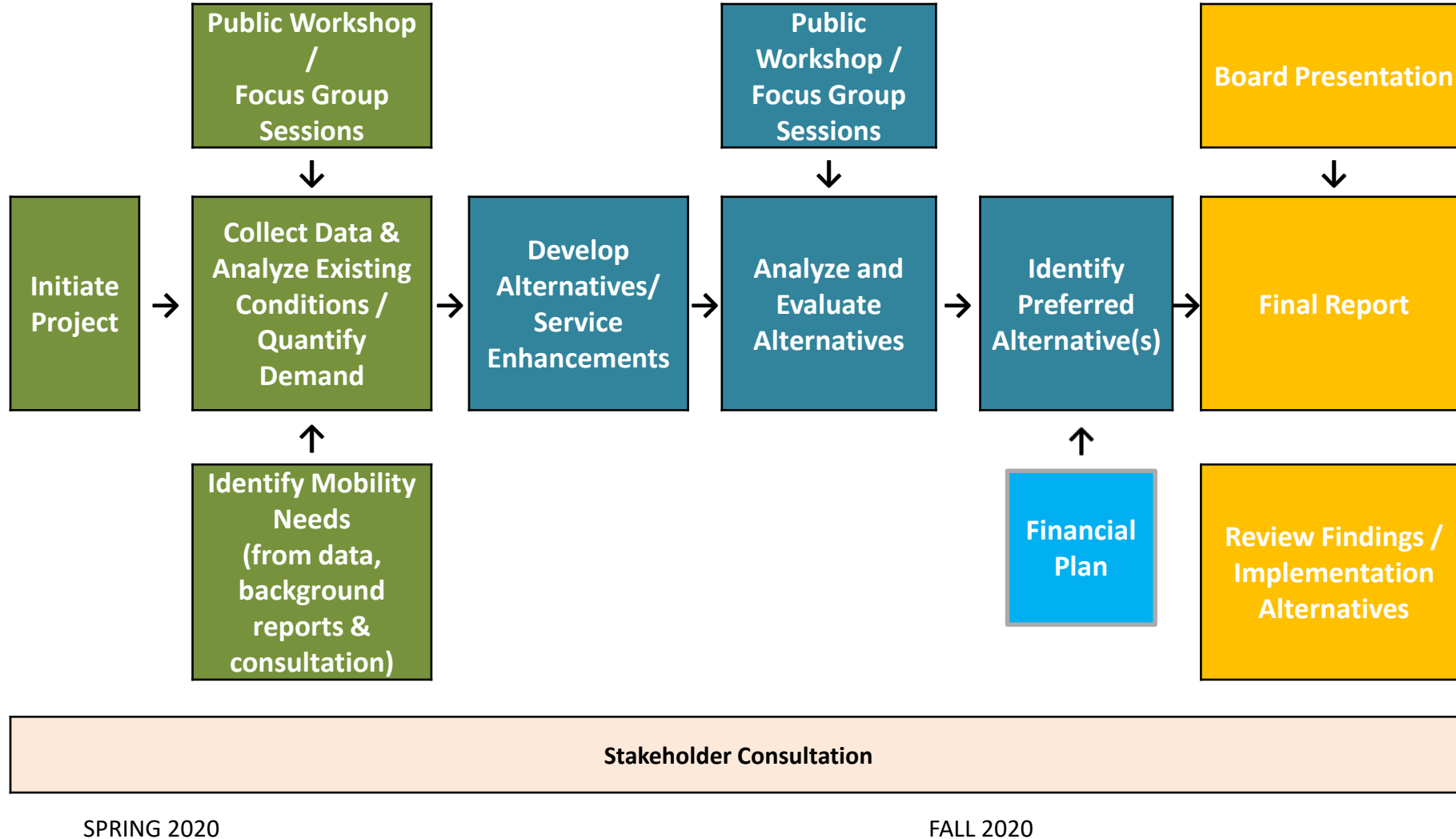


# Project Understanding & Approach – Key Considerations

- Problem identification – what is working and what is not?
- What are the County’s unmet mobility needs?  
Regional needs?
- What are the key local and regional origin & destinations?
- What are the critical markets in the study area?
- What kind of service is justified for the study area?  
Future service requirements?
- What does the community want?



# Workflow



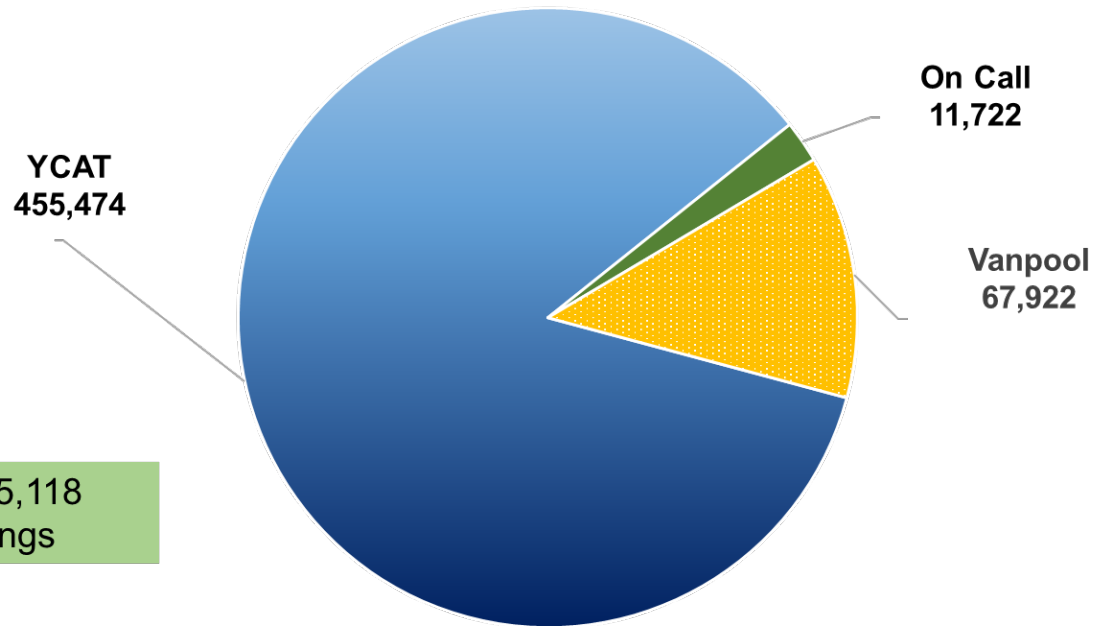
## YCAT

- 10 (weekday) bus routes
- Monday – Friday: 5:30am–10:45pm
  - NightCAT after 8:07pm
- Saturday: 9:15am – 6:30pm

## FIXED ROUTE

### OPERATING PERFORMANCE

- \$4.2m net annual operating cost
- \$9.01cost/passenger



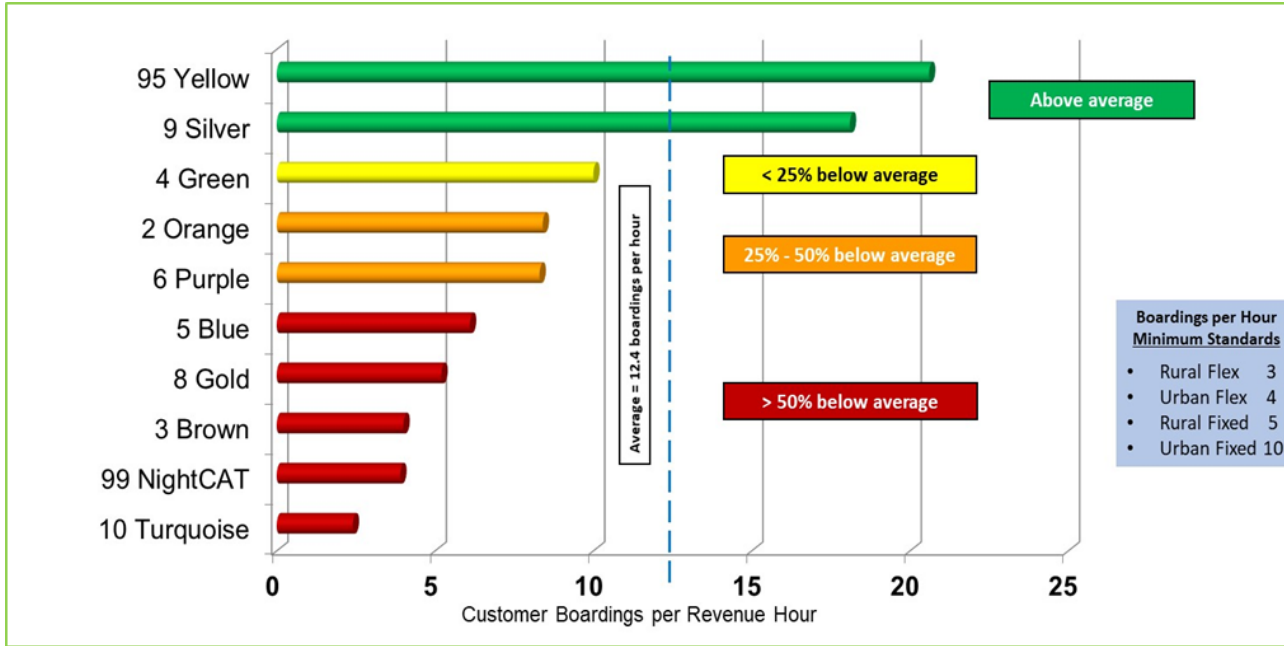
## OnCall

### OPERATING PERFORMANCE

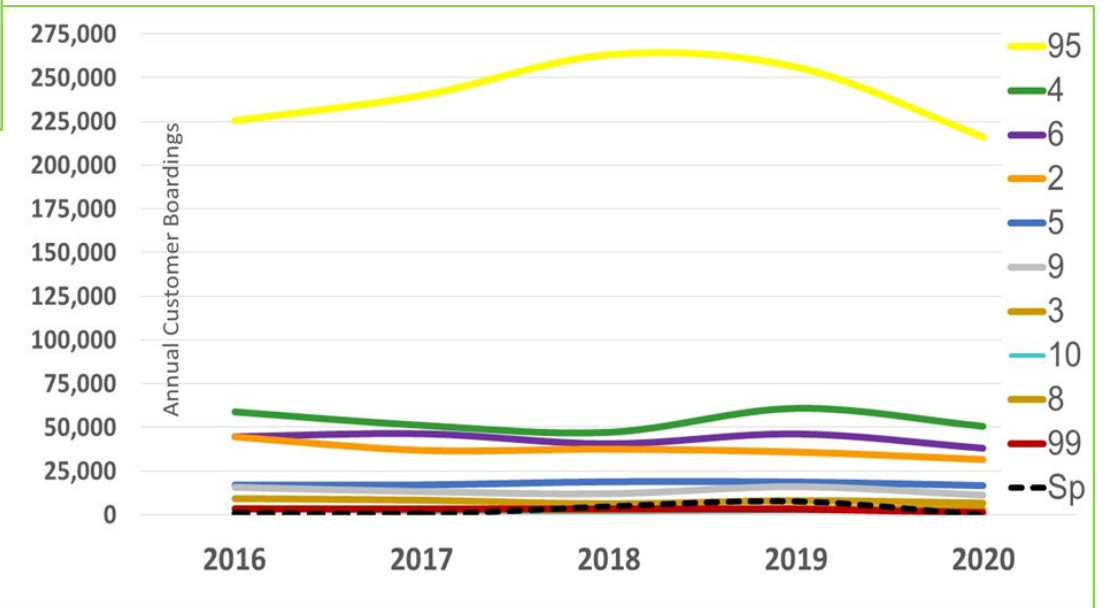
- \$232k net annual operating cost
- 2.0 trips/hour
- \$27.79 cost/passenger



# YCAT– Fixed Route



## YCAT Ranked Productivity by Route, FY 2020



## Fixed Route Ridership by Route

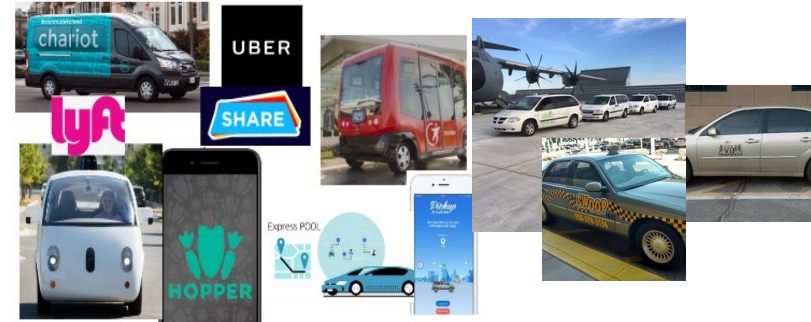




## Transit Agencies



## Supplemental / 3<sup>rd</sup> party Vendors



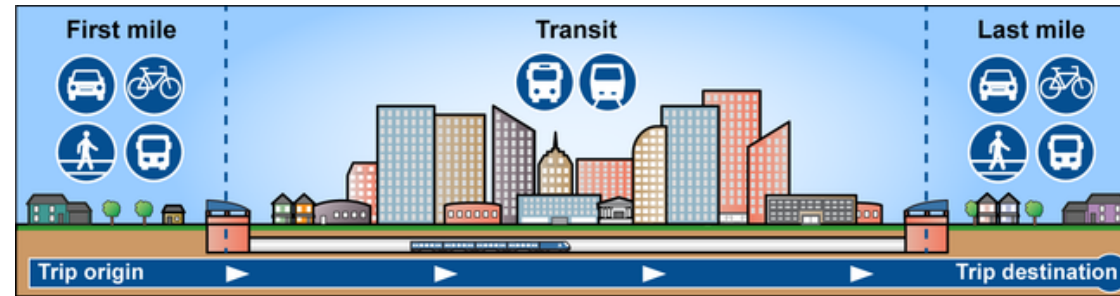
## Vehicle / Bike / e-Scooter Sharing



## Integrated Trip Planning Tools & Mobile Payment



*Expand mobility options where gaps exist in the transit network and to locations not easily served by fixed-route transit (First-Last Mile solutions).*



Source: GAO. | GAO-18-539

## **Why and When MoD services are implemented:**

- When regular service is not available (late nights & weekends)
- Extend service to lower-density suburban & rural areas
- Provide better connections to higher capacity transit services
- Potential to replace lower productive routes
- Supplement OnCall / Paratransit service



## Mission Statement

The *Yuma County Intergovernmental Public Transportation Authority* is committed to providing Yuma County with clean, affordable, reliable, efficient and safe public transportation services that aid in economic development, enhance the quality of life and ensures mobility and independence for our community.



## Vision Statement

The *Yuma County Intergovernmental Public Transportation Authority* provides a cost effective public transportation system that improves the environment, air quality and the quality of life for our residents and visitors in the region.

# We Need Your Input!

- 1) How do we best position YCAT (in a dynamic operating environment) to complement other local and/or regional initiatives (current and future)?
- 2) How might YCAT enhance the travel/mobility needs of residents, employees and visitors?
- 3) The role of transit in meeting the mobility needs of clients / program participants?
- 4) If we were to meet – 3 to 5 years from now – what would the regional transit / transportation / mobility landscape look like? 5 to 10 years from now? YCAT specifically?



## **Opinion of YCAT service? Market segments served? (Who are the customers?)**

- Area of service? Hours of service? Safe, clean & comfortable? Affordable? Punctual/on-time? Convenient?

## **Role of transit / mobility?**

- Economic engine for Yuma region?
- General Plan – future development – residential, commercial, retail, entertainment/hospitality, etc.?

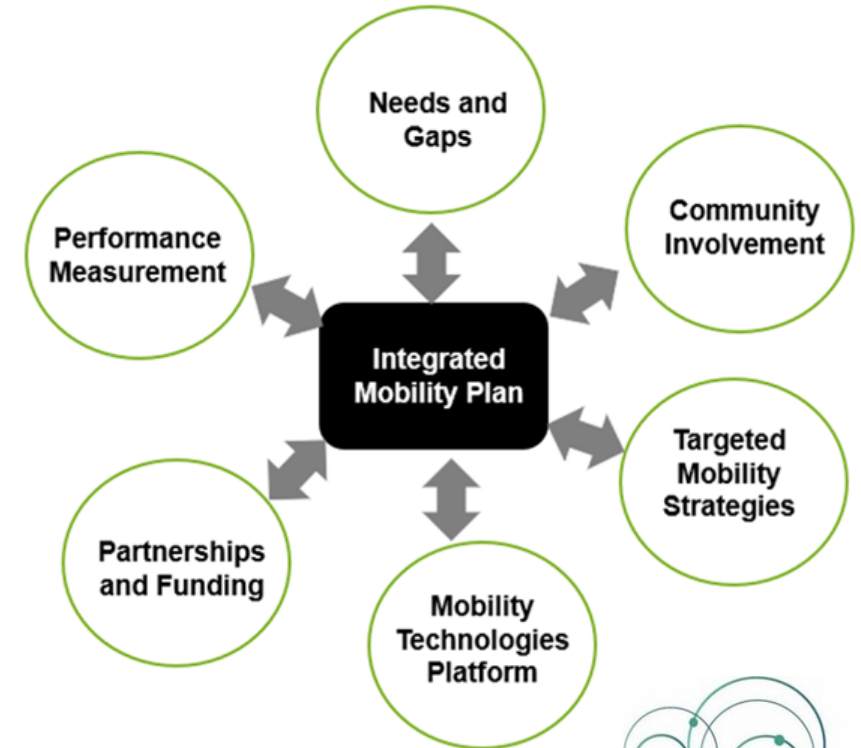


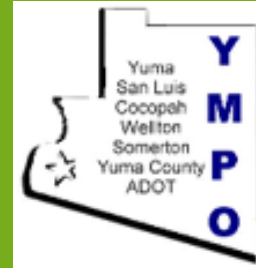
## Tell Us About:

- Any unmet needs?
- Obstacles to accessing transportation?
- Opportunities to expand the reach of fixed-route transit?
- Your thoughts on the role of technology?
- Strategies to address gaps or obstacles? Priorities?

## TARGETED MOBILITY SOLUTIONS?

- ISSUES & CHALLENGES ?
  - What works well? And not so well?
- TRAVEL NEEDS & REQUIREMENTS ?





# SHORT RANGE TRANSIT PLAN

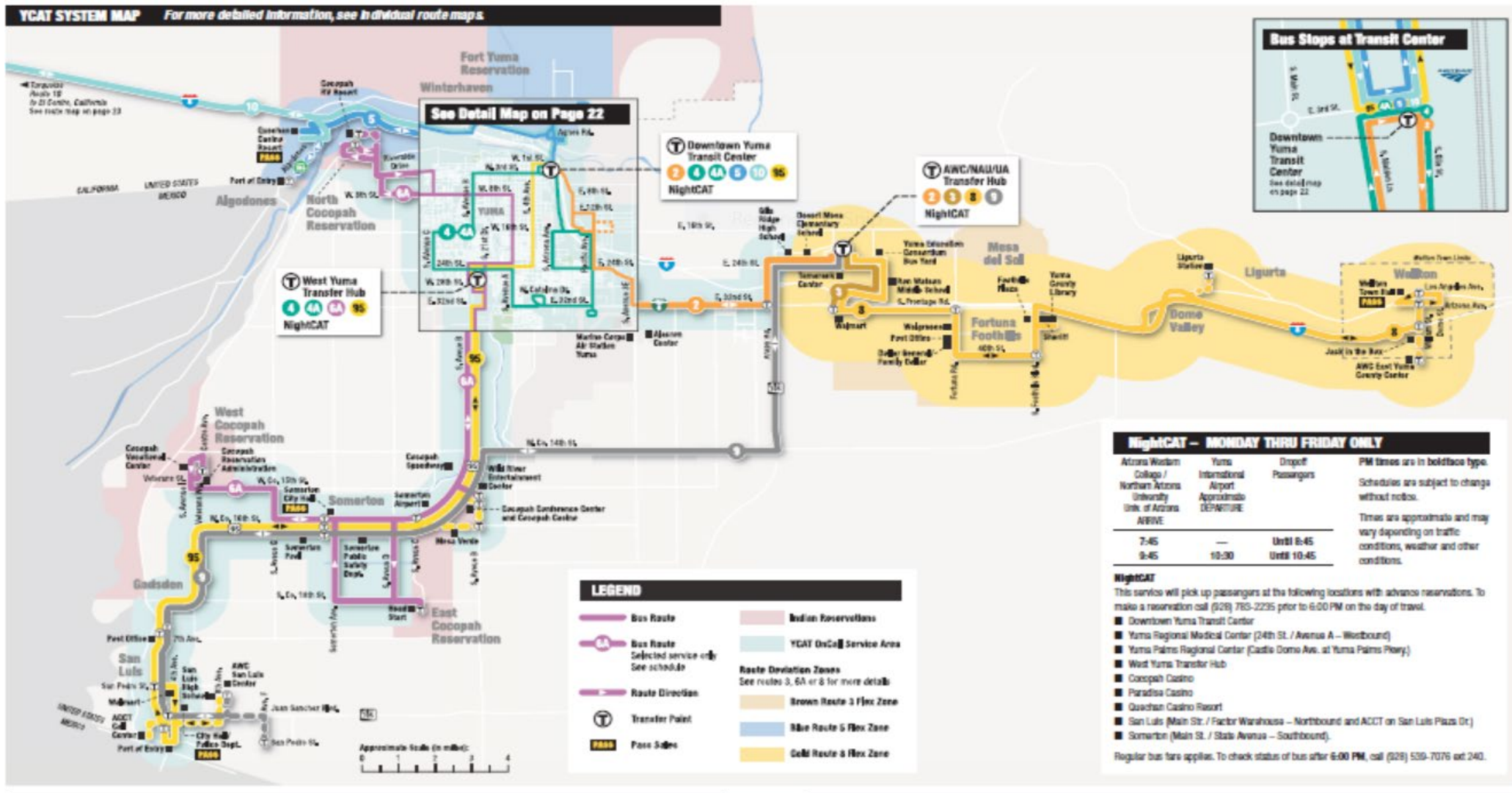
## THANK YOU



August 2020



# Yuma County Area Transit (YCAT)



## Fixed Route

Fare Type	Adult Fare	Discount Fare
Cash	\$2.00	\$1.00
Deviation (Routes 3, 6A, 5, 8, 10 in El Centro)	\$2.00	\$2.00
Route 10 Cash only	\$2.00	\$2.00
Day pass	\$5.00	\$2.50
10-Ride Pass	\$17.50	\$7.50
31-day pass	\$60.00	\$30.00
Child (age 5 & under) – up to four	NA	Free
Child (age 5 & under) – fifth or more	NA	\$1.00
AWC/NAU/UA	Free w/ ID	Free w/ ID
Cocopah Tribal member	Free w/ ID	Free w/ ID
High School	NA	Free w/ ID
Class Pass	NA	\$45.00

## OnCall

Fare Type	Fare
One-way	\$4.00
10-Ride Pass	\$35.00
YCAT Pass Upgrade	\$2.00
Buddy Fare (5+ traveling together)	\$2.00 per person
Transfer from Fixed Route	Free
Personal Care Attendant	Free
Child under 5 years old (up to four)	Free
Child under 5 years old (fifth or more)	\$2.00



What types of *YCAT* service improvements would you like to see?

- Better information on how to use *YCAT*?
- Later night service? or Earlier morning service?
- More bus stops? More shelters or benches?
- More frequent bus service? Local? Regional?
- Technology - opportunities?
- Improved bus service to (any specific location)?
- Other?

**OPPORTUNITIES TO  
BEST MEET YOUR  
TRANSIT/MOBILITY  
NEEDS**

**WHAT ATTRIBUTES  
WOULD ENCOURAGE YOU  
TO USE TRANSIT FOR  
SOME OF YOUR TRIPS?**

Cost? Convenience?

Travel Time? Flexibility?

Technology? Other?

**Thoughts on:**

- **Current route design?**
- **Technology – providing real-time customer information?**





“When barriers get in the way of people with disabilities participating fully in society as a result of their disabilities, everyone loses.”

## Americans with Disabilities Act (ADA)

Specific standards for fixed route and paratransit services

### What do you think about?

- Eligibility criteria?
- Availability of service?
- Advance booking requirements?
- Scheduling windows?
- On-time performance? Service reliability?
- Travel times?
- Fares?
- Passenger information?
- Ease of booking a trip?
- Technology - opportunities? A mobile phone app for real-time information?

*Anything else?*

*What is an accessibility standard?*

**An accessibility standard is a rule (set of measures, policies & practices) that organizations have to follow to identify, remove and prevent barriers.**

**Shared ride public transit for those unable to use accessible fixed-route transit**





## RIDERSHIP AND FARES

Period: 6/1/2020 to 6/30/2020

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes	Guides	
Orange 2	0	0	0	0	0	0	0	0	0	659	1	2	0	0	0	0	0	0	5	29	0	662
Brown 3	0	0	0	0	0	0	0	0	0	152	1	0	0	2	0	0	0	0	1	3	0	155
Green 4	0	0	0	0	0	0	0	0	0	1,186	0	1	0	0	0	0	0	0	8	48	0	1,187
Blue 5	0	0	0	0	0	0	0	0	0	715	0	1	0	0	0	0	0	0	11	35	0	716
Purple 6	0	0	0	0	0	0	0	0	0	1,243	0	0	0	0	0	0	0	0	13	74	0	1,243
Gold 8	0	0	0	0	0	0	0	0	0	159	0	0	0	0	0	0	0	0	2	10	0	159
Turquoise 10	0	0	0	0	0	0	0	0	0	119	0	0	0	0	0	0	0	0	7	18	0	119
Yellow 95	3	0	0	0	0	0	0	0	0	7,879	1	5	0	0	0	4	0	0	66	324	0	7,892
<b>Grand Total:</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,112</b>	<b>3</b>	<b>9</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>113</b>	<b>541</b>	<b>0</b>	<b>12,133</b>

### REVENUE:

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



# RIDERSHIP AND FARES

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

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

## REVENUE:

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



## Yuma County Intergovernmental Public Transportation Authority

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

### Summary Financial Report for June and July 2020

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

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

#### July 2020

Greyhound	\$2,832.25
General	\$43,026.62
Payroll	\$7,354.76
Fare Revenue	\$1,800.93

#### July 2020

YC Treasurer	\$142,932.52
--------------	--------------

#### Greyhound sales by Month

June 2020	\$ 2,519.15
July 2020	\$3,944.00

#### Fare Revenue by Month

##### **June 2020**

YCAT	\$0.00
On Call	\$0.00

##### **July 2020**

YCAT	\$0.00
On Call	\$0.00

*Accounts payable* as of July 31, 2020 was \$656,546.15  
*Accounts receivable* as of July 31, 2020 was \$1,490,017.44

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

	Jun 20	Jul '19 - Jun 20	YTD Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>40000 - Intergovernmental</b>					
<b>40700 - Miscellaneous Revenues</b>					
40799-3 - Advertising Sales	0.00	189.00	16,000.00	-15,811.00	1.18%
40799-4 - Greyhound Commissions - YCIPTA	1,117.00	7,939.65	26,400.00	-18,460.35	30.07%
40799-5 - Interest	0.36	3,230.86	1,200.00	2,030.86	269.24%
40799-6 - Miscellaneous Revenues	0.00	2,407.79	2,000.00	407.79	120.39%
<b>Total 40700 - Miscellaneous Revenues</b>	<b>1,117.36</b>	<b>13,767.30</b>	<b>45,600.00</b>	<b>-31,832.70</b>	<b>30.19%</b>
<b>40900 - Local Funding</b>					
40900-2 - Local Transit Dues	0.00	516,739.00	516,739.00	0.00	100.0%
40900-4 - Contributions Public Entities	17,981.00	547,774.61	557,628.00	-9,853.39	98.23%
<b>Total 40900 - Local Funding</b>	<b>17,981.00</b>	<b>1,064,513.61</b>	<b>1,074,367.00</b>	<b>-9,853.39</b>	<b>99.08%</b>
<b>41101 - State Grants</b>					
41101-1 - ADOT 5311	0.00	1,234,230.62	1,157,552.00	76,678.62	106.62%
41101-2 - ADOT 5310	0.00	17,793.54	25,000.00	-7,206.46	71.17%
<b>Total 41101 - State Grants</b>	<b>0.00</b>	<b>1,252,024.16</b>	<b>1,182,552.00</b>	<b>69,472.16</b>	<b>105.88%</b>
<b>41300 - Federal Grant Revenue</b>					
41399-1 - FTA 5307	349,668.00	1,219,920.00	6,046,633.00	-4,826,713.00	20.18%
41399-4 - STP Capital Grant	0.00	173,247.00	301,240.00	-127,993.00	57.51%
<b>Total 41300 - Federal Grant Revenue</b>	<b>349,668.00</b>	<b>1,393,167.00</b>	<b>6,347,873.00</b>	<b>-4,954,706.00</b>	<b>21.95%</b>
<b>Total 40000 - Intergovernmental</b>	<b>368,766.36</b>	<b>3,723,472.07</b>	<b>8,650,392.00</b>	<b>-4,926,919.93</b>	<b>43.04%</b>
<b>41000 - Charges for Service</b>					
<b>40100 - Fare Revenue</b>					
40101 - YCAT Fares	0.00	325,093.89	455,748.00	-130,654.11	71.33%
40190 - On Call Fares	0.00	1,093.54	3,600.00	-2,506.46	30.38%
<b>Total 40100 - Fare Revenue</b>	<b>0.00</b>	<b>326,187.43</b>	<b>459,348.00</b>	<b>-133,160.57</b>	<b>71.01%</b>
<b>Total 41000 - Charges for Service</b>	<b>0.00</b>	<b>326,187.43</b>	<b>459,348.00</b>	<b>-133,160.57</b>	<b>71.01%</b>
<b>Total Income</b>	<b>368,766.36</b>	<b>4,049,659.50</b>	<b>9,109,740.00</b>	<b>-5,060,080.50</b>	<b>44.45%</b>
<b>Gross Profit</b>	<b>368,766.36</b>	<b>4,049,659.50</b>	<b>9,109,740.00</b>	<b>-5,060,080.50</b>	<b>44.45%</b>
<b>Expense</b>					
<b>50100 - Salaries and Wages</b>					
50102 - Regular Salaries and Wage	21,407.74	328,544.76	368,376.00	-39,831.24	89.19%
50104 - Regular Salaries Paid Leave	7,894.64	12,047.51			
<b>Total 50100 - Salaries and Wages</b>	<b>29,302.38</b>	<b>340,592.27</b>	<b>368,376.00</b>	<b>-27,783.73</b>	<b>92.46%</b>
<b>50200 - Fringe Benefits</b>					
50201 - FICA- SS & Medicare	2,183.52	25,940.79	75,591.00	-49,650.21	34.32%
50202 - ASRS	3,378.24	41,309.13	44,610.00	-3,300.87	92.6%

**Yuma County Intergovernmental Public Transportation Auth.  
Executive Board P&L  
June 2019**

	Jun 19	Jul 18 - Jun 19	YTD Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>40000 - Intergovernmental</b>					
<b>40700 - Miscellaneous Revenues</b>					
40799-3 - Advertising Sales	0.00	793.75	16,000.00	-15,206.25	4.96%
40799-4 - Greyhound Commissions - YCIPTA	-24.76	20,032.49	31,200.00	-11,167.51	64.21%
40799-5 - Interest	149.33	9,052.80	1,200.00	7,852.80	754.4%
40799-6 - Miscellaneous Revenues	163.54	2,873.34	2,000.00	873.34	143.67%
<b>Total 40700 - Miscellaneous Revenues</b>	<b>288.11</b>	<b>32,752.38</b>	<b>50,400.00</b>	<b>-17,647.62</b>	<b>64.99%</b>
<b>40900 - Local Funding</b>					
40900-2 - Local Transit Dues	0.00	516,739.00	516,739.00	0.00	100.0%
40900-4 - Contributions Public Entities	47,516.27	572,708.49	494,023.00	78,685.49	115.93%
<b>Total 40900 - Local Funding</b>	<b>47,516.27</b>	<b>1,089,447.49</b>	<b>1,010,762.00</b>	<b>78,685.49</b>	<b>107.79%</b>
<b>41101 - State Grants</b>					
41101-1 - ADOT 5311	92,531.80	1,258,707.24	1,643,938.00	-385,230.76	76.57%
41101-2 - ADOT 5310	0.00	3,719.13	25,000.00	-21,280.87	14.88%
<b>Total 41101 - State Grants</b>	<b>92,531.80</b>	<b>1,262,426.37</b>	<b>1,668,938.00</b>	<b>-406,511.63</b>	<b>75.64%</b>
<b>41300 - Federal Grant Revenue</b>					
41399-1 - FTA 5307	123,918.00	3,533,210.00	8,618,502.00	-5,085,292.00	41.0%
41399-4 - STP Capital Grant	165,165.00	260,757.00	414,985.00	-154,228.00	62.84%
<b>Total 41300 - Federal Grant Revenue</b>	<b>289,083.00</b>	<b>3,793,967.00</b>	<b>9,033,487.00</b>	<b>-5,239,520.00</b>	<b>42.0%</b>
<b>Total 40000 - Intergovernmental</b>	<b>429,419.18</b>	<b>6,178,593.24</b>	<b>11,763,587.00</b>	<b>-5,584,993.76</b>	<b>52.52%</b>
<b>41000 - Charges for Service</b>					
<b>40100 - Fare Revenue</b>					
40101 - YCAT Fares	35,541.84	415,120.51	423,447.00	-8,326.49	98.03%
40190 - On Call Fares	11.50	2,753.92	6,663.00	-3,909.08	41.33%
<b>Total 40100 - Fare Revenue</b>	<b>35,553.34</b>	<b>417,874.43</b>	<b>430,110.00</b>	<b>-12,235.57</b>	<b>97.16%</b>
<b>Total 41000 - Charges for Service</b>	<b>35,553.34</b>	<b>417,874.43</b>	<b>430,110.00</b>	<b>-12,235.57</b>	<b>97.16%</b>
<b>Total Income</b>	<b>464,972.52</b>	<b>6,596,467.67</b>	<b>12,193,697.00</b>	<b>-5,597,229.33</b>	<b>54.1%</b>
<b>Gross Profit</b>	<b>464,972.52</b>	<b>6,596,467.67</b>	<b>12,193,697.00</b>	<b>-5,597,229.33</b>	<b>54.1%</b>
<b>Expense</b>					
<b>50100 - Salaries and Wages</b>					
50102 - Regular Salaries and Wage	34,986.71	309,698.75	359,677.00	-49,978.25	86.11%
<b>Total 50100 - Salaries and Wages</b>	<b>34,986.71</b>	<b>309,698.75</b>	<b>359,677.00</b>	<b>-49,978.25</b>	<b>86.11%</b>
<b>50200 - Fringe Benefits</b>					
50201 - FICA- SS & Medicare	1,784.34	23,656.28	72,691.00	-49,034.72	32.54%
50202 - ASRS	1,376.16	33,349.89	42,442.00	-9,092.11	78.58%

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<b>50203 - Health Insurance</b>	3,593.34	39,854.99	44,988.00	-5,133.01	88.59%
<b>50204 - FUTA</b>	0.00	32.65	500.00	-467.35	6.53%
<b>50205 - Life Insurance</b>	78.40	763.95	768.00	-4.05	99.47%
<b>50207 - State Unemployment</b>	0.00	0.00	3,000.00	-3,000.00	0.0%
<b>50208 - Workers Compensation Ins</b>	0.00	2,755.00	2,500.00	255.00	110.2%
<b>Total 50200 - Fringe Benefits</b>	<b>9,233.50</b>	<b>110,656.51</b>	<b>171,957.00</b>	<b>-61,300.49</b>	<b>64.35%</b>
<b>50300 - Services</b>					
<b>50301-1 - ADA Paratransit</b>	7,108.96	117,080.81	129,324.00	-12,243.19	90.53%
<b>50301-2 - Accounting &amp; Audit</b>	0.00	0.00	38,000.00	-38,000.00	0.0%
<b>50301-3 - Vanpool Subsidy</b>	10,500.00	125,293.55	126,000.00	-706.45	99.44%
<b>50302 - Advertising</b>	3,759.13	53,797.30	80,000.00	-26,202.70	67.25%
<b>50303-1 - Legal Services</b>	1,025.00	19,308.50	25,800.00	-6,491.50	74.84%
<b>50303-2 - Cash Handel/Payroll Processing</b>	151.82	12,036.56	15,000.00	-2,963.44	80.24%
<b>50303-3 - IT Support/Web Development</b>	2,183.83	47,727.39	20,800.00	26,927.39	229.46%
<b>50304 - Temporary Help</b>	0.00	2,441.12	3,000.00	-558.88	81.37%
<b>50305-0 - Bus Contractor</b>	237,681.83	3,075,390.44	3,209,107.00	-133,716.56	95.83%
<b>50305-1 - Contract Costs</b>	5,446.66	35,984.75	100,000.00	-64,015.25	35.99%
<b>50305-2 - Equipment Maintenance</b>	0.00	3,035.33	20,000.00	-16,964.67	15.18%
<b>50305-3 - Office Equip Repair</b>	0.00	844.87	3,000.00	-2,155.13	28.16%
<b>50305-4 - Vehicle Repair &amp; Maintance</b>	7,974.98	65,195.21	231,747.00	-166,551.79	28.13%
<b>50305-5 - Building Repairs &amp; Maintance</b>	491.00	19,859.42	12,000.00	7,859.42	165.5%
<b>50305-6 - Communications/Radio Service</b>	113,080.51	121,937.22	20,000.00	101,937.22	609.69%
<b>50305-7 - Grounds Keeping/Pest Control</b>	0.00	717.60	1,500.00	-782.40	47.84%
<b>50305-8 - Software Updates/Maintenance</b>	75.88	33,259.71	55,000.00	-21,740.29	60.47%
<b>50307 - Security Services</b>	284.19	669.19	500.00	169.19	133.84%
<b>Total 50300 - Services</b>	<b>389,763.79</b>	<b>3,734,578.97</b>	<b>4,090,778.00</b>	<b>-356,199.03</b>	<b>91.29%</b>
<b>50400 - Materials and Supplies</b>					
<b>50401 - Fuel, Oil, Lubricants</b>	13,704.59	338,789.70	458,700.00	-119,910.30	73.86%
<b>50499-1 - Office Supplies</b>	904.31	9,775.32	3,000.00	6,775.32	325.84%
<b>50499-2 - Postage</b>	177.38	1,218.95	1,500.00	-281.05	81.26%
<b>50499-3 - Printing</b>	131.95	19,256.32	20,000.00	-743.68	96.28%
<b>50499-4 - Misc Materials &amp; Supplies</b>	1,635.70	13,770.34	35,400.00	-21,629.66	38.9%
<b>Total 50400 - Materials and Supplies</b>	<b>16,553.93</b>	<b>382,810.63</b>	<b>518,600.00</b>	<b>-135,789.37</b>	<b>73.82%</b>
<b>50500 - Utilities</b>					
<b>50501 - Electricity</b>	1,311.87	14,476.38	17,000.00	-2,523.62	85.16%
<b>50502-1 - Refuse Disposal</b>	244.39	2,592.30	2,000.00	592.30	129.62%
<b>50502-2 - Water - Offices</b>	201.58	1,635.24	1,500.00	135.24	109.02%
<b>Total 50500 - Utilities</b>	<b>1,757.84</b>	<b>18,703.92</b>	<b>20,500.00</b>	<b>-1,796.08</b>	<b>91.24%</b>

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<b>50203 - Health Insurance</b>	2,816.68	39,212.28	43,488.00	-4,275.72	90.17%
<b>50204 - FUTA</b>	0.00	287.25	500.00	-212.75	57.45%
<b>50205 - Life Insurance</b>	62.05	687.00	768.00	-81.00	89.45%
<b>50207 - State Unemployment</b>	0.00	5,520.00	3,000.00	2,520.00	184.0%
<b>50208 - Workers Compensation Ins</b>	916.00	2,043.30	2,500.00	-456.70	81.73%
<b>Total 50200 - Fringe Benefits</b>	<b>6,955.23</b>	<b>104,756.00</b>	<b>165,389.00</b>	<b>-60,633.00</b>	<b>63.34%</b>
<b>50300 - Services</b>					
<b>50301-1 - ADA Paratransit</b>	9,282.93	131,858.19	126,000.00	5,858.19	104.65%
<b>50301-2 - Accounting &amp; Audit</b>	0.00	12,000.00	28,000.00	-16,000.00	42.86%
<b>50301-3 - Vanpool Subsidy</b>	9,900.00	116,880.00	0.00	116,880.00	100.0%
<b>50302 - Advertising</b>	4,439.65	47,737.18	80,000.00	-32,262.82	59.67%
<b>50303-1 - Legal Services</b>	1,305.00	39,995.25	45,000.00	-5,004.75	88.88%
<b>50303-2 - Cash Handel/Payroll Processing</b>	642.05	8,087.37	6,500.00	1,587.37	124.42%
<b>50303-3 - IT Support/Web Development</b>	1,326.19	12,898.46	15,000.00	-2,101.54	85.99%
<b>50304 - Temporary Help</b>	0.00	3,266.38	3,000.00	266.38	108.88%
<b>50305-0 - Bus Contractor</b>	226,024.85	2,876,583.10	2,892,863.00	-16,279.90	99.44%
<b>50305-1 - Contract Costs</b>	27,083.33	121,145.52	100,000.00	21,145.52	121.15%
<b>50305-2 - Equipment Maintenance</b>	0.00	5,444.39	40,000.00	-34,555.61	13.61%
<b>50305-3 - Office Equip Repair</b>	0.00	1,222.42	3,000.00	-1,777.58	40.75%
<b>50305-4 - Vehicle Repair &amp; Maintance</b>	0.00	201,385.48	280,000.00	-78,614.52	71.92%
<b>50305-5 - Building Repairs &amp; Maintance</b>	129.01	8,969.59	12,000.00	-3,030.41	74.75%
<b>50305-6 - Communications/Radio Service</b>	0.00	14,930.09	20,000.00	-5,069.91	74.65%
<b>50305-7 - Grounds Keeping/Pest Control</b>	39.00	468.00	2,500.00	-2,032.00	18.72%
<b>50305-8 - Software Updates/Maintenance</b>	75.88	3,480.69	55,000.00	-51,519.31	6.33%
<b>50306-1 - Bus Cleaning Services</b>	0.00	7,813.80			
<b>50307 - Security Services</b>	110.00	385.00	500.00	-115.00	77.0%
<b>Total 50300 - Services</b>	<b>280,357.89</b>	<b>3,614,550.91</b>	<b>3,709,363.00</b>	<b>-94,812.09</b>	<b>97.44%</b>
<b>50400 - Materials and Supplies</b>					
<b>50401 - Fuel, Oil, Lubricants</b>	35,231.71	419,550.21	400,000.00	19,550.21	104.89%
<b>50499-1 - Office Supplies</b>	730.86	4,292.32	3,000.00	1,292.32	143.08%
<b>50499-2 - Postage</b>	146.17	1,058.44	3,000.00	-1,941.56	35.28%
<b>50499-3 - Printing</b>	542.84	14,989.52	25,000.00	-10,010.48	59.96%
<b>50499-4 - Misc Materials &amp; Supplies</b>	83.71	1,418.37	35,400.00	-33,981.63	4.01%
<b>Total 50400 - Materials and Supplies</b>	<b>36,735.29</b>	<b>441,308.86</b>	<b>466,400.00</b>	<b>-25,091.14</b>	<b>94.62%</b>
<b>50500 - Utilities</b>					
<b>50501 - Electricity</b>	1,193.03	14,886.32	17,000.00	-2,113.68	87.57%
<b>50502-1 - Refuse Disposal</b>	433.14	2,220.50	1,500.00	720.50	148.03%
<b>50502-2 - Water - Offices</b>	110.43	1,171.98	1,500.00	-328.02	78.13%
<b>Total 50500 - Utilities</b>	<b>1,736.60</b>	<b>18,278.80</b>	<b>20,000.00</b>	<b>-1,721.20</b>	<b>91.39%</b>

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<b>50600 - Casualty and Liability Insuranc</b>					
50608-1 - Gen Liab Insurance	0.00	7,473.53	4,000.00	3,473.53	186.84%
50608-2 - Prof. Liability Insurance	0.00	2,196.67	3,500.00	-1,303.33	62.76%
50608-3 - Automobile Insurance	0.00	0.00	4,500.00	-4,500.00	0.0%
<b>Total 50600 - Casualty and Liability Insuranc</b>	<b>0.00</b>	<b>9,670.20</b>	<b>12,000.00</b>	<b>-2,329.80</b>	<b>80.59%</b>
<b>50900 - Miscellaneous Expenses</b>					
50901 - Memberships/Dues/Subscriptions	120.19	12,933.89	15,000.00	-2,066.11	86.23%
50902 - Travel Expenses	-420.00	20,390.25	30,000.00	-9,609.75	67.97%
50906 - Finance Charges/Penalties	0.00	56,109.54	5,000.00	51,109.54	1,122.19%
50999-1 - License and Permits	80.00	208.00	300.00	-92.00	69.33%
50999-2 - Training/Education	0.00	3,180.00	75,044.00	-71,864.00	4.24%
50999-3 - Other Misc Expense	114.20	14,152.82			
50999-5 - Telephone/Internet	676.14	8,337.72	8,000.00	337.72	104.22%
<b>Total 50900 - Miscellaneous Expenses</b>	<b>570.53</b>	<b>115,312.22</b>	<b>133,344.00</b>	<b>-18,031.78</b>	<b>86.48%</b>
<b>51200 - Leases and Rentals</b>					
51212-1 - Building Lease	4,200.00	50,400.00	50,400.00	0.00	100.0%
<b>Total 51200 - Leases and Rentals</b>	<b>4,200.00</b>	<b>50,400.00</b>	<b>50,400.00</b>	<b>0.00</b>	<b>100.0%</b>
<b>51600 - Capital Outlay</b>					
51600-3 - Buildings/Mutli Modal Center	0.00	1,665.00	2,933,711.00	-2,932,046.00	0.06%
51600-4 - Land	0.00	10,000.00			
51600-5 - Automobiles	0.00	113,878.40	163,224.00	-49,345.60	69.77%
51600-6 - Furniture and Equipment	9,595.32	115,775.32	646,850.00	-531,074.68	17.9%
<b>Total 51600 - Capital Outlay</b>	<b>9,595.32</b>	<b>241,318.72</b>	<b>3,743,785.00</b>	<b>-3,502,466.28</b>	<b>6.45%</b>
<b>Total Expense</b>	<b>460,977.29</b>	<b>5,004,043.44</b>	<b>9,109,740.00</b>	<b>-4,105,696.56</b>	<b>54.93%</b>
<b>Net Ordinary Income</b>	<b>-92,210.93</b>	<b>-954,383.94</b>	<b>0.00</b>	<b>-954,383.94</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-92,210.93</b>	<b>-954,383.94</b>	<b>0.00</b>	<b>-954,383.94</b>	<b>100.0%</b>

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<b>50600 - Casualty and Liability Insuranc</b>					
50608-1 - Gen Liab Insurance	18.00	4,979.65	3,900.00	1,079.65	127.68%
50608-2 - Prof. Liability Insurance	0.00	0.00	3,500.00	-3,500.00	0.0%
50608-3 - Automobile Insurance	0.00	3,984.00	3,900.00	84.00	102.15%
<b>Total 50600 - Casualty and Liability Insuranc</b>	<b>18.00</b>	<b>8,963.65</b>	<b>11,300.00</b>	<b>-2,336.35</b>	<b>79.32%</b>
<b>50900 - Miscellaneous Expenses</b>					
50901 - Memberships/Dues/Subscriptions	0.00	10,443.40	18,000.00	-7,556.60	58.02%
50902 - Travel Expenses	4,195.97	29,768.01	30,000.00	-231.99	99.23%
50906 - Finance Charges/Penalties	17.40	22,818.71	5,000.00	17,818.71	456.37%
50999-1 - License and Permits	0.00	98.00	300.00	-202.00	32.67%
50999-2 - Training/Education	0.00	2,369.00	25,000.00	-22,631.00	9.48%
50999-3 - Other Misc Expense	62.00	7,316.13	200,000.00	-192,683.87	3.66%
50999-5 - Telephone/Internet	614.96	7,558.27	8,000.00	-441.73	94.48%
<b>Total 50900 - Miscellaneous Expenses</b>	<b>4,890.33</b>	<b>80,371.52</b>	<b>286,300.00</b>	<b>-205,928.48</b>	<b>28.07%</b>
<b>51200 - Leases and Rentals</b>					
51212-1 - Building Lease	4,200.00	50,400.00	50,400.00	0.00	100.0%
51212-2 - Leases Rental Equipment	0.00	0.00	1,000.00	-1,000.00	0.0%
<b>Total 51200 - Leases and Rentals</b>	<b>4,200.00</b>	<b>50,400.00</b>	<b>51,400.00</b>	<b>-1,000.00</b>	<b>98.05%</b>
<b>51300 - Depreciation Expense</b>	<b>379,109.00</b>	<b>379,109.00</b>			
<b>51600 - Capital Outlay</b>					
51600-3 - Buildings/Mutli Modal Center	0.00	0.00	3,499,492.00	-3,499,492.00	0.0%
51600-5 - Automobiles	-2,219,045.29	7,522.40	2,567,733.00	-2,560,210.60	0.29%
51600-6 - Furniture and Equipment	-489,178.00	-3,462.87	1,056,643.00	-1,060,105.87	-0.33%
51600-7 - Capital Asset Disposal	10,770.00	10,770.00			
<b>Total 51600 - Capital Outlay</b>	<b>-2,697,453.29</b>	<b>14,829.53</b>	<b>7,123,868.00</b>	<b>-7,109,038.47</b>	<b>0.21%</b>
<b>Total Expense</b>	<b>-1,948,464.24</b>	<b>5,022,267.02</b>	<b>12,193,697.00</b>	<b>-7,171,429.98</b>	<b>41.19%</b>
<b>Net Ordinary Income</b>	<b>2,413,436.76</b>	<b>1,574,200.65</b>	<b>0.00</b>	<b>1,574,200.65</b>	<b>100.0%</b>
<b>Net Income</b>	<b>2,413,436.76</b>	<b>1,574,200.65</b>	<b>0.00</b>	<b>1,574,200.65</b>	<b>100.0%</b>

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	Jul 20	YTD Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>40000 - Intergovernmental</b>				
<b>40700 - Miscellaneous Revenues</b>				
40799-3 - Advertising Sales	0.00	16,000.00	-16,000.00	0.0%
40799-4 - Greyhound Commissions - YCIPTA	-728.56	26,400.00	-27,128.56	-2.76%
40799-5 - Interest	314.54	1,200.00	-885.46	26.21%
40799-6 - Miscellaneous Revenues	324.86	2,000.00	-1,675.14	16.24%
<b>Total 40700 - Miscellaneous Revenues</b>	<b>-89.16</b>	<b>45,600.00</b>	<b>-45,689.16</b>	<b>-0.2%</b>
<b>40900 - Local Funding</b>				
40900-2 - Local Transit Dues	516,739.00	516,739.00	0.00	100.0%
40900-4 - Contributions Public Entities	52,500.00	702,757.00	-650,257.00	7.47%
<b>Total 40900 - Local Funding</b>	<b>569,239.00</b>	<b>1,219,496.00</b>	<b>-650,257.00</b>	<b>46.68%</b>
<b>41101 - State Grants</b>				
41101-1 - ADOT 5311	0.00	3,299,242.00	-3,299,242.00	0.0%
41101-2 - ADOT 5310	0.00	35,384.00	-35,384.00	0.0%
<b>Total 41101 - State Grants</b>	<b>0.00</b>	<b>3,334,626.00</b>	<b>-3,334,626.00</b>	<b>0.0%</b>
<b>41300 - Federal Grant Revenue</b>				
41399-1 - FTA 5307	0.00	11,363,548.00	-11,363,548.00	0.0%
41399-4 - STP Capital Grant	0.00	277,974.00	-277,974.00	0.0%
<b>Total 41300 - Federal Grant Revenue</b>	<b>0.00</b>	<b>11,641,522.00</b>	<b>-11,641,522.00</b>	<b>0.0%</b>
<b>Total 40000 - Intergovernmental</b>	<b>569,149.84</b>	<b>16,241,244.00</b>	<b>-15,672,094.16</b>	<b>3.5%</b>
<b>41000 - Charges for Service</b>				
<b>40100 - Fare Revenue</b>				
40101 - YCAT Fares	150.00	341,810.00	-341,660.00	0.04%
40190 - On Call Fares	0.00	2,700.00	-2,700.00	0.0%
<b>Total 40100 - Fare Revenue</b>	<b>150.00</b>	<b>344,510.00</b>	<b>-344,360.00</b>	<b>0.04%</b>
<b>Total 41000 - Charges for Service</b>	<b>150.00</b>	<b>344,510.00</b>	<b>-344,360.00</b>	<b>0.04%</b>
<b>Total Income</b>	<b>569,299.84</b>	<b>16,585,754.00</b>	<b>-16,016,454.16</b>	<b>3.43%</b>
<b>Gross Profit</b>	<b>569,299.84</b>	<b>16,585,754.00</b>	<b>-16,016,454.16</b>	<b>3.43%</b>
<b>Expense</b>				
<b>50100 - Salaries and Wages</b>				
50102 - Regular Salaries and Wage	29,199.42	380,780.00	-351,580.58	7.67%

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	Jul 19	YTD Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>40000 - Intergovernmental</b>				
<b>40700 - Miscellaneous Revenues</b>				
40799-3 - Advertising Sales	0.00	16,000.00	-16,000.00	0.0%
40799-4 - Greyhound Commissions - YCIPTA	3,654.66	26,400.00	-22,745.34	13.84%
40799-5 - Interest	588.58	1,200.00	-611.42	49.05%
40799-6 - Miscellaneous Revenues	8.56	2,000.00	-1,991.44	0.43%
<b>Total 40700 - Miscellaneous Revenues</b>	<b>4,251.80</b>	<b>45,600.00</b>	<b>-41,348.20</b>	<b>9.32%</b>
<b>40900 - Local Funding</b>				
40900-2 - Local Transit Dues	29,919.00	516,739.00	-486,820.00	5.79%
40900-4 - Contributions Public Entities	58,218.30	557,628.00	-499,409.70	10.44%
<b>Total 40900 - Local Funding</b>	<b>88,137.30</b>	<b>1,074,367.00</b>	<b>-986,229.70</b>	<b>8.2%</b>
<b>41101 - State Grants</b>				
41101-1 - ADOT 5311	110,393.58	1,157,552.00	-1,047,158.42	9.54%
41101-2 - ADOT 5310	0.00	25,000.00	-25,000.00	0.0%
<b>Total 41101 - State Grants</b>	<b>110,393.58</b>	<b>1,182,552.00</b>	<b>-1,072,158.42</b>	<b>9.34%</b>
<b>41300 - Federal Grant Revenue</b>				
41399-1 - FTA 5307	99,886.00	6,046,633.00	-5,946,747.00	1.65%
41399-4 - STP Capital Grant	0.00	301,240.00	-301,240.00	0.0%
<b>Total 41300 - Federal Grant Revenue</b>	<b>99,886.00</b>	<b>6,347,873.00</b>	<b>-6,247,987.00</b>	<b>1.57%</b>
<b>Total 40000 - Intergovernmental</b>	<b>302,668.68</b>	<b>8,650,392.00</b>	<b>-8,347,723.32</b>	<b>3.5%</b>
<b>41000 - Charges for Service</b>				
<b>40100 - Fare Revenue</b>				
40101 - YCAT Fares	36,437.55	455,748.00	-419,310.45	8.0%
40190 - On Call Fares	0.00	3,600.00	-3,600.00	0.0%
<b>Total 40100 - Fare Revenue</b>	<b>36,437.55</b>	<b>459,348.00</b>	<b>-422,910.45</b>	<b>7.93%</b>
<b>Total 41000 - Charges for Service</b>	<b>36,437.55</b>	<b>459,348.00</b>	<b>-422,910.45</b>	<b>7.93%</b>
<b>Total Income</b>	<b>339,106.23</b>	<b>9,109,740.00</b>	<b>-8,770,633.77</b>	<b>3.72%</b>
<b>Gross Profit</b>	<b>339,106.23</b>	<b>9,109,740.00</b>	<b>-8,770,633.77</b>	<b>3.72%</b>
<b>Expense</b>				
<b>50100 - Salaries and Wages</b>				
50102 - Regular Salaries and Wage	24,673.08	368,376.00	-343,702.92	6.7%



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50104 - Regular Salaries Paid Leave	14,288.29			
<b>Total 50100 - Salaries and Wages</b>	<b>43,487.71</b>	<b>380,780.00</b>	<b>-337,292.29</b>	<b>11.42%</b>
<b>50200 - Fringe Benefits</b>				
50201 - FICA- SS & Medicare	3,300.87	32,024.00	-28,723.13	10.31%
50202 - ASRS	5,081.81	46,531.00	-41,449.19	10.92%
50203 - Health Insurance	4,762.80	59,640.00	-54,877.20	7.99%
50204 - FUTA	0.00	600.00	-600.00	0.0%
50205 - Life Insurance	0.00	840.00	-840.00	0.0%
50207 - State Unemployment	0.00	1,500.00	-1,500.00	0.0%
50208 - Workers Compensation Ins	0.00	3,000.00	-3,000.00	0.0%
<b>Total 50200 - Fringe Benefits</b>	<b>13,145.48</b>	<b>144,135.00</b>	<b>-130,989.52</b>	<b>9.12%</b>
<b>50300 - Services</b>				
50301-1 - ADA Paratransit	0.00	145,836.00	-145,836.00	0.0%
50301-2 - Accounting & Audit	0.00	38,000.00	-38,000.00	0.0%
50301-3 - Vanpool Subsidy	0.00	126,000.00	-126,000.00	0.0%
50302 - Advertising	409.90	80,000.00	-79,590.10	0.51%
50303-1 - Legal Services	1,350.00	36,000.00	-34,650.00	3.75%
50303-2 - Cash Handel/Payroll Processing	227.73	24,000.00	-23,772.27	0.95%
50303-3 - IT Support/Web Development	2,180.00	36,000.00	-33,820.00	6.06%
50304 - Temporary Help	0.00	3,000.00	-3,000.00	0.0%
50305-0 - Bus Contractor	0.00	3,307,396.00	-3,307,396.00	0.0%
50305-1 - Contract Costs	2,083.33	100,000.00	-97,916.67	2.08%
50305-2 - Equipment Maintenance	3,402.68	20,000.00	-16,597.32	17.01%
50305-3 - Office Equip Repair	0.00	3,000.00	-3,000.00	0.0%
50305-4 - Vehicle Repair & Maintance	0.00	231,747.00	-231,747.00	0.0%
50305-5 - Building Repairs & Maintance	0.00	12,000.00	-12,000.00	0.0%
50305-6 - Communications/Radio Service	0.00	130,000.00	-130,000.00	0.0%
50305-7 - Grounds Keeping/Pest Control	0.00	1,500.00	-1,500.00	0.0%
50305-8 - Software Updates/Maintenance	75.88	55,000.00	-54,924.12	0.14%
50306-1 - Bus Cleaning Services	7,210.00	72,000.00	-64,790.00	10.01%
50307 - Security Services	0.00	1,000.00	-1,000.00	0.0%
<b>Total 50300 - Services</b>	<b>16,939.52</b>	<b>4,422,479.00</b>	<b>-4,405,539.48</b>	<b>0.38%</b>
<b>50400 - Materials and Supplies</b>				

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<b>Total 50100 - Salaries and Wages</b>	<b>24,673.08</b>	<b>368,376.00</b>	<b>-343,702.92</b>	<b>6.7%</b>
<b>50200 - Fringe Benefits</b>				
50201 - FICA- SS & Medicare	1,887.49	75,591.00	-73,703.51	2.5%
50202 - ASRS	2,752.32	44,610.00	-41,857.68	6.17%
50203 - Health Insurance	2,927.93	44,988.00	-42,060.07	6.51%
50204 - FUTA	0.00	500.00	-500.00	0.0%
50205 - Life Insurance	62.05	768.00	-705.95	8.08%
50207 - State Unemployment	0.00	3,000.00	-3,000.00	0.0%
50208 - Workers Compensation Ins	0.00	2,500.00	-2,500.00	0.0%
<b>Total 50200 - Fringe Benefits</b>	<b>7,629.79</b>	<b>171,957.00</b>	<b>-164,327.21</b>	<b>4.44%</b>
<b>50300 - Services</b>				
50301-1 - ADA Paratransit	10,700.29	129,324.00	-118,623.71	8.27%
50301-2 - Accounting & Audit	0.00	38,000.00	-38,000.00	0.0%
50301-3 - Vanpool Subsidy	10,200.00	126,000.00	-115,800.00	8.1%
50302 - Advertising	4,886.71	80,000.00	-75,113.29	6.11%
50303-1 - Legal Services	900.00	25,800.00	-24,900.00	3.49%
50303-2 - Cash Handel/Payroll Processing	676.78	15,000.00	-14,323.22	4.51%
50303-3 - IT Support/Web Development	20,697.98	20,800.00	-102.02	99.51%
50304 - Temporary Help	2,441.12	3,000.00	-558.88	81.37%
50305-0 - Bus Contractor	296,082.53	3,209,107.00	-2,913,024.47	9.23%
50305-1 - Contract Costs	2,083.33	100,000.00	-97,916.67	2.08%
50305-2 - Equipment Maintenance	0.00	20,000.00	-20,000.00	0.0%
50305-3 - Office Equip Repair	24.87	3,000.00	-2,975.13	0.83%
50305-4 - Vehicle Repair & Maintance	0.00	231,747.00	-231,747.00	0.0%
50305-5 - Building Repairs & Maintance	393.40	12,000.00	-11,606.60	3.28%
50305-6 - Communications/Radio Service	0.00	20,000.00	-20,000.00	0.0%
50305-7 - Grounds Keeping/Pest Control	39.00	1,500.00	-1,461.00	2.6%
50305-8 - Software Updates/Maintenance	2,911.22	55,000.00	-52,088.78	5.29%
50306-1 - Bus Cleaning Services	0.00			
50307 - Security Services	0.00	500.00	-500.00	0.0%
<b>Total 50300 - Services</b>	<b>352,037.23</b>	<b>4,090,778.00</b>	<b>-3,738,740.77</b>	<b>8.61%</b>
<b>50400 - Materials and Supplies</b>				

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<b>50401 - Fuel, Oil, Lubricants</b>	16,359.28	460,000.00	-443,640.72	3.56%
<b>50499-1 - Office Supplies</b>	45.52	20,000.00	-19,954.48	0.23%
<b>50499-2 - Postage</b>	75.09	1,500.00	-1,424.91	5.01%
<b>50499-3 - Printing</b>	348.25	30,000.00	-29,651.75	1.16%
<b>50499-4 - Misc Materials &amp; Supplies</b>	2,882.54	130,000.00	-127,117.46	2.22%
<b>Total 50400 - Materials and Supplies</b>	19,710.68	641,500.00	-621,789.32	3.07%
<b>50500 - Utilities</b>				
<b>50501 - Electricity</b>	1,464.85	20,000.00	-18,535.15	7.32%
<b>50502-1 - Refuse Disposal</b>	250.23	4,000.00	-3,749.77	6.26%
<b>50502-2 - Water - Offices</b>	155.07	2,500.00	-2,344.93	6.2%
<b>Total 50500 - Utilities</b>	1,870.15	26,500.00	-24,629.85	7.06%
<b>50600 - Casualty and Liability Insuranc</b>				
<b>50608-1 - Gen Liab Insurance</b>	0.00	4,000.00	-4,000.00	0.0%
<b>50608-2 - Prof. Liability Insurance</b>	0.00	3,500.00	-3,500.00	0.0%
<b>50608-3 - Automobile Insurance</b>	0.00	4,500.00	-4,500.00	0.0%
<b>Total 50600 - Casualty and Liability Insuranc</b>	0.00	12,000.00	-12,000.00	0.0%
<b>50900 - Miscellaneous Expenses</b>				
<b>50901 - Memberships/Dues/Subscriptions</b>	0.00	20,000.00	-20,000.00	0.0%
<b>50902 - Travel Expenses</b>	6,000.00	30,000.00	-24,000.00	20.0%
<b>50906 - Finance Charges/Penalties</b>	0.00	20,000.00	-20,000.00	0.0%
<b>50999-1 - License and Permits</b>	0.00	300.00	-300.00	0.0%
<b>50999-2 - Training/Education</b>	0.00	71,797.00	-71,797.00	0.0%
<b>50999-3 - Other Misc Expense</b>	0.00	8,000.00	-8,000.00	0.0%
<b>50999-5 - Telephone/Internet</b>	712.59	10,000.00	-9,287.41	7.13%
<b>Total 50900 - Miscellaneous Expenses</b>	6,712.59	160,097.00	-153,384.41	4.19%
<b>51200 - Leases and Rentals</b>				
<b>51212-1 - Building Lease</b>	8,400.00	50,400.00	-42,000.00	16.67%
<b>Total 51200 - Leases and Rentals</b>	8,400.00	50,400.00	-42,000.00	16.67%
<b>51600 - Capital Outlay</b>				
<b>51600-3 - Buildings/Mutli Modal Center</b>	0.00	2,896,632.00	-2,896,632.00	0.0%
<b>51600-6 - Furniture and Equipment</b>	2,247.51	677,652.00	-675,404.49	0.33%
<b>Total 51600 - Capital Outlay</b>	2,247.51	3,574,284.00	-3,572,036.49	0.06%

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<b>50401 - Fuel, Oil, Lubricants</b>	38,611.78	458,700.00	-420,088.22	8.42%
<b>50499-1 - Office Supplies</b>	975.40	3,000.00	-2,024.60	32.51%
<b>50499-2 - Postage</b>	63.65	1,500.00	-1,436.35	4.24%
<b>50499-3 - Printing</b>	1,018.72	20,000.00	-18,981.28	5.09%
<b>50499-4 - Misc Materials &amp; Supplies</b>	11.10	35,400.00	-35,388.90	0.03%
<b>Total 50400 - Materials and Supplies</b>	40,680.65	518,600.00	-477,919.35	7.84%
<b>50500 - Utilities</b>				
<b>50501 - Electricity</b>	1,424.39	17,000.00	-15,575.61	8.38%
<b>50502-1 - Refuse Disposal</b>	177.94	2,000.00	-1,822.06	8.9%
<b>50502-2 - Water - Offices</b>	139.62	1,500.00	-1,360.38	9.31%
<b>Total 50500 - Utilities</b>	1,741.95	20,500.00	-18,758.05	8.5%
<b>50600 - Casualty and Liability Insuranc</b>				
<b>50608-1 - Gen Liab Insurance</b>	0.00	4,000.00	-4,000.00	0.0%
<b>50608-2 - Prof. Liability Insurance</b>	0.00	3,500.00	-3,500.00	0.0%
<b>50608-3 - Automobile Insurance</b>	0.00	4,500.00	-4,500.00	0.0%
<b>Total 50600 - Casualty and Liability Insuranc</b>	0.00	12,000.00	-12,000.00	0.0%
<b>50900 - Miscellaneous Expenses</b>				
<b>50901 - Memberships/Dues/Subscriptions</b>	0.00	15,000.00	-15,000.00	0.0%
<b>50902 - Travel Expenses</b>	-398.57	30,000.00	-30,398.57	-1.33%
<b>50906 - Finance Charges/Penalties</b>	42.89	5,000.00	-4,957.11	0.86%
<b>50999-1 - License and Permits</b>	0.00	300.00	-300.00	0.0%
<b>50999-2 - Training/Education</b>	0.00	75,044.00	-75,044.00	0.0%
<b>50999-3 - Other Misc Expense</b>	58.37			
<b>50999-5 - Telephone/Internet</b>	596.66	8,000.00	-7,403.34	7.46%
<b>Total 50900 - Miscellaneous Expenses</b>	299.35	133,344.00	-133,044.65	0.22%
<b>51200 - Leases and Rentals</b>				
<b>51212-1 - Building Lease</b>	4,200.00	50,400.00	-46,200.00	8.33%
<b>Total 51200 - Leases and Rentals</b>	4,200.00	50,400.00	-46,200.00	8.33%
<b>51600 - Capital Outlay</b>				
<b>51600-3 - Buildings/Mutli Modal Center</b>	0.00	2,933,711.00	-2,933,711.00	0.0%
<b>51600-5 - Automobiles</b>	0.00	163,224.00	-163,224.00	0.0%
<b>51600-6 - Furniture and Equipment</b>	34.75	646,850.00	-646,815.25	0.01%
<b>Total 51600 - Capital Outlay</b>	34.75	3,743,785.00	-3,743,750.25	0.0%

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<b>Total Expense</b>	112,513.64	9,412,175.00	-9,299,661.36	1.2%
<b>Net Ordinary Income</b>	456,786.20	7,173,579.00	-6,716,792.80	6.37%
<b>Net Income</b>	<b>456,786.20</b>	<b>7,173,579.00</b>	<b>-6,716,792.80</b>	<b>6.37%</b>

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	<b>Jul 19</b>	<b>YTD Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Total Expense</b>	431,296.80	9,109,740.00	-8,678,443.20	4.73%
<b>Net Ordinary Income</b>	-92,190.57	0.00	-92,190.57	100.0%
<b>Net Income</b>	<b>-92,190.57</b>	<b>0.00</b>	<b>-92,190.57</b>	<b>100.0%</b>