



## 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)

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

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

**MONDAY, September 25, 2017 – 1:30 PM**  
**Yuma County Department of Development Services – Aldrich Hall**  
**2351 West 26<sup>th</sup> Street -- Yuma, AZ, 85364**

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

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

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

The agenda for the meeting is as follows:

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

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

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

Shelly Kreger, Transit Director

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

1. Adopt the July 24, 2017 regular minutes. **Pg. 4**

**DISCUSSION & ACTION ITEMS:**

1. Discussion and or action regarding the Chairman, Vice Chairman and Secretary/Treasurer positions. Action required. **Pg. 7**
2. Discussion and or action regarding the First Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding. Action required. **Pg. 17**
3. Discussion and or action regarding the First Amendment to Intergovernmental Agreement between YCIPTA and the City of Yuma for the Provision of Information Technology Services. Action required. **Pg. 21**
4. Discussion and or action regarding the Second Amendment to the Amended and Restated Agreement and Declaration of Trust of the Yuma Area Benefit Consortium Trust Agreement. Action required. **Pg. 28**
5. Discussion and or action regarding the Third Amendment to the Independent Contractors Agreement for Transit Advertising Services. Action Required. **Pg. 57**
6. Discussion and or action regarding the First Amendment to Agreement for the Provision of General Public Fixed-Route and Demand Response Services. Action Required. **Pg. 61**

**PROGRESS REPORTS:**

1. Operations Manager Report – George Rodriguez, National Express Operations Manager. *No action is required.* **Provided at meeting**
2. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.* **Pg.256**

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Shelly Kreger, Transit Director

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3. Transit Ridership – Carol Perez, Management Analyst/Mobility Manager  
*No action is required.* **Pg.257**
  4. Financial Report – Chona Medel, YCIPTA Financial Services Operations  
Manager. *No action is required.* **Pg.258**

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

The next Board meeting is scheduled for Monday, October 23, 2017.

**ADJOURNMENT**

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

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Session on Monday, July 24, 2017 at the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) office 2715 E 14<sup>th</sup> St Yuma, AZ 85365. The Chairman called the meeting to order at 1:33 p.m.

**Members present:**

Paul Soto/Cocopah Indian Tribe

**Members present via phone:**

Bill Lee/City of Somerton/Chairman  
Susan Thorpe/Yuma County/Vice Chair  
Larry Killman/Town of Wellton/Secretary/Treasurer  
Daniel Corr/Arizona Western College  
Ralph Velez/City of San Luis  
Greg Wilkinson/City of Yuma

**Members Excused:**

Brian Golding, Sr./Quechan Indian Tribe  
Michael Sabath/Northern Arizona University

**Other Present:**

Shelly Kreger/YCIPTA/Transit Director  
Chona Medel/YCIPTA/Financial Services Operations Manager  
Carol Perez/ YCIPTA/ Management Analyst  
Daisy Ruiz/YCIPTA/Office Specialist I

The Pledge of Allegiance was not performed.

**Call to Public:** There was no call to the public, as no one was present.

**DISCUSSION & ACTION ITEMS:**

**No 1: Discussion and or action regarding the extension of the YCIPTA Quechan MOU Exhibit A and the EICTS operations Business Plan through June 30, 2018. Action Required.**

Ms. Kreger stated that the contributions are from Quechan and Imperial Valley. They will not exceed Quechan's \$214,000 and Imperial Valley's \$138,000 for the period of July 1, 2017 to June 1, 2018.

**Motion** (Wilkinson/Corr): Approved items presented.

**Voice Vote:** Motion Carries, 7-0 with Mr. Golding and Mr. Sabath excused.

**No.2: Discussion and or action regarding the YCIPTA Title VI Implementation Plan. Action required.**

Ms. Kreger stated that having an Implementation Plan and Public Participation Plan is required for anyone receiving federal funding.

Ms. Kreger stated that upon approval, it will be submitted to the Federal Transportation Authority (FTA) and the Arizona Department of Transportation (ADOT).

Dr. Corr inquired if this is an annual requirement.

Ms. Kreger stated that the FTA requires us to update every 3 years.

**Motion** (Velez/Killman): Approved items presented.

**Voice Vote:** Motion Carries, 7-0 with Mr. Golding and Mr. Sabath excused.

Ms. Thorpe joined via telephone.

**Progress Reports:**

**No. 1: Operations Manager Report – George Rodriguez, National Express Operations Manager. No action required. Not available.**

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

Ms. Kreger presented item as contained in the member packet. No action taken.

Mr. Lee inquired into what precautions we are taking to prevent the trolley from breaking down.

Ms. Kreger stated that it will be in excellent condition and we will assist them in anything they need.

**No.3: Transit Ridership & Customer Comment Report – Carol Perez, YCIPTA Management Analyst/Mobility Manager. No action required.**

Ms. Perez presented item as contained in the member packet. No action taken.

Mr. Lee inquired if the increase was from the Dump the Pump event.

Ms. Perez stated that the numbers are close to last year's.

Mr. Lee also inquired about the increase in passengers and if it might be from the students that will be attending Arizona Western College (AWC).

Ms. Perez stated that it was a national trend.

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

Mrs. Medel presented item as contained in the member packet. No action taken.

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

The next Board meeting is scheduled for Monday, August 28, 2017.

**ADJOURNMENT**

There being no further business to come before the Authority, the Chairman adjourned the meeting at 1:45 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this \_\_\_\_\_, 2017, Agenda Item \_\_\_\_\_

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Daisy Ruiz, Board Secretary



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September 25, 2017

### Discussion and Action Item 1

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the Chairman, Vice Chairman and Secretary/Treasurer positions.

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Requested Action: Unknown

Background and Summary: The current Chairman of the YCIPTA Board of Directors, Bill Lee from the City of Somerton, has resigned as the City Manager and as such is no longer the Chairman of the YCIPTA Board. It does not explicitly state in the By-Laws how the position of Chairman be filled. It has been normal practice that when the new year begins the current Vice Chairman will become the Chairman and the Secretary/Treasurer will become the Vice Chairman. Nominations and a vote of the board will then fill the Secretary/Treasurer position. With there being only three months left in the current year the board needs to decide if the election of the Secretary/Treasurer should take place this board meeting, having Susan Thorpe – Yuma County become Chairperson, Larry Killman – Town of Wellton to Vice Chairman and election of Secretary/Treasurer with terms ending in January of 2019, or waiting until January 2018 to shift positions.

Recommended Motion: Unknown

Fiscal Impact: None

Legal Counsel Review: No

Attachments: YCIPTA By-Laws

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Dr. Michael Sabath - Northern Arizona University, Dr. Daniel Corr - Arizona Western College,  
Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

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

Approved for Submission



Shelly Kreger  
Transit Director

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Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

**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**

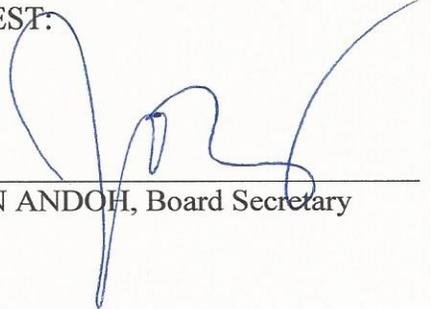
10.1 These Bylaws were duly adopted by the Board of Directors of the Yuma County Intergovernmental Public Transportation Authority at a regular meeting originally held on August 22, 2011, amended on May 29, 2012, and the Second Amended and Restated Bylaws are hereby adopted this 23<sup>rd</sup> day of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



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ROBERT L. PICKELS, JR., Chairman

ATTEST:



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JOHN ANDOH, Board Secretary



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September 25, 2017

### 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 First Amendment to Grant  
Pass Through Intergovernmental Agreement between YCIPTA and  
City of Yuma for Federal Transit Grant Funding.

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the First Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding.

**Background and Summary:** YCIPTA and the City are parties to the certain Grant Pass Through Intergovernmental Agreement effective February 26, 2015 (“IGA”) pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 and AZ-90-X127 to the City to provide final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center. The term of the IGA expired August 26, 2017 but grant funds remain that may be used toward the improvement and rehabilitation of the Hotel Del Sol; and, YCIPTA and the City desire to extend the term of the IGA to allow the City to use remaining grant funds for the improvement and rehabilitation of the Hotel Del Sol. The term of this agreement shall expire August 31, 2018

**Recommended Motion:** That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the First Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding.

**Fiscal Impact:** Included in current budget.

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
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Dr. Michael Sabath - Northern Arizona University, Dr. Daniel Corr - Arizona Western College,  
Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

Legal Counsel Review: Yes

Attachments: First Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and City of Yuma for Federal Transit Grant Funding.

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

**FIRST AMENDMENT TO  
GRANT PASS THROUGH INTERGOVERNMENTAL AGREEMENT BETWEEN  
YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY  
and  
CITY OF YUMA  
FOR FEDERAL TRANSIT GRANT FUNDING**

This First Amendment to the Grant Pass Through Intergovernmental Agreement (“Amendment”) is entered into as of \_\_\_\_\_, 2017 (“Effective Date”), between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and City of Yuma, an Arizona municipal corporation (the “City”). YCIPTA and the City are sometimes referred to herein individually as the “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, YCIPTA and the City are parties to the certain Grant Pass Through Intergovernment Agreement effective February 26, 2015 (“IGA”) pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 and AZ-90-X127 to the City to provide final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center;

**WHEREAS**, the term of the IGA expired August 26, 2017 but grant funds remain that may be used toward the improvement and rehabilitation of the Hotel Del Sol; and,

**WHEREAS**, YCIPTA and the City desire to extend the term of the IGA to allow the City to use remaining grant funds for the improvement and rehabilitation of the Hotel Del Sol.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree to the following:

1. Incorporation of Recitals. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.
2. Term. Section 2 of the IGA, titled “Term of Agreement”, is hereby deleted and replaced with the following:

Term of Agreement. The Term of this Agreement shall expire on August 31, 2018.

3. Nature of Amendment. Except for the modifications set forth in this Amendment, the IGA remains in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the date first set forth above.

**CITY OF YUMA**

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Gregory K. Wilkinson,  
City of Yuma - Administrator

\_\_\_\_\_  
Shelly Kreger, CCTM  
Transit Director

**ATTEST**

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

The foregoing First Amendment has, prior to its execution, been submitted to the attorney for each Party, who has determined that the intergovernmental agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Minda M. Davy  
YCIPTA Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Richard Files  
Yuma City Attorney



## 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)

September 25, 2017

### 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 First Amendment to  
Intergovernmental Agreement between YCIPTA and the City of  
Yuma for the Provision of Information Technology Services.

**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the First Amendment to Intergovernmental Agreement between YCIPTA and the City of Yuma for the Provision of Information Technology Services.

**Background and Summary:** YCIPTA and the City of Yuma wish to extend the IGA for Information Technology Services for the term of two years, ending on June 30, 2019. The cost for the services have increased from \$800 to \$1,000 per month. With the increase in the monthly expense, the City of Yuma ITS will provide network consulting services for a possible future move to a new location to include the following:

- Provide design details and specifications for the communications closet
- Provide design and specifications for the riser cable and horizontal network cable runs
- Recommend a local communication contractor to do any additional communication cabling that may need to be done and certify their work
- Inspect and approve all work done by the communications contractor
- Coordinate with Altura, your Avaya key phone system vendor, to get a quote for relocation services and do any foot work required for them to expedite the work and lower the cost.
- Disconnect all City maintained computer equipment and provide packing direction

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

Shelly Kreger, Transit Director

- Reconnect and test all City maintained computer equipment once unpacked at new location.
- Provide any other IT related consulting needed to assist with a smooth transition to your new location

Recommended Motion: That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the First Amendment to Intergovernmental Agreement between YCIPTA and the City of Yuma for the Provision of Information Technology Services

Fiscal Impact: Included in current budget.

Legal Counsel Review: Yes

Attachments: First Amendment to Intergovernmental Agreement between YCIPTA and the City of Yuma for the Provision of Information Technology Services

For information on this staff report, please contact Shelly Kreger, Transit Director via email at [skreger@ycipta.az.gov](mailto: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**  
Bill Lee, Chairman - City of Somerton, Susan Thorpe, Vice Chairman – Yuma County, Larry Killman –  
Sec/Treasurer – Town of Wellton, Greg Wilkinson – City of Yuma, Brian Golding, Sr.-Quechan Tribe,  
Dr. Michael Sabath - Northern Arizona University, Dr. Daniel Corr - Arizona Western College,  
Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY  
and  
CITY OF YUMA  
FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES**

This First Amendment to the Intergovernmental Agreement (“Amendment”) is entered into as of \_\_\_\_\_, 2017 (“Effective Date”), between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and City of Yuma, an Arizona municipal corporation (the “City”). YCIPTA and the City are sometimes referred to herein individually as the “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, YCIPTA and the City are parties to a certain intergovernment agreement effective September 19, 2014 (“IGA”) pursuant to which the City provides information technology services to YCIPTA;

**WHEREAS**, the Parties extended the term of the IGA through September 18, 2017;

**WHEREAS**, YCIPTA has determined that the IGA with the City for information technology related services may continue based upon the availability of funding, and as such, YCIPTA’s Board of Directors authorized the second extension of the IGA on the \_\_\_ day of \_\_\_\_\_, 20\_\_;

**WHEREAS**, YCIPTA would like the City to provide certain information technology services which were not included in the IGA;

**WHEREAS**, the City is willing provide such additional services for additional consideration and to extend the IGA in accordance with the terms and conditions set forth in this Amendment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree to the following:

1. Incorporation of Recitals. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.
2. Scope of Services. Section II of the IGA, titled “Scope of Services”, is amended only to the extent to delete the following crossed-out language and add the following underlined language:

A. CITY OF YUMA:

City of Yuma Information Technology Services (“ITS”) will provide technical and consulting services to YCIPTA when the support capacity is available in relation to the purchase, installation and maintenance support of the following items:

- ....
3. Infrastructure Services Support
    - a. Maintenance of current network infrastructure ~~infrastructure that was previously installed by the Yuma County ITS;~~
    - b. Enhancement or replacement of network equipment as needed, cost passed through to YCIPTA;
    - c. Restoration and backup of data stored on server storage; ~~and~~
    - d. Support of Network Connectivity; and
    - e. Support of Wi-Fi Network Connectivity.
- ....

5. Email Services Support
    - a. Provide email accounts for up to twenty (20) YCIPTA users. ~~Maintenance of email services / administrative tasks from third-party (go daddy) accounts, e.g., setting up desktop Outlook to email services and calendar services.~~
    - b. Maintenance of email services / administrative tasks for City provided accounts, (i.e. setting up desktop Outlook to email services and calendar services). ~~YCIPTA shall be responsible for paying email service provider for exchange or email services.~~
- ....

B. YCIPTA:

In order to defray the cost of the services to the City, YCIPTA will compensate the City for providing the services and support outlined herein.

1. Contract Monthly Rate

Service	Contracted Rate
One-time initial "Health Check"	\$ 800.00
Contract Rate (29 hrs / mo, 5-6 hrs / wk, 1/6 FTE )	\$ <del>800</del> <u>1,000.00</u> per month
<del>System Administration</del> <u>Administrative</u>	Included
<u>Applications</u>	Included
<u>Email Accounts and Service for up to 20 users</u>	<u>Included</u>
<u>Desktop Support for up to 16 Client Computers</u>	Included
<u>Network / Security / Anti-virus Support</u>	Included
<u>Wi-Fi Network Support</u>	<u>Included</u>
<u>VPN Client Support</u>	<u>Included</u>
Cost Per Mile	Included
One unsolicited site visit per week by technician	Included
Site visits by technician upon request during normal working hours	Included

Help Desk support during normal business hours (Remote Assistance)	Included
Hardware, Software and Consumables	Additional cost per item
After hours support (i.e. after 6:00 P.M. and before 7:00 A.M., or on a dark Friday or City recognized holiday).	Additional cost <del>per hour</del> <u>\$50 per hour.</u>

2. YCIPTA resources must be readily available when ITS staff provides support.
3. YCIPTA shall pay all invoices for services within thirty (30) days of the date of receipt. The City will bill YCIPTA on ~~a monthly basis~~ the 1<sup>st</sup> day of each month.
4. YCIPTA shall not allow equipment maintained by ITS to be accessed by any other service provider without prior ITS approval, which approval shall not be unreasonably withheld.
5. If YCIPTA's monthly support hours exceed 29 hours in a given month, an hourly rate of \$27.59 per hour will be charged for the additional support. If any City ITS staff assigned to provide support to YCIPTA incurs overtime while providing YCIPTA with support services, YCIPTA shall pay an overtime rate of \$41.38/hr. will apply to for all YCIPTA support hours in excess of that City ITS support person's 40-hour work week. Except for requests for after hours support, as defined in Section II(B) of this Agreement, YCIPTA may inquire as to whether City ITS staff will be incurring overtime, and may request a City ITS staff member that would not be incurring overtime, and the City shall make its best efforts to accomodate the request.

3. Term. Section III of the IGA, titled "Term," is amended to delete the following crossed-out language and add the following underlined language:

**Term.** This IGA shall ~~be for an term of one (1) year,~~ commence on the Effective Date and terminate on June 30, 2019, unless earlier terminated by action of the Parties as outlined in this IGA or by operation of law as described herein. ~~This IGA may be extended for four (4) additional one-year terms for up to five (5) terms, if the Parties agree in writing to such extension.~~

4. Indemnification. Section V of the IGA, titled "Indemnification", is amended to add the following underlined language:

Each Party (the "Indemnitor") to this IGA agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors (the "Indemnitee") from and against any and all claims, demands, damages, losses, liabilities, causes of action, expenses and costs (including expert witness fees, attorney's fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against ~~a Party~~ the Indmenitee, attributable (directly or indirectly) to, or arising in any manner by reason of the Indemnitor's intentional, reckless, or negligent acts, omissions, errors, directives,

~~negligence mistakes, misconduct or other fault of the other Party Indemnitor, or of any agent, officer, servant or employee of the other Party Indemnitor, or anyone for whom the Indemnitor may be legally liable in the performance or non-performance of this IGA, except to the extent such Claims arise out of or are based upon the negligent acts, mistakes, errors, or omissions of Indemnitee.~~

5. Notices. The address for notices sent to YCIPTA, as set forth in Section VII, subsection G, titled “Notices”, is amended to read as follows:

If to YCIPTA: Shelly Kreger, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, Arizona, 85365  
Tel: 928-539-7076, Ext. 101  
Fax: 928-783-0309  
[skreger@ycipta.org](mailto:skreger@ycipta.org)

6. Additional General Provisions. Section VII is amended to add subsections N, to read as follows:

N. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the IGA will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the IGA will promptly be physically amended by the Parties to make such insertion or correction.

7. Nature of Amendment. Except for the modifications set forth in this Amendment, the IGA remains in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the date first set forth above.

**CITY OF YUMA**

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Gregory K. Wilkinson,  
City of Yuma - Administrator

\_\_\_\_\_  
Shelly Kreger, CCTM  
Transit Director

**ATTEST**

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

The foregoing First Amendment has, prior to its execution, been submitted to the attorney for each Party, who has determined that the intergovernmental agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

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

Minda M. Davy  
YCIPTA Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

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

Richard Files  
Yuma City Attorney



## 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)

September 25, 2017

### 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 Second Amendment to the Amended and Restated Agreement and Declaration of Trust of the Yuma Area Benefit Consortium Trust Agreement.

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Second Amendment to the Amended and Restated Agreement and Declaration of Trust of the Yuma Area Benefit Consortium Trust Agreement

**Background and Summary:** The Second Amendment consists of removing Yuma Elementary School District No. One (“YESD1”) as a participating Entity and to add the Housing Authority of the City of Yuma (“Yuma Housing Authority”) as an additional Participating Entity in the Trust. All Participating Entities are required to approve and sign the Second Amendment.

**Recommended Motion:** That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the Second Amendment to the Amended and Restated Agreement and Declaration of Trust of the Yuma Area Benefit Consortium Trust Agreement

**Fiscal Impact:** None.

**Legal Counsel Review:** Yes

**Attachments:** Second Amendment to the Amended and Restated Agreement and Declaration of Trust of the Yuma Area Benefit Consortium Trust Agreement.

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

Shelly Kreger, Transit Director

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

Approved for Submission



Shelly Kreger  
Transit Director

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

Shelly Kreger, Transit Director

**SECOND AMENDMENT TO THE**  
**AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST**  
**OF THE**  
**YUMA AREA BENEFIT CONSORTIUM TRUST AGREEMENT**

The Initial Agreement and Declaration of Trust was made effective the first day of April 1997, between the Yuma/LaPaz Counties Community College District (aka Arizona Western College) (“AWC”), Crane Elementary School District No. 13 (“Crane”), and Yuma Elementary School District No. One, and certain persons hereinafter referred to as the “Trustees” to administer the Trust in accordance with the terms and provisions of this instrument. Effective on or about July 1, 2004, the City of Yuma (the “City”) was admitted as an additional Participating Entity in the Trust pursuant to an Amended and Restated Agreement and Declaration of Trust (hereinafter the “Trust Agreement”) with an effective date of July 1, 2004. Effective as of July 1, 2012, a First Amendment to the Amended and Restated Agreement and Declaration of Trust was adopted to admit the Yuma County Intergovernmental Public Transportation Authority and the Yuma Metropolitan Planning Organization as Participating Entities. Pursuant to powers retained by the Participating Entities pursuant to Section 12.01 of the Trust Agreement, the Participating Entities hereby desire to amend the Agreement and Declaration of Trust as set forth herein effective the first day of July 1, 2017, to eliminate the Yuma Elementary School District No. One (“YESD1”) as a Participating Entity and to add the Housing Authority of the City of Yuma (“Yuma Housing Authority”) as additional ~~as a~~ Participating Entity in the Trust. *an*

WHEREAS, pursuant to Section 9.01 of the Trust Agreement, the Participating Entities considered the petition of the Yuma Housing Authority to become a Participating Entity in the Trust; *and*

WHEREAS, pursuant to Section 10.01, YESD1 has provided the Participating Entities with written notification of its intent to ~~termination~~ its membership in the Trust; *and*

WHEREAS, the Participating Entities approved Yuma Housing Authority’s petition and accepts the termination of the membership of YESD1 in the Trust;

NOW THEREFORE, in consideration of the promises, covenants, agreements, terms, obligations and duties herein set forth, it is understood and agreed as follows:

1. Article 1.08 of the Trust Agreement is hereby amended to read as follows:

**1.08 - Participating Entities.** The term “Participating Entities” shall mean each of the following: Arizona Western College, Crane Elementary School District No. 13, the City of Yuma, the Yuma County Intergovernmental Public Transportation Authority, the Yuma Metropolitan Planning Organization, the Housing Authority of the City of Yuma and members approved under Article IX.

2. Section 3.02 of the Trust Agreement is hereby amended to read as follows:

**3.02 - Board of Trustees Composition.** The number of members of the Board of Trustees shall be not less than four (4) nor more than twelve (12) of which at least three (3) persons shall be elected officials or employees of public entities within the State of Arizona. The Governing Boards of Crane, AWC, and the City each shall appoint two (2) trustees.

3. Section 10.01.3 of the Trust Agreement is amended to read as follows:

**10.01.3** Once termination is effective, a former Participating Entity may not apply for readmission to the Trust during the subsequent plan year and, after such subsequent plan year, may apply for readmission to the Trust under Section 9.01. Grants of readmission are not assured and may be denied on the Board of Trustees's discretion after duly called meeting and vote.

4. By its signature below, the Trustees appointed by YEDS1, formally withdraw as Trustees effective as the withdrawal date of YEDS1.

5. Except as specifically modified or amended by this Second Amendment, the Trust Agreement as amended remains in full force and effect.

6. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. A pdf of an executed signature page shall have the same effect as an originally signed signature page.

**SIGNATURES OF CONTINUING PARTICIPATING ENTITIES OR AUTHORIZED DESIGNEE:**

By: \_\_\_\_\_  
Governing Board President or authorized designee  
for Arizona Western College

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for Arizona Western College

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for Arizona Western College

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for Arizona Western College

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURES OF CONTINUING PARTICIPATING ENTITIES OR AUTHORIZED DESIGNEE:**

By: \_\_\_\_\_  
Governing Board President or authorized designee  
for Crane Elementary School District No. 13

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for Crane Elementary School District No. 13

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for Crane Elementary School District No. 13

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for Crane Elementary School District No. 13

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURE OF CONTINUING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By: \_\_\_\_\_  
Mayor or authorized designee for City of Yuma

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for City of Yuma

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for City of Yuma

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for City of Yuma

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURE OF CONTINUING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By: \_\_\_\_\_  
Authorized designee for Yuma Metropolitan  
Planning Organization

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for the Yuma Metropolitan Planning Organization

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

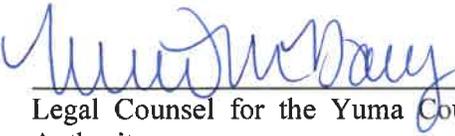
**SIGNATURE OF CONTINUING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By: \_\_\_\_\_  
Authorized designee for Yuma County Intergovernmental  
Public Transportation

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By:  \_\_\_\_\_  
Legal Counsel for the Yuma County Intergovernmental Public Transportation  
Authority

Signed this 19<sup>th</sup> day of September, 2017

**SIGNATURE OF WITHDRAWING PARTICIPATING ENTITY OR AUTHORIZED DESIGNEE:**

By \_\_\_\_\_  
Governing Board President or authorized designee  
for Yuma Elementary School District No. One

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for Yuma Elementary School District No. One

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for Yuma Elementary School District No. One

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for Yuma Elementary School District No. One

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURE OF ENTERING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By \_\_\_\_\_  
Housing Authority of the City of Yuma

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017  
Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for the Housing Authority of the City of Yuma

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**AMENDED AND RESTATED**  
**AGREEMENT AND DECLARATION OF TRUST**

The Initial Agreement and Declaration of Trust was made effective the first day of April 1997, between the Yuma/LaPaz Counties Community College District (aka Arizona Western College) ("AWC"), Crane Elementary School District No. 13 ("Crane"), and Yuma Elementary School District No. One ("Yuma"), hereinafter referred to as the "Initial Participating Entities" and certain persons hereinafter referred to as the "Trustees" to administer the Trust in accordance with the terms and provisions of this instrument. Effective on or about July 1, 2004, the City of Yuma (the "City") was admitted as an additional Participating Entity in the Trust. The City and Initial Participating Entities are collectively referred to herein as the "Participating Entities." Pursuant to powers retained by the Participating Entities pursuant to Section 12.01 of the Initial Agreement and Declaration of Trust, the Participating Entities hereby desire to Amend and Restate the Agreement and Declaration of Trust as set forth herein effective the first day of July 2005.

**WITNESSETH**

Whereas A.R.S. §11-952.01 permits two or more public agencies (1) to enter into contracts or agreements to purchase insurance jointly or to pool retention of such public agencies' risks for property, casualty and liability losses and to provide for the payment of property loss or claims of liability made against any member of such pool; or (2) to jointly form a nonprofit corporation to carry out the provisions of A.R.S. §11-952.01 on behalf of the members of the nonprofit corporation directly or by contract with a private party.

Whereas A.R.S. §15-382.B, 15-387 and §15-342(13) authorize school districts to enter into intergovernmental agreements or contracts pursuant to Title 11, Chapter 7, Article 3 or cooperative procurement agreements pursuant to rules adopted under §15-213, providing for a self-insurance program by a district or the joint purchase of insurance.

Whereas, Arizona Western College has the power and authority to contract (A.R.S. §15-1444 (B) (3)); enter into intergovernmental agreements (A.R.S. §11-952); and provide for its employees' health, disability, death and related fringe benefits (A.R.S. §15-1444 (B) (5)); and

Whereas, said Participating Entities and certain employees of said Participating Entities hereinafter designated and referred to as "Employees," desire to enter into a program of providing and maintaining health and welfare benefits for Employees of the Participating Entities and certain members of their families; and,

Whereas, to effect the aforesaid purpose, it is mutually desirable by and between the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and,

Now therefore, in consideration of the promises, covenants, agreements, terms, obligations and duties herein set forth, it is understood and agreed as follows:

Approved at the City Council Meeting of:

December 21, 2005

City Clerk: \_\_\_\_\_

Per Mike Callahan, city  
keeps a copy of agreement  
Trust gets the original.

1/18/05 Tadeo G.

## ARTICLE I - DEFINITIONS

It is mutually understood and agreed by and between the parties hereto that the following are and shall be the definitions:

**1.01 - Beneficiary.** The term "Beneficiary" shall mean eligible employees, Governing Board members, ex-Governing Board members, retirees and their eligible dependents.

**1.02 - Employee.** "Employee" shall mean all persons who have been employed by the Participating Entities on a regular basis, who work not less than the number of hours per week required by the Participating Entities for eligibility.

**1.03 - Employee Contribution.** The term "Employee Contribution" shall mean the contributions made by the Employees of a Participating Entity to said Fund.

**1.04 - Fund.** The term "Fund" as used herein shall mean the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts, or things of value, tangible or intangible, received and held by the Trustees for the use and purposes set forth herein.

**1.05 - Governing Board.** "Governing Board" shall mean the elected board, council or other body charged with the general management and control of the affairs of a Participating Entity or a Prospective Member.

**1.06 - Health and Welfare Program.** The term "Health and Welfare Program" shall mean the program of benefits to be established by the Trustees pursuant to this Agreement and Declaration of Trust.

**1.07 - Member Contributions.** The term "Member Contributions" shall mean the contributions made by Participating Entities to the Fund for the Health and Welfare Program.

**1.08 - Participating Entities.** The term "Participating Entities" shall mean each of the following: Arizona Western College, Crane Elementary School District No. 13, Yuma Elementary School District No. One, the City of Yuma and members approved under Article IX.

**1.09 - Plan Document.** The term "Plan Document" shall mean the document containing certain self-funded or insured health and welfare benefits.

**1.10 - Trust Agreement.** The term "Trust Agreement" shall mean this Amended and Restated Agreement and Declaration of Trust and any modifications or amendments thereto.

**1.11 - Trustees.** The term "Trustees" as used herein shall mean the Trustees and any successors provided for in this Trust Agreement.

**1.12 - Yuma Area Benefit Consortium.** The name of this Trust shall be the Yuma Area Benefit Consortium.

**1.13 - Fiscal Agent.** The term "Fiscal Agent" shall mean the Trustee assigned the responsibility of coordinating the financial operations of the Trust.

**1.14 - Proportional Share.** The term "Proportional Share" means the contributions attributed to the Participating Entity (including contributions made by or on behalf of Beneficiaries in the Trust due to their affiliation with each respective Participating Entity as well as the Participating Entity's contributions on behalf of Employees) over the 12 months prior to termination divided by total contributions to the Trust over the same 12 months.

## **ARTICLE II - PURPOSE OF TRUST AND APPLICATION OF THE FUND**

**2.01 - Fund.** There is hereby declared and created the Yuma Area Benefit Consortium. The purpose of the Yuma Area Benefit Consortium is to establish a Trust Fund to provide benefits for, but not limited or restricted to, Life, Accidental Death and Dismemberment, Disability, Basic or Major Medical coverage for accidents or sicknesses, dental, and any other benefits as determined by the Trustees for Beneficiaries, provided such benefits are related to Health, Death or Disability, whether through self-funded or insured programs or both. The Trustees shall have the power to enter into contracts, procure insurance policies, or provide such benefits through self-funding and to place into effect and maintain the desirable benefits as set forth in the Plan Document.

**2.02 - Principal Office.** The Trust shall have its principal office at Arizona Western College, P.O. Box 929, Yuma, Arizona 85366-0929 (hereinafter designated and referred to as "Principal Office"). The Trustees may from time to time designate another location as the Principal Office of the Trust.

## **ARTICLE III - TRUSTEES - APPOINTMENT, TERM AND REMOVAL**

**3.01 - Appointment of Trustees.** The Trustees shall be appointed by the Participating Entities as provided herein and will serve at the pleasure of the Participating Entity which appointed them. A Trustee may be reappointed at the Participating Entity's sole discretion.

**3.02 - Board of Trustees Composition.** The number of members of the Board of Trustees shall be not less than four (4) nor more than twelve (12) of which at least three (3) persons shall be elected officials or employees of public entities within the State of Arizona. The Governing Boards of Crane, Yuma, AWC, and the City each shall appoint two (2) trustees. As of the effective date of this Agreement, the following individuals have been appointed to serve as trustees:

- (1) Crane: Michael Wicks and Mike Jarvis
- (2) Yuma: Maureen Irr and Kerry Jones
- (3) AWC: Daniel Hann and Shane Turner
- (4) City: Mikeil (Mike) Callahan and Bob Stull.

The Governing Board of any governmental entity which becomes a Participating Entity after the effective date of this Agreement shall have such rights, if any, to appoint one or more Trustees as the then serving Trustees may determine.

**3.03 - Term and Removal.** A Trustee shall serve until he or she resigns or is removed. A Trustee shall serve at the pleasure of the Governing Board of the Participating Entity appointing such Trustee and may be removed by such Governing Board at any time, with or without cause. The removal of a Trustee shall become immediately effective upon written notification by the Governing Board of a Participating Entity to the appointed Trustee to be removed. A Trustee may resign at any time by giving five (5) days written notice to the other Trustees and the Governing Board appointing said Trustee.

**3.04 - Successor Trustees.** Upon the resignation or removal of a Trustee the Governing Board of the Participating Entity that appointed such Trustee shall appoint or select a successor Trustee. The successor Trustee shall have the same powers and duties as those conferred upon the Trustees hereunder.

**3.05 - Acceptance of Trusteeship.** By signing this Trust Agreement, the Trustees hereby accept the Trust and Trusteeship and declare that they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other and keep adequate and proper records as set forth herein.

#### **ARTICLE IV - POWERS AND DUTIES OF TRUSTEES**

**4.01 - General Powers of the Trustees.** The Health and Welfare Program and Trust shall be administered by the Trustees. The Trustees shall hold, manage, care for and keep the Fund and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned. The Trustees shall employ or hire such agents, attorneys, accountants, actuaries, employees or other persons and lease premises and equipment as may be necessary or desirable in administering the Fund and carrying out its purposes and the fees, salaries, wages, emoluments or compensation of any and all such persons shall be paid from the Fund. The Trustees may pay any and all taxes of whatsoever nature the Fund is and may be obligated to pay, and incur any expenses for supplies, rental of space, or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objectives and purposes of the Trust and Trust Agreement. Nothing herein is intended to and does not limit in any way the power of the Trustees, it being the intent of this Agreement that the Trustees shall have all right, power and authority to do all those things, which in the opinion of the Trustees may be necessary or desirable for the administration and operation of and accomplishments of the objectives and purposes of the Fund and this Trust and Trust Agreement. The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which regulations and rules shall be consistent with covenants, terms, conditions, obligations and duties as set forth in this Trust Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefits hereunder. The Trust may issue checks in its own name.

**4.02 - Benefits.** The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust as set forth in the Plan Document by means of direct or self-funding by the Trust and/or by the procurement of group insurance contracts (permissible under the laws of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided for in the Plan Document. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees the required premiums on the insurance contracts issued to the Trust. Subject to Paragraph 4.03 below, whether or not benefits are provided by means of direct or self-funding shall be at the sole and exclusive discretion of the Trustees. Should the Trustees select or provide for any policy or any program of self-funding, no claims for benefits or liabilities shall be brought against the Trustees or members of the Governing Boards of Participating Entities.

**4.03 - Stop Loss.** If the Trustees choose to provide any self-funded benefits, the payment from the Fund of any and all benefits to or on behalf of each beneficiary shall be a minimum of \$100,000 each fiscal year. The aggregate total of payments for all self-funded benefits to or on behalf of all Employees shall be limited to an annual maximum calculated using an aggregate factor established through an aggregate stop-loss insurance policy.

**4.04 - Types of Employee Benefits. To Be Funded By The Trust.** The Trustees may obtain for the Beneficiaries of the Trust the following forms of employee benefits plus other benefits, provided such benefits are related to Health, Death or Disability: Accidental Death and Dismemberment Life Insurance Hospital, surgical and medical, dental, and other group health products customarily made available to employee groups.

**4.05 - Unexpended Corpus.** All corpus or portions of the Fund not otherwise expended may be deposited by the Trustees in the name of the Trust in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments.

The Trustees may accumulate dividends or experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or investments. Such dividends, refunds or other monies, or all of them, shall be held in the Fund and applied to the payment of self-funded claims, the payment of insurance premiums, or held, used or applied as herein set forth. The Trust may issue checks in its own name with written permission of the Yuma County treasurer.

**4.06 - Trustee Reimbursements. No Compensation.** The Trustees may receive reimbursement for actual reasonable expenses incurred, under such terms and conditions as may be approved by a majority of the Trustees. Trustees shall not receive compensation for their services rendered.

**4.07 - Recording Secretary.** The Trustees shall have a Recording Secretary who shall keep minutes of all meetings, proceedings, and acts of the Trustees, which records shall be available at the Principal Office of the Trust for inspection by all interested persons during usual business hours. Such records and minutes need not be verbatim. The Recording Secretary need not be a Trustee.

**4.08 - Acts of Trustees.** No person who is dealing with the Trustees shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity or expediency of any act of the Trustees. Every instrument executed by the Trustees or at their direction shall be conclusive in favor of every person who in good faith relies upon it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect; (b) the instrument was executed in accordance with the terms and conditions of this Trust Agreement; and, (c) the Trustees were duly authorized to execute the instrument or direct its execution.

**4.09 - Meetings.** The Trustees shall hold their first meeting as soon as practical after being appointed. Thereafter, meetings shall be held on a regular basis sufficient to conduct the business of the Trust. The Trustees will hold all meetings in compliance with the Open Meeting Law of Arizona, A.R.S. Section 38-431 et seq. The Trustees shall determine the time and place of the regular meetings. Special meetings of the Trustees may be called by the Chairman or by a majority of the Trustees. At least twenty-four (24) hours written notice shall be provided to the Trustees of any meeting, including a copy of the meeting agenda. A majority of Trustees present at any meeting shall constitute a quorum.

**4.10 - Accounting.** The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of July and ending on the 30th day of June of the following year. Any report required by law, State or Federal, or the respective subdivisions thereof, shall be prepared or caused to be prepared by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by a Certified Public Accountant ("CPA") in accordance with good accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of its audit and accounting. A statement of the results of each audit shall be available for inspection by at the Principal Office of the Trust. Copies of the audit and generalized statements of the accounting and reports shall be delivered to the Trustees after each audit and copies of the report will, be submitted to Governing Boards or chief executive officers of the Participating Entities and to the Director of Insurance.

**4.11 - Bonding Of Trustees.** The Trustees shall procure fidelity bonds for the benefit of the Trust and covering persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and in any event shall meet the requirements as may be imposed, from time to time, by applicable law. Bonds are to be obtained from reputable fidelity or surety company or companies as the Trustees shall determine. If convenient, and in conformity with law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund. If any fidelity or

surety company refuses to bond or write a bond for any Trustee, or other person as described in this section, that Trustee or person shall not serve and shall resign.

**4.12 - Benefits Claim Settlement and Appeals Board.** The Trustees may in their sole discretion compromise or settle any disputed benefits claim or benefits claim controversy in such manner as they think best, and any decision made by the Trustees in compromise or settlement of a disputed benefits claim or benefits claim controversy, or any compromise or settlement agreement entered into by the Trustees shall be conclusive and binding upon all parties interested in this Fund. The Trustees may establish an appeals board which may have the same powers and duties of the Trustees to settle benefits claims or benefits claims controversies. Should they decide to establish an appeals board, the Trustees shall establish by resolution the membership, procedures, and duties of the appeals board and include the same in the Plan Document.

**4.13 - Discharge Duties With Care.** The Trustees agree to discharge their responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, all in accordance with the provisions of this Trust Agreement. Notwithstanding this duty, Trustees shall only be liable for claims, damages or other harm to the extent provided for in Section 4.14 below.

**4.14 - Indemnification and Insurance.** A Trustee shall not be responsible or liable for any claim, damages or other harm, unless and only to the extent that the claim, damages or harm is caused by the Trustee's gross negligence, bad faith or willful misconduct, including gross negligence, bad faith or willful misconduct in the handling of monies received for the Trust's benefit and/or with respect to the execution and administration of the Fund or this Trust Agreement. A Trustee shall neither be responsible for actions or omissions of successor Trustees, nor for the actions or omissions of other agents, nor for actions or omissions of any insurance company or its agents, including, but not limited to, nonpayment of claims by an insurance company or companies for any reason. To the extent permitted by law, a Trustee shall be entitled to indemnification from the Trust, including court costs and attorneys' fees, for costs attributable to any claim of liability, or actual liability, unless such costs or liability arises from the Trustee's willful misconduct, bad faith or gross negligence, in which case no indemnification shall be available to the Trustee. The Trustees are specifically authorized to purchase errors and omissions nor other appropriate insurance coverage for the benefit of the Trustees.

**4.15 - Power To Interpret Agreement.** The Trustees shall have the power to construe, interpret and apply the provisions of this Trust Agreement or any amendments, rules or regulations adopted thereto, and the terms used herein and any construction, interpretation or application adopted in good faith shall be final and binding upon the Participating Entities and the Beneficiaries, and their respective successors, assigns, executors, administrators, and/or legal representatives.

## **ARTICLE V - PLAN DOCUMENT AND ADMINISTRATION OF THE PLAN**

**5.01 - Benefits Set Forth In Plan Document.** The benefits to be provided hereunder, whether by self-funding or insurance contract, shall be set forth in a Plan Document which shall

also explain the eligibility rules for coverage for Beneficiaries. Beneficiaries have no rights to any claim to benefits under the Health and Welfare Program beyond those set forth in the Plan Document for which they are eligible. The Trustees and Participating Entities will have no liability for failure to fund or pay for benefits not provided for in the Plan Document.

**5.02 - Designation Of Third Party Administrator and Removal.** The Trustees shall have the full obligation and responsibility for the general administration of the Health and Welfare Program but may designate any person, firm or corporation as its agent to act for it in administering the Health and Welfare Program. Such agent shall be known as the third party administrator. The third party administrator will provide day to day management of the Fund. The Trustees may remove the third party administrator at any time without cause after thirty (30) days written notice to the third party administrator. Areas of authority of the third party administrator will be delineated in the third party administrator's contract with the Trust and any regulations or rules established by the Trustees.

**5.03 - Record Maintenance By Third Party Administrator.** Any agent designated as the third party administrator of the Health and Welfare Program shall keep accurate and detailed records of its administration of the Health and Welfare Program which shall be open for examination at reasonable times during business hours by any person authorized in writing by the Trustees. In addition, the third party administrator shall, within sixty (60) days after the end of each Trust year or such other date as determined by the Trustees, file with the Trustees a complete statement of the administration of the Health and Welfare Program covering the period since the last statement.

**5.04 - Disputes.** In the event there shall be any disagreement between the Trustees and the third party administrator over exercise of powers granted herein or with respect to the interpretation of any regulations or rules established by the Trustees, the Trustees shall prevail, and the third party administrator shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing to the Trustees and to the Participating Entities of its dissent from such act.

**5.05 - Authorization To Establish Office And Staff.** The Trustees may establish offices and employ necessary staff to carry out the provisions of this Trust Agreement.

**5.06 - Authorization To Obtain Property.** The Trustees may purchase, lease or rent real and personal property deemed necessary or desirable to operate the Trust.

## **ARTICLE VI - CONTRIBUTIONS TO THE FUND**

**6.01 - Member Contributions.** In order to effectuate the purpose hereof, the Participating Entities shall contribute to the Fund an amount determined by the Trustees and approved by the Participating Entities to be necessary to pay for the benefits provided hereunder, which shall include but is not limited to costs incurred for claim payments; insurance contracts; administrative expenses and establishing of and maintenance of incurred but not reported claims reserves ("IBNR"). During the first year of this Agreement, a Participating Entity may fund for incurred but not reported claims and known incurred losses through a lump sum payment at the

beginning of the plan year or through prorated payments during the first 12 months of this Trust Agreement. The calculation of the IBNR and known incurred losses will be calculated using recognized actuarial calculation by a licensed actuarial and/or consulting firm. The Participating Entity's contribution shall be due and payable as of the first day of the month or as otherwise determined by the Trustees.

**6.02 - Assessment Of Participating Entities If Fund Is Determined To Be Insolvent Or Unable To Discharge Its Legal Liabilities; Limits of Liability For Trustees And Participating Members.** If the Fund is determined to be insolvent or is otherwise found to be unable to discharge its legal liabilities and other obligations, the Participating Entities shall be assessed on a pro rata basis (proportional share) as calculated by the amount of each Participating Entities' annual contribution in order to satisfy the amount of deficiency. Notwithstanding the above, the assessment shall not exceed the amount of each Participating Entity's annual contribution to the Fund. In either event, benefit payments to such Beneficiaries shall be limited to the amount in the Trust Fund. In the event the assessment does not yield sufficient funds to pay all outstanding claims, the Trust's obligation to pay claims shall be limited to the amount in the Trust Fund after the assessment, and the Trustees and Participating Entities' shall have no further legal obligations of any type. In the event that submitted claims of Beneficiaries exceed the funds available, the claims shall be paid in the order received as determined by the Trustees or by the third party administrator if so delegated by the Trustees.

**6.03 - Participating Entities' Contributions Are Not Wages.** To the extent permitted by law, the Participating Entities' contributions to be paid into the Fund shall not constitute or be deemed wages due to Employees, nor shall the Participating Entities' contributions in any manner be liable for or subject to the debts, contracts, or liabilities of the Participating Entities. Neither the Participating Entities, any Employee, nor any Beneficiary under the Plan shall have any rights, title, or interest in the Fund, except as otherwise specifically provided herein.

**6.04 - Employee Contributions.** Employees may be required to contribute to the Fund the amount determined by the Participating Entity, to be appropriate for the benefits to be provided hereunder. All Employees' contributions shall be due and payable as of the first day of the month or as otherwise determined by the Trustees.

**6.05 - Payment In Lieu Of Benefits.** No Employee or other Beneficiary shall have any right to receive any part of his/her own or the Participating Entities' contributions paid to him/her in lieu of benefits.

**6.06 - Payroll Deductions.** All Employees' contributions shall be paid by payroll deduction, by salary reduction, or as otherwise required by the Trustees. The Participating Entity shall remit all monies obtained in a lump sum to the Fund at least once per month or as otherwise specified by the Trustees.

**6.07 - Payment.** All contributions shall be payable to the name of the Trust, and shall be paid in the manner and form determined by the Trustees.

**6.08 - Reports.** The Participating Entities shall make all reports required by the Trust in order that the Trustees can carry out their obligations under the Trust Agreement. The Trustees may at any time have an audit made by an independent Certified Public Accountant of the wage records of the Participating Entities in connection with their contribution and/or reports.

**6.09 - Irrevocability of Contribution.** Subject to the provisions providing for termination of this Trust Agreement, all contributions to the Fund shall be irrevocable, and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be recoverable by or payable to the Participating Entities or any Beneficiary, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Beneficiaries provided hereunder.

**6.10 - Trustees' Responsibility For Contributions.** Subject to the limitations stated in this section, and notwithstanding any other provisions of this Trust Agreement, each Trustee shall be responsible for monies only when and after such monies are received by the Trust pursuant to this Trust Agreement.

## **ARTICLE VII - PAYMENT OF BENEFITS**

**7.01 - Method Of Payment.** The Trustees may arrange for the disbursement of benefits under the Plan Document. Benefit payment determinations may be made by a third party administrator appointed by the Trustees.

**7.02 - Protection Of Employees.** Prior to payment to any Beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Beneficiary. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process; and, in any event, such assets shall be subject to such process only to the extent of such Beneficiary's benefits hereunder as they fall due.

**7.03 - Claim To Benefits.** Beneficiaries will have no rights to any claim to benefits beyond those set forth in the Plan Document for which they are eligible. The Trustees and Participating Members will have no liability for failure to fund or pay for benefits not otherwise provided for in the Plan Document.

## **ARTICLE VIII - NONVESTING OF RIGHTS**

**8.01 - Rights.** No Employee, Beneficiary, nor any other person or group or their respective successors, assigns or legal representatives shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus income or increments thereto, insurance dividends, cash value, if any, or insurance or benefits or monies payable therefrom, payments from the Fund, or in or to the eligibility requirements for the benefits as changed or altered. Any participating Beneficiary who withdraws or ceases to participate in the Program does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, its corpus and assets. No Employee, Beneficiary, or any other person or group or other respective successors, assigns or legal representatives shall have any rights in or to the Trust, Fund, corpus, insurance,

dividends, cash value, if any, of insurance, income, benefits, or any benefits or money payable therefrom, or anything arising out or in this Trust during the term of this Trust Agreement and any benefits he or they may have is forever terminated and discharged upon the Employee's loss of employment with the Participating Entity (quitting or discharge), subject to COBRA rights pursuant to 42 USCA §300bb-1, or when this Trust Agreement is terminated, wound up, and dissolved. No benefit, right or interest, if any of the foregoing, is transferable or assignable by the Employee to another Employee or person, corporate or otherwise, except to physicians, hospitals and any other person, or institutions furnishing medical services within the terms of this Trust Agreement. No monies, property, or equity, of whatsoever nature, in the Fund, nor insurance policies nor benefits nor monies payable therefrom, nor investments, nor deposits nor any part or portion of the Fund, shall be subject in any manner by an Employee, or other Beneficiary or person claiming through such Employee or Beneficiary, to ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage, lien or charge of whatsoever name or kind, and any attempt to cause the same is and shall be null and void.

## **ARTICLE IX - PROSPECTIVE MEMBERS**

**9.01 - Petition For Membership.** A governmental unit desiring membership in the Trust ("Prospective Member") may petition the Trustees to join by completing an application form available at the principal office of the Trust. The deadline to submit an application for membership in the Trust shall not be less than three months prior to the proposed effective date for membership. A fee, as determined by the Trustees, will be charged for the application process. The Trustees, in a meeting, may through a majority vote after approval by all Participating Entities extend an invitation for membership to the Prospective Member, subject to payment of the contribution required, in an amount according to the formula as determined by the Trustees. Upon acceptance of the invitation, the Prospective Members shall pay the Trust the formulated contribution for the purpose of establishing IBNR Trust reserves. This payment may be in the form of a lump sum payment prior to the effective date of coverage or the first payment of a prorated schedule of payments during the first 12 months of participation. The Trustees shall determine the terms upon which a Prospective Member shall be admitted as a Participating Entity, including, but not limited to, whether or not such Prospective Member shall have the right to appoint one or more Trustees as provided in Article III if the Prospective Member is admitted as a Participating Entity. Upon receipt of the lump sum or first of the 12 prorated payments and the compliance by the Prospective Member with such other terms as the Trustees may establish, the Prospective Member shall be deemed a Participating Entity with such rights and obligations of a Participating Entity as the Trust and the Prospective Member may have agreed upon. Representatives of the Prospective Member may attend meetings but shall not be allowed to vote.

## **ARTICLE X - TERMINATION OF A PARTICIPATING ENTITY**

**10.01 - Voluntary (Without Cause) Termination.** If an individual Participating Entity desires to terminate its membership in the Trust, the following provisions must be met:

1. The Trustees must receive written notification of intent to terminate membership 12 months prior to the end of the plan year in which termination is desired (e.g. provide written notice prior to July 1, 1998 to be able to terminate on June 30, 1999); and,

2. Termination would become effective at the end of the plan year following the required twelve (12) month notice period (e.g. if written notice received prior to July 1, 1998, Participating Entity would terminate participation on June 30, 1999).

3. Once termination is effective, a former Participating Entity may not apply for readmission to the Trust for a minimum of three plan years.

**10.02 - Involuntary Termination (For Cause).** In the event a Participating Entity fails to make any required contribution of funds, or fails to comply with any of the other terms of this Trust Agreement, the Trustees may, if such default is not cured within thirty (30) days' after receipt of written notice, suspend the Participating Entity's Beneficiaries' coverage either in whole or in part for a period of up to ninety (90) days without further action. The written notice shall inform the Participating Entity that the suspension may be made permanent effective ninety (90) days after the date of the notice. During such suspension period, the Trustees shall either (i) determine that the suspension shall be made permanent, in which case this Agreement shall be deemed terminated effectively ninety (90) days after the date of the written notice of suspension, or (ii) determine the circumstances, if any, under which the Participating Entity's participation in the Trust and coverage may be restored. Should the Participating Entity be permanently suspended and this Agreement terminated, the Participating Entity shall forfeit all rights to any distribution of surplus, contributions or other distributions from or assets of the Trust. In the event of such termination, the Participating Entity shall be relieved of any liability for ordinary contributions for fiscal years after the fiscal year of the Participating Entity's involuntary termination. Further, the Participating Entity's liability for additional assessments will continue if the Trust becomes insolvent or is otherwise found to be unable to discharge its legal liabilities and other obligations as determined in good faith by the Trustees, through the end of the fiscal year during which the Participating Entity was terminated.

**10.03 - Incurred But Not Reported Claims Liability On Termination.** A terminating Participating Entity, either upon voluntary termination or upon involuntary termination, shall be responsible for its Proportional Share of claims run-out which exceeds Trust Fund Reserves established for the incurred but not reported claims liability. A "proportional share" is defined as the contributions attributed to the Participating Entity (including contributions made by or on behalf of Beneficiaries in the Trust due to their affiliation with the Participating Entity as well as the Participating Entity's contributions on behalf of Beneficiaries) over the 12 months prior to termination divided by total contributions to the Trust over the same 12 months. In the event Trust Fund reserves exceed claims run-out, an amount equal to 75% of a Proportional Share of such reserves will be returned to the former Participating Entity as set forth in 10.04.

**10.04 - Final Accounting.** Twelve (12) months after termination of any Participating Entity, whether it be voluntary or involuntary, a final accounting will be made of the incurred but not reported claims reserve in a manner set forth by the Trustees in its rules and regulations. In

the event of reserve excesses or deficit, as reflected in the Final Accounting, the balance shall be settled pursuant to Section 10.03 above - (1) a terminating Participating Entity shall be responsible for its Proportional Share of claims run-out which exceeds Trust Fund Reserves established for the incurred but not reported claims liability and (2) a terminating Participating Entity will receive an amount equal to 75 % of its proportional share of Trust Fund reserves in the event of an excess. Any deficit owed by the terminating Participating Entity, or any excess owed by the Trust to the terminating Participating Entity, shall be paid within 60 days of release and receipt of the final accounting.

## **ARTICLE XI - TERMINATION OF TRUST**

**11.01 - Termination by Participating Entities.** This Trust may be terminated by resolutions executed by a majority of the Participating Entities' governing bodies. An instrument in writing duly executed by a majority of the Participating Entities shall give the Trustees ninety (90) days written notice of the effective date of termination. If the Trust is in a deficit position upon termination, including the claims lag as determined by the Trustees, each Participating Entity will share in the liability of the Trust, subject to the limitations as set forth in Section 6.02 above, until the Trusts business has been wound up.

**11.02 - Continue Until Completion.** The Trust shall continue until terminated as provided herein. Upon termination of the Trust by the Participating Entities, each Participating Entity shall be responsible to notify all Beneficiaries affiliated with it and any other interested parties, of the decision to terminate and its effective date. Any deficit shall be paid by the Participating Entities on a proportional basis as set forth in 6.02. Notwithstanding any provisions herein concerning the duration and termination of this Trust, the Trust shall continue in existence for so long a period as may be necessary to complete its affairs. Upon final termination of this Trust, after payment of unpaid claims and/or insurance premiums and other expenses and obligations of the Trust, each Participating Entity who was a member at the time of the decision to terminate, shall be paid its Proportional Share (as defined in 10.03) of any balance in the Fund.

**11.03 - Final Accounting.** At such time as the Trust is terminated, the Trustees shall render a final accounting of the affairs of the Trust and the Trust Fund to the Participating Entities, and thereafter there shall be no claim or action against the Trustees and they shall have no further responsibility or duties and shall be discharged. Notwithstanding the above, no Trustee shall be released or discharged for any malfeasance or wrongful conduct while in office.

## **ARTICLE XII - MISCELLANEOUS**

**12.01 - Power To Amend Rests With Participating Entities.** It is anticipated that conditions may arise that are not foreseen at the time of execution of this Trust Agreement. It is the intention of the Participating Entities and the Trustees that the power of amendment which is herein granted to the Participating Entities be exercised in order to carry out the spirit, objectives, and purposes of this Trust. Any Amendment shall be binding upon the parties to this Trust Agreement upon approval of the Governing Boards of each Participating Entity. Any such Amendment shall be signed by all Participating Entities and each Trustee.

**12.02 - Workers' Compensation.** The insurance coverage contemplated by this Agreement shall not apply in any case which is compensable under Workers' Compensation Laws.

**12.03 - Insurance Companies Not Parties To Trust Agreement.** No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of this Agreement shall be deemed to be a party to this Trust Agreement, nor shall it be responsible for the validity of this Trust Agreement, nor is this Trust Agreement established in any manner for the benefit of the insurance company or companies. No insurance company shall be required to look into the terms of this Agreement, or to question the authority of or action of the Trustees, or be responsible to verify that any action of the Trustees is authorized by the terms of this Agreement.

**12.04 - Applicable Law.** Each Participating Entity shall comply with all applicable federal and state statutes and regulations, including all applicable legal requirements relating to civil rights and non-discrimination in employment. The County of Yuma, State of Arizona, shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of the State of Arizona. This Agreement is deemed, made, executed and delivered in Arizona.

**12.05 - Construction.** Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words in this Agreement are in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement and Declaration of Trust in the plural form they shall be construed as though they were also used in the singular form in all situations where they would so apply.

**12.06 - Severability.** Should any provision or term in this Agreement be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the provisions herein contained unless such illegality shall make impossible or impractical the functioning of the Trust. In such case the appropriate parties shall immediately adopt a new provision to take the place of the illegal or invalid provision.

**12.07 - Clarification of Captions.** It is understood and agreed that the captions headings are for convenience only and are not and shall not be a part of this Agreement and in no manner whatsoever define, limit, or expand any of the terms, obligations or conditions hereof.

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

**12.09 - Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

**SIGNATURES OF PARTICIPATING ENTITIES OR AUTHORIZED DESIGNEE:**

By: \_\_\_\_\_  
Governing Board President or authorized designee  
for Arizona Western College

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Governing Board President or authorized designee  
for Crane Elementary School District No. 13

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Governing Board President or authorized designee  
for Yuma Elementary School District No. One

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: Mark S. Watson  
Mayor or authorized designee for City of Yuma

MARK S. WATSON  
Print Name

Signed this 18 day of Jan., 2006

SIGNATURE OF TRUSTEES:

By: \_\_\_\_\_  
Daniel D. Hann  
Trustee for Arizona Western College  
  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Shane Turner  
Trustee for Arizona Western College  
  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Michael Wicks  
Trustee for Crane Elementary School District No. 13  
  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Mike Jarvis  
Trustee for Crane Elementary School District No. 13  
  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Maureen Irr  
Trustee for Yuma Elementary School District No. One  
  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Kerry Jones  
Trustee for Yuma Elementary School District No. One  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: *Mike G. Callahan*  
Mike G. Callahan  
Trustee for City of Yuma  
Signed this 18 day of January, 2006

By: *Bob Stull*  
Bob Stull  
Trustee for City of Yuma  
Signed this 18 day of January, 2006

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for Arizona Western College  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Legal Counsel for Crane Elementary School District No. 13  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Legal Counsel for Yuma Elementary School District No. One  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

By: *CS Dwyer*  
Legal Counsel for City of Yuma  
Signed this 19 day of January, 2006



## 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)

September 25, 2017

### 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 Third Amendment to the  
Independent Contractors Agreement for Transit Advertising Services.

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**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Third Amendment to the Independent Contractors Agreement for Transit Advertising Services

**Background and Summary:** YCIPTA and All Access Media entered into the Agreement for transit advertising services in Yuma County with a base term beginning on April 1, 2012 and expiring on June 30, 2015, and up to two (2), one (1) year extensions through June 30, 2016 and June 30, 2017. The two (2) extensions were executed. YCIPTA desires to continue the contract for one more additional year ending June 30, 2018. Before the end of this renewal, staff will be preparing a new advertising RFP for transit advertising services.

**Recommended Motion:** That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the Third Amendment to the Independent Contractors Agreement for Transit Advertising Services

**Fiscal Impact:** None.

**Legal Counsel Review:** Yes

**Attachments:** Third Amendment to the Independent Contractors Agreement for Transit Advertising Services

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

Shelly Kreger, Transit Director

For information on this staff report, please contact Shelly Kreger, Transit Director via email at [skreger@ycipta.az.gov](mailto: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**  
Bill Lee, Chairman - City of Somerton, Susan Thorpe, Vice Chairman – Yuma County, Larry Killman –  
Sec/Treasurer – Town of Wellton, Greg Wilkinson – City of Yuma, Brian Golding, Sr.-Quechan Tribe,  
Dr. Michael Sabath - Northern Arizona University, Dr. Daniel Corr - Arizona Western College,  
Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

**THIRD AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
FOR TRANSIT ADVERTISING SERVICES**

The Independent Contractor Agreement entered into by and between the YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY, a political subdivision of the State of Arizona ("YCIPTA") and All Access Media Productions ("Contractor"), dated March 26, 2012, (the "Agreement"), is hereby amended as follows:

**WITNESSETH:**

**WHEREAS**, YCIPTA and Contractor entered into the Agreement for transit advertising services in Yuma County with a base term beginning on April 1, 2012 and expiring on June 30, 2015, and up to two (2), one (1) year extensions through June 30, 2016 and June 30, 2017, as mutually agreed between the parties;

**WHEREAS**, the term of the Agreement was extended pursuant to the First Amendment entered into between the parties to be effective as of July 1, 2015, and the Second Amendment entered into between the parties to be effective as of July 1, 2016;

**WHEREAS**, Contractor has been providing transit advertising services to YCIPTA throughout the base and extended terms pursuant to the terms of the Agreement;

**WHEREAS**, YCIPTA has determined that the independent contractor relationship with Contractor for transit advertising services may continue based upon the availability of funding, and as such, YCIPTA's Board of Directors authorized an amendment to continue the Agreement for one (1) year; and

**WHEREAS**, YCIPTA and Contractor have mutually agreed to continue the Agreement for one (1) year.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Amendment.** The following Section Five is deleted in its entirety and replaced with the following:

**SECTION FIVE - TERM**

The Term of this Agreement shall begin July 1, 2017, and end one (1) year later on June 30, 2018.

2. **Other Terms and Conditions.**

A. This amendment supersedes all oral negotiations and prior and contemporaneous writings with respect to the subject matter hereof and is intended by the parties as the final expression of the Agreement with respect to the terms and conditions set forth

herein and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this amendment and those of any other agreement or instrument, the terms, conditions and provisions of this amendment shall prevail.

- B. Except as expressly modified, amended or supplemented herein, all other terms and covenants set forth in the Agreement, shall remain the same, shall be in full force and effect, and are hereby reaffirmed and ratified by the parties in their entirety.

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Amendment to Independent Contractor Agreement for Transit Advertising Services to be executed through the parties' representatives as of the dates indicated below.

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

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

\_\_\_\_\_  
Date

**ALL ACCESS MEDIA PRODUCTIONS**

\_\_\_\_\_  
By: Elisa C. Velasco  
Its: Owner

\_\_\_\_\_  
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)

September 25, 2017

### 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 First Amendment to  
Agreement for the Provision of General Public Fixed-Route and  
Demand Response Services.

---

**Requested Action:** Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve First Amendment to Agreement for the Provision of General Public Fixed-Route and Demand Response Services

**Background and Summary:** On August 18, 2014 YCIPTA and National Express Transit Services Corporation (NEXT) entered into an agreement to provide General Public Fixed Route and Demand Response Services. The contract term was for three (3) initial years with seven (7) one (1) year extensions. YCIPTA desires to continue the contract with NEXT by executing the first one (1) year option ending June 30, 2018. There will be six (6) one (1) year remaining options on the contract.

Staff has requested several sections of the contract be amended including removing the cap on liquidated damages, additional key performance indicators, maintenance and key personnel, accident reporting and NEXT providing the Demand Response service beginning July 1, 2017.

**Recommended Motion:** That the Yuma County Intergovernmental Public Transportation Authority Board of Directors vote to approve the First Amendment to Agreement for the Provision of General Public Fixed-Route and Demand Response Services

---

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

Shelly Kreger, Transit Director

Fiscal Impact: Included in current budget.

Legal Counsel Review: Yes

Attachments: First Amendment to Agreement for the Provision of General Public Fixed-Route and Demand Response Services, Exhibit A and Original Agreement.

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

Approved for Submission



Shelly Kreger  
Transit Director

---

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

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

Shelly Kreger, Transit Director

**FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION OF GENERAL  
PUBLIC FIXED-ROUTE AND DEMAND RESPONSE SERVICES**

This First Amendment to Agreement for the Provision of General Public Fixed-Route and Demand Response Services (“Amendment”), made and entered into September 1, 2017 (“Effective Date”), is by and between **Yuma County Intergovernmental Public Transportation Authority**, a political subdivision of the State of Arizona (“YCIPTA”), and **National Express Transit Services Corporation**, a Delaware corporation (“CONTRACTOR”).

**WITNESSETH:**

**WHEREAS**, YCIPTA and CONTRACTOR are parties to that certain Agreement for the Provision of General Public Fixed-Route and Demand Response Services, dated on or about August 1, 2014 (“Agreement”);

**WHEREAS**, YCIPTA and CONTRACTOR desire to extend the Contract Term of the Agreement pursuant to Section 4(B) of the Agreement and otherwise amend the Agreement subject to the terms and conditions of this Amendment;

**WHEREAS**, YCIPTA is in need of the services of transportation services for persons with disabilities that meet the criteria for using Americans with Disabilities Act (“ADA”) paratransit service as part of the One Call-One Click Mobility Management Center called SARA Rides, and CONTRACTOR is willing and able to provide these services, and as of July 1, 2017, CONTRACTOR has been providing these services; and

**WHEREAS**, YCIPTA and CONTRACTOR desire to amend the Agreement accordingly by entering into this Amendment pursuant to Section 57 of the Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises hereinafter given, YCIPTA and CONTRACTOR agree as follows:

1. Capitalized terms used herein and not otherwise defined in this Amendment are used with the same respective meanings attributed thereto in the Agreement.
2. The Contract Term of the Agreement is hereby extended such that it shall expire at 11:59 p.m. on June 30, 2018.
3. All references throughout the Agreement for the SARA Contractor are hereby deleted and CONTRACTOR shall perform OnCall services that were previously performed by Saguaro Transportation Services for the extended Contract Term in accordance with the terms of the Agreement.
4. The last sentence of Section 1(M)(2) Demand Response Service is hereby deleted and replaced with the following: “CONTRACTOR shall not be paid for the following, and such time shall be subtracted from the Revenue Hours: i) bus operator breaks; ii) lunch

periods; and iii) idle vehicle time when the bus operator is off the vehicle more than 30 minutes.”

5. In Section 8(D), the words, “if applicable,” are hereby inserted after “(AWC)”.
6. A new Section 8(E) shall be inserted, causing the subsequent subsections to be re-lettered, as follows:

“E. Maintenance Personnel: CONTRACTOR shall employ four (4) full time maintenance personnel to provide the services under this Agreement and in accordance with Appendix A, Section G(1)(d), and CONTRACTOR shall bill YCIPTA under a separate invoice for the fourth (4<sup>th</sup>) maintenance personnel. YCIPTA reserves the right to request additional maintenance personnel to be provided and paid for by CONTRACTOR on an as needed basis, billed in accordance with pay equivalent to other mechanics.”

7. Section 48 of the Agreement is revised as follows:

- i. The seventh (7<sup>th</sup>) sentence in Section 48 is hereby deleted and replaced with the following: “YCIPTA shall deduct liquidated damages from CONTRACTOR’s monthly invoice.”
- ii. The eighth (8<sup>th</sup>) sentence in Section 48 is hereby deleted in its entirety.

8. The following amendments are made to Appendix A of the Agreement:

- i. In Section A(2), the requirement for farebox revenue being counted while at least two CONTRACTOR employees are present is hereby revised to require that farebox revenue must be counted by a CONTRACTOR employee.
- ii. In Section A(7)(f), the reference to “CONTRACTOR” is hereby deleted and replaced with “YCIPTA”.
- iii. In Section C(17)(a), the words “and wax, with solutions pre-approved by YCIPTA” are hereby inserted after the word “Wash”.
- iv. In Section G(1), a new subsection (d) is hereby inserted as follows:

“d. In addition to those minimum qualifications listed in G(1)(b), maintenance personnel shall be required to possess the following minimum qualifications:

- 1) Maintenance personnel shall include two (2) or more Class “A” Technicians and two (2) or more Class “B” Technicians as defined below. “C” Technicians may fill a “B” Technician position for a period of no more than six (6) months with a written employee development plan.
- 2) Class “A” Technician:
  - a) Purpose of Position – Makes diagnostic tests and repairs on or to any vehicles assigned to the transit property in a reasonable time with minimal or no supervision or assistance.
  - b) Primary Job Functions – Performs diagnostic tests on all assigned vehicles and equipment; performs skilled Preventive Maintenance

- Service; services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment; and performs other duties as required.
- c) Certified in both 608 and 609 A/C repairs.
  - d) Documented experience in the repair and maintenance of all types of automotive and transit equipment or an equivalent combination of training and experience.
  - e) Good knowledge of the repair, maintenance, and modifications of light and heavy gasoline and diesel powered equipment, including transit vehicles.
  - f) Ability to use all types of vehicle mechanic equipment and tools effectively and safely.
  - g) Familiar with use of repair manuals and parts books.
- 3) Class "B" Technician:
- a) Purpose of Position – Makes diagnostic tests and repairs on or to most vehicles assigned to the transit property in a reasonable time with moderate assistance and guidance.
  - b) Primary Job Functions – Performs diagnostic tests on all assigned vehicles and equipment; performs skilled Preventive Maintenance Service; services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment; and performs other duties as required.
  - c) Certified in both 608 and 609 A/C repairs.
  - d) Documented experience in the repair and maintenance of all types of automotive and transit equipment or an equivalent combination of training and experience.
  - e) Good knowledge of the repair, maintenance, and modifications of light and heavy gasoline and diesel powered equipment, including transit vehicles.
  - f) Ability to use most types of vehicle mechanic equipment and tools effectively and safely.
  - g) Familiar with use of repair manuals and parts books.
- 4) Class "C" Technician:
- a) Purpose of Position – An entry level position for trade school graduates and individuals that show general mechanical aptitude that will allow them to learn and practice diagnostic tests and repairs on or to most vehicles assigned to the transit property in a reasonable time with assistance from the manager or other class mechanics assistance and guidance.
  - b) Primary Job Functions – Learns and performs diagnostic tests on assigned vehicles and equipment; learns and performs skilled Preventive Maintenance Service; and with supervision, services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment.
  - c) Ability to be certified in both 608 and 609 A/C repairs.
  - d) Graduate from a trade school or displays mechanical aptitude.

- e) Understands the safe use of shop tools and equipment.
- 5) All maintenance personnel classified in any of the above shall also possess the following:
- a) Essential Knowledge and Skills
  - b) High school graduate or its equivalent.
  - c) Must possess a Commercial Driver's License or the ability to obtain one.
  - d) Must be able to pass an employment physical examination (pre-employment or renewal) including a substance abuse screening.
  - e) Clean driving record."

9. The following amendments are made to Appendix E of the Agreement:

- i. Page II-133 of Appendix E, Row 1, Column 2, is hereby revised to require that the standard for reporting all accidents is immediately, and in no event more than one (1) hour after the accident.
- ii. Page II-133 of Appendix E, Row 2, Column 4, is hereby revised to insert the following language: "In the event that a key personnel position remains unfilled for more than thirty (30) days, then the fixed monthly charge shall be reduced by the then current salary amount for that position until the position is filled. For the purposes of this paragraph, key personnel positions include Operations Manager, Safety and Training Manager, and Maintenance Manager."
- iii. Additional Key Performance Indicators with the corresponding amount of liquidated damages are hereby inserted in accordance with Exhibit A, attached hereto.

10. The Agreement remains in full force and effect in accordance with its terms. There are no other modifications, express or implied, except as herein provided.

11. YCIPTA and CONTRACTOR each represent to the other that (i) the party signing this Amendment on behalf thereof is duly authorized to do so, and (ii) this Amendment is binding upon such party in accordance with its terms. This Amendment may be executed in multiple counterparts and by facsimile signatures with the same effect of an original.

**---SIGNATURES ON THE NEXT PAGE---**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for the Provision of General Public Fixed-Route and Demand Response Services on the day and year first above written.

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY**

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

ATTEST:

By: \_\_\_\_\_  
Carol Perez, Management Analyst

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Minda M. Davy, YCIPTA Legal Counsel

**NATIONAL EXPRESS TRANSIT  
SERVICES CORPORATION**

\_\_\_\_\_  
Judith Crawford, Chief Executive Officer

# **EXHIBIT A**

Additional Key Performance Indicators – Appendix E

DRAFT

**AGREEMENT  
FOR THE PROVISION OF  
GENERAL PUBLIC FIXED-ROUTE  
AND DEMAND RESPONSE  
SERVICES**

**by and between**

**YUMA COUNTY  
INTERGOVERNMENTAL PUBLIC  
TRANSPORTATION AUTHORITY**

**and**

**National Express Transit Services  
Corporation**

**August 1, 2014**

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**AGREEMENT FOR THE PROVISION OF GENERAL PUBLIC FIXED-ROUTE  
AND DEMAND RESPONSE SERVICES**

This Agreement for the Provision of General Public Fixed-Route and Demand Response Services ("Agreement") is made and entered into as of August 1, 2014 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a political subdivision of the State of Arizona, and National Express Transit Services Corporation ("CONTRACTOR"), a Delaware corporation.

**RECITALS**

WHEREAS, YCIPTA conducted a "Best Value" competitive procurement process as prescribed in the Federal Transit Administration's Third Party Contracting Guidance circular 4220.1.F. to select a contractor to operate and maintain the general public fixed-route transit services, known as Yuma County Area Transit ("YCAT"), and demand response transit services known as Yuma County Area Transit OnCall ("YCAT OnCall") (hereinafter YCAT and YCAT OnCall are collectively referred to as the "Services") throughout Yuma County, Arizona, with service extended into eastern Imperial County, California;

WHEREAS, CONTRACTOR provides such passenger transportation services to various individuals, corporations, and governmental agencies on a contract basis;

WHEREAS, CONTRACTOR was selected by YCIPTA pursuant to this competitive process, and was awarded the contract by YCIPTA Board of Directors; and

WHEREAS, YCIPTA and CONTRACTOR desire to enter into this Agreement to describe the Scope of Work to be provided by CONTRACTOR and to set forth the terms and conditions that will govern the operation by CONTRACTOR of the fixed-route and demand response services covered by this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises hereinafter given, YCIPTA and CONTRACTOR hereby agree as follows:

## SECTION 1 DEFINITIONS

- A. Agreement: The term "Agreement" means this Agreement for the Provision of General Public Fixed-Route and Demand Response Services, including the following Appendices as attached, all of which are incorporated herein as part of this agreement: Appendix A, Scope of Work; Appendix B, Federal Clauses; Appendix C, Required Forms; Appendix D, CONTRACTOR's Best and Final Offer and Final Cost/Staffing Pages; Appendix E, Liquidated Damages. In addition, the Request for Proposals (RFP) and CONTRACTOR's proposal as well as CONTRACTOR 's Best and Final Offer (BAFO) in response to the RFP are incorporated into the Agreement by reference as if fully set forth herein; Appendix F: Service Perimeters, Fare Policy and Fleet Inventory. Should conflicts exist among these documents, this Agreement and the Scope of Work attached hereto shall control over the RFP; the RFP and CONTRACTOR's Best and Final Offer shall control over CONTRACTOR's Proposal. This Agreement supersedes any other oral or written representation between YCIPTA and CONTRACTOR.
- B. Appendix: The term "Appendix" shall refer to the specified appendix to the this Agreement.
- C. YCIPTA Transit Director: The term "YCIPTA Transit Director" means YCIPTA's Transit Director or his or her designee.
- D. Commencement Date: The term "Commencement Date" means the date the CONTRACTOR begins the operation and maintenance of fixed-route and demand response service under this Agreement. The Commencement Date is currently scheduled as Monday, August 18, 2014 at 12:01 a.m., unless YCIPTA modifies that date by written notice to the CONTRACTOR.
- E. Contract Term: The term "Contract Term" means the term of this Agreement, which is for three (3) years, with seven (7) one year options available.
- F. Contractor: The term "CONTRACTOR" means National Express Transit Corporation.

- G. Consumer Price Index: The term "Consumer Price Index" means the average of the percent change in Consumer Price Index The Consumer Price Index (CPI) United States City Average, All Items Index for All Urban Consumers (CPI-U).
- H. Date of this Agreement: The term "Date of this Agreement" means the date this Agreement is executed by both parties.
- I. Days: The term "days" means calendar days, unless otherwise designated in this Agreement.
- J. Deadhead Time: The term "Deadhead Time" means the time during which a revenue vehicle is operating outside of the time period during which it is available to transport fare-paying passengers, such as movement between the Facility and the departure point of a scheduled route, and between the ending point of a scheduled route back to the Facility.
- K. Facility: The term "Facility" means YCIPTA's Bus Facility at 2715 East 14<sup>th</sup> Street, Yuma, AZ 85365 or any other location designated by YCIPTA.
- L. Federal Transit Administration (FTA): The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation.
- M. Revenue Hour: The term "Revenue Hour" means the total time a revenue vehicle is available to transport passengers and excludes "Deadhead Time".
1. Fixed-route: For the fixed-route service, a "Revenue Hour" begins at the first scheduled stop and ends at the last scheduled stop of the service day minus layover time (time at the end of each line) and other activities when the bus is not moving in excess of 15 minutes.
  2. Demand Responsive Service: Service shall be operated in an origin to destination type of service. This means that passengers shall be picked up or dropped off at their location at the curb or door based on the disability of the passenger in accordance with the Americans with Disabilities Act (ADA). The Contactor will be paid on a per hour basis, as specified in SECTION 5 COMPENSATION, for

"Revenue Hours" operated pursuant to this Agreement. For compensation purposes, Revenue Hours are calculated from the time the first passenger is picked up to the time of the last passenger is dropped off. Bus operator breaks, lunch periods, and idle vehicle time when the bus operator is off the vehicle more than 30 minutes shall be subtracted from the revenue hours.

N. Revenue Vehicle: The term "Revenue Vehicle" means any vehicle owned or leased by YCIPTA for the purpose of carrying passengers in revenue service and used by CONTRACTOR to provide fixed-route or demand response services under this Agreement or any amendments.

O. Revenue Service: The term "Revenue Service" means the operation of a Revenue Vehicle in transit service with the expectation of carrying fare-paying passengers. Deadhead Time is not included as "Revenue Service".

P. RFP: The term "RFP" means YCIPTA's Request for Proposals dated Monday, December 16, 2013 and issued Addendums #1, #2, #3, and #4.

Q. Road Call: The term "Road Call" means the Revenue Vehicle system failures applies to the performance of a specific vehicle. A failure is counted when the specific vehicle (e.g., 5009) fails to complete its scheduled revenue trip or start its next scheduled revenue trip even when another vehicle (e.g., vehicle number 4004) is substituted and no Revenue Service is lost. The failures may occur in Revenue Service including layover / recovery time, or during deadhead (miles and hours). The Revenue Vehicle system failures are reported in two categories:

1. Major mechanical system failures are those that limit actual vehicle movement or are safety issues, and
2. Other mechanical system failures.

Major Mechanical System Failures: These are failures of a mechanical element of the Revenue Vehicle that prevent the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major mechanical systems failures include, but are not limited to, breakdown of brakes, doors, engine

cooling system, steering, front axle, rear axle, suspension and/or torque converters.

Other Mechanical System Failures: These are failures of some other mechanical element of the Revenue Vehicle that, because of YCIPTA policy, prevent the Revenue Vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in Revenue Service. Examples of other mechanical system failures include, but are not limited to, breakdowns of fareboxes, wheelchair lifts, heating, ventilation and air conditioning (HVAC) systems and/or other problems not included as a major mechanical system failure.

Further details are shown here:  
[http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2012/pdf/2012\\_Resource\\_Module.pdf](http://www.ntdprogram.gov/ntdprogram/pubs/ARM/2012/pdf/2012_Resource_Module.pdf)

- R. Vehicle Hour: The term "Vehicle Hour" means the total time a Revenue Vehicle is in operation, beginning at its departure from the Facility and ending on its return to the Facility. The term includes the time a vehicle is in Revenue Service as well as Deadhead Time, but does not include operation within the Facility, use during training, or the transporting of a spare vehicle to replace a vehicle that is out of service.

## **SECTION 2 SCOPE OF WORK**

The CONTRACTOR shall operate and maintain general public fixed-route and demand response services in accordance with this Agreement, and as more particularly described in **Appendix A, Scope of Work**, attached hereto and incorporated by reference as though fully set forth herein.

## **SECTION 3 PERFORMANCE REQUIREMENTS**

- A. In General: CONTRACTOR shall, at all times during the term of this Agreement, perform all services described in the Scope of Work diligently, carefully, and in a professional manner, and shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore (other than equipment and supplies

provided by YCIPTA as specified herein) as required under this Agreement. CONTRACTOR shall conduct all work in CONTRACTOR's own name and as an independent Contractor (as provided in Section 31) and not in the name of, or as an agent for, YCIPTA.

B. Compliance with Procurement Documents: CONTRACTOR's performance of services shall be in accordance with this Agreement as defined in Section 1 of this Agreement.

**SECTION 4 CONTRACT TERM**

A. Contract Term: The term of this Agreement (the "Contract Term") shall be for three (3) years and twenty (20) days, commencing on August 18, 2014 and ending August 31, 2017 at 11:59 p.m.

B. Options: YCIPTA, at its sole discretion, may require CONTRACTOR to continue under the terms of this agreement for additional periods of one year each ending June 30, 2018, June 30, 2019, June 30, 2020, June 30, 2021, June 30, 2022, June 30, 2023 and June 30, 2024.

**SECTION 5 COMPENSATION**

A. Base Compensation: Except as provided in subsection (b), CONTRACTOR shall be compensated as follows:

Period	For each Revenue hour operated	Each month as a fixed monthly charge
July 13, 2014 - June 30, 2015	\$34.49	\$74,839
July 1, 2015 - June 30, 2016	\$36.25	\$77,686
July 1, 2016 - June 30, 2017	\$38.13	\$80,672
July 1, 2017 - June 30, 2018	\$39.87	\$83,617
July 1, 2018 - June 30, 2019	\$41.94	\$86,971

July 1, 2019 - June 30, 2020	\$44.05	\$90,556
July 1, 2020 - June 30, 2021	\$46.32	\$94,346
July 1, 2021 - June 30, 2022	\$48.97	\$98,443
July 1, 2022 - June 30, 2023	\$51.60	\$102,770
July 1, 2023 - June 30, 2024	\$54.55	\$107,448

In addition to the above, CONTRACTOR will be paid a lump sum amount of \$215,511 for startup expenses. This amount shall be due and payable in three (3) equal annual installments no later than October 1 of the first three (3) years of the Agreement upon receipt of an invoice. YCIPTA may pay the entire amount of startup expenses due prior to October 1 of the third Agreement year.

B. Payments to CONTRACTOR: CONTRACTOR shall be paid monthly in arrears, within thirty (30) days of submission of an accurate monthly report as defined in Appendix A, Scope of Work and based upon the fixed monthly expense plus the variable hourly rate for all revenue service hours provided, unless otherwise mutually agreed upon in writing. Each monthly payment shall be based upon the actual number of in-service vehicle revenue hours for which CONTRACTOR is billing in that month. If this Agreement is terminated before the expiration of the Contract Term, CONTRACTOR's total payment shall be computed pro-rata based on the number of vehicle hours operated. The amount of payment during each period shall be as set forth herein. In the event YCIPTA fails to make any payment in full, as provided below, in addition to whatever rights CONTRACTOR may have at law or in equity, CONTRACTOR has the right to declare Agreement terminated upon forty-five (45) days written notice and to take such other steps as it may deem appropriate. CONTRACTOR agrees to cooperate fully with YCIPTA's efforts to obtain federal or state funds to make payments under this Agreement. YCIPTA agrees to remit the payment to CONTRACTOR subject to the terms of this

Agreement. CONTRACTOR's cooperation shall include, but not be limited to, the provision of applicable service revenue and cost information, passenger counts, and other information needed to meet any regional, state, and federal requirement or as required by this Agreement for planning and reporting purposes.

- C. Invoicing Procedures: CONTRACTOR shall submit invoices to YCIPTA on a monthly basis and in the format specified by YCIPTA. Upon verification of the accuracy and completeness of the invoice by YCIPTA, the invoice shall be processed for payment to CONTRACTOR. All invoices, upon completion of a monthly report shall be submitted to YCIPTA by the 15th day of the relevant month after the month that service is provided and shall be processed by YCIPTA within thirty (30) working days after the date of submission.
- D. Limit on Funding Availability: CONTRACTOR expressly agrees that any costs, expenses or amounts due under or in any way related to Agreement are solely to be paid from any funds obtained from the FTA or other entities providing a subsidy for these services, together with all monies collected through the farebox or other sales, and in no event shall this Agreement obligate YCIPTA's general fund or other YCIPTA sources of money not allocated towards the operations and maintenance of YCAT.
- E. Farebox and Other Revenues: All fare and related transportation revenues are property of YCIPTA. CONTRACTOR shall collect all farebox receipts in sealed fare boxes, and reconcile all revenues received for collection by a armor car service. YCIPTA shall be responsible for the provision of the armored car service. CONTRACTOR shall maintain all account records and reports as required herein and in Appendix A, Scope of Work. CONTRACTOR shall provide evidence satisfactory to YCIPTA that the fare and related transportation revenues collected by CONTRACTOR and reported to YCIPTA are the amounts actually collected. CONTRACTOR shall operate the fixed-route and demand response service during the term of Agreement pursuant to the fare structure established by YCIPTA. YCIPTA and other authorized agents may audit the cash handling procedures as

well as fare revenue collected at any time, with or without advance notice to CONTRACTOR.

F. Audits and Reviews: YCIPTA may at any time, at its sole discretion, conduct an audit of any and/or all records kept by CONTRACTOR that are directly or indirectly related to the services provided under this Agreement. Any overpayment or underpayment discovered in such an audit may be charged or credited (as the case may be) against CONTRACTOR's future payments. Appropriate financial adjustments to future payments shall be made by YCIPTA based upon any inconsistency, irregularity, discrepancy, under-billing or unsubstantiated billing revealed as a result of the audit. Prior to withholding payment or deducting amounts from future invoices, YCIPTA will give notice to CONTRACTOR and provide CONTRACTOR with an opportunity to state its position on the issue presented.

G. Adjustment to Base Compensation: The Base Compensation provided for in Subparagraph "A" herein for each Revenue Hour operated and for the fixed monthly charge shall be subject to adjustment one (1) year after the Agreement Contract Term specified in Section 4 and every year thereafter ("the Adjustment Date"). The Consumer Price Index (CPI) United States City Average and, All Items Index for All Urban Consumers (CPI-U), shall be used to compute the adjustment. The Percentage Change published most immediately preceding the Adjustment Date for the twelve (12) month period prior to the Adjustment Date, less the relative importance of Motor Fuel, as shown in the table "Relative importance of components in the Consumer Price Indexes : US City Average" shall be used in determining the amount of the adjustment. The percentage by which the Base Compensation shall be increased is calculated utilizing the following formula:

$$\begin{array}{l} \text{Percentage Increase to} \\ \text{Base} \\ \text{Compensation} \end{array} = A \times (100.00\% - B)$$

Where:

A is said CPI U.S. City Average, All Items Indexes, All Urban Consumers, Percent Change for the twelve (12) month period prior to the Adjustment Date.

B is said relative importance of Motor Fuel as shown in most recent table "Relative importance of components in the Consumer Price Indexes: U.S. City Average."

In no case shall the Base Compensation be less than the Base Compensation set forth in subparagraph (A) herein. In no case shall the new Base Compensation exceed the preceding Base Compensation by more than five percent (5%).

If the Index is discontinued or revised during the Contract Term, such other government Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

## **SECTION 6 NON-REGULAR SERVICES**

A. General: YCIPTA may, in its sole discretion, require CONTRACTOR to operate and maintain non-regular services that are in addition to the bus routes set forth in Appendix A, Scope of Work, YCAT current route map/schedule. Except in emergency circumstances, any such request will be made in writing, and will be made not less than ten (10) days in advance of the date the non-regular services will be provided. In an emergency situation YCIPTA shall give as much notice as possible and will work in good faith with CONTRACTOR to provide non-regular services.

### B. Rates and Other Terms:

1. Compensation for non-regular services shall be in accordance with the actual revenue hours operated at the rate per Revenue Hour set forth in Section 5 Compensation.
2. Except as otherwise expressly agreed in writing by YCIPTA and CONTRACTOR, the terms and conditions of this Agreement shall apply to any non-regular services provided under this Section.
3. The CONTRACTOR and YCIPTA shall negotiate and agree upon CONTRACTOR's work and rate and method of compensation prior to the

implementation of any non-regular service as provided in the Scope of Work as a "Potential Future Responsibility" of CONTRACTOR.

## **SECTION 7 RESPONSIBILITIES UNDER THIS AGREEMENT**

### **A. Responsibilities of CONTRACTOR:**

1. The CONTRACTOR shall coordinate, manage, and control all activities necessary to carry out its responsibilities as set forth in Appendix A, Scope of Work.
2. The CONTRACTOR shall be responsible for the costs of all equipment and supplies necessary for the performance of services under this Agreement except as provided in Appendix A, Scope of Work.

B. Responsibilities of YCIPTA: YCIPTA shall be responsible for carrying out its obligations under this Agreement and as described in Appendix A, Scope of Work.

C. Administration of Agreement. YCIPTA's Transit Director or designee shall administer this Agreement on behalf of YCIPTA. CONTRACTOR shall take all direction regarding the administration of this Agreement from YCIPTA's Transit Director and/or his or her designee.

## **SECTION 8 CONTRACTOR PERSONNEL**

### **A. In General:**

1. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all its employees as described in this Agreement or the Procurement Documents, or under any reasonable performance standard established by YCIPTA. CONTRACTOR shall be solely responsible for payment of all of its employees and/or subcontractors' wages and benefits. Without any additional expense to YCIPTA, CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and disability laws, including but not limited to the Americans with Disabilities Act. CONTRACTOR shall indemnify, defend and hold YCIPTA and its member agencies, officers, agents, employees, volunteers and

consultants, harmless from any liability, damages, claims, costs, and expenses of any nature arising from any alleged violations of personnel practices, or of statutory, regulatory, or contractual obligations to CONTRACTOR's employees, except to the extent the liability arose out of the acts or omissions of YCIPTA.

2. CONTRACTOR acknowledges and agrees that any service delivery provider, individual or subcontractor assigned by or under contract to CONTRACTOR to provide services under this Agreement shall perform their duties so as to not unduly impair CONTRACTOR's performance as required under this Agreement. By assigning a person, service delivery provider or subcontractor to work under this Agreement, CONTRACTOR agrees to be responsible for the performance of that person, subcontractor or service delivery provider during contract performance.

CONTRACTOR acknowledges and agrees that YCIPTA has the right to require the removal of any CONTRACTOR employee, subcontractor or service delivery provider that YCIPTA determines to be negatively affecting performance of work under the Agreement as defined and observed by YCIPTA. Some examples of conduct negatively affecting performance of work under the Agreement include, but are not limited to, if the employee is observed to be intemperate, troublesome, rude, disorderly, inefficient, or otherwise objectionable. Upon receipt of written notice from YCIPTA that the poor performance of an individual or service delivery provider under contract to CONTRACTOR, is unduly impairing Agreement performance, CONTRACTOR agrees to remove that individual, service delivery provider or subcontractor, from doing any further work under this Agreement. CONTRACTOR agrees that neither it nor any employee, subcontractor or service delivery provider is entitled to any additional compensation for costs incurred as a result of the removal required by YCIPTA. Any YCIPTA demand for removal will be made in writing to CONTRACTOR and upon receipt by CONTRACTOR shall take effect immediately as directed by the notice. Within five (5) working days, CONTRACTOR may investigate and address the poor performance actions and if warranted, may request YCIPTA to

reinstate CONTRACTOR employee. YCIPTA reserves the right to reject CONTRACTOR's request.

3. CONTRACTOR shall not discriminate on the grounds of race, color, national origin, religion, sex, sexual orientation, age, disability, ancestry or marital status as provided for in federal, state and local laws in the performance of its obligations under this Agreement.

B. Operations Manager: CONTRACTOR shall designate an Operations Manager who shall oversee the proper operation of services under this Agreement and who shall remain in this position for at least 24 months, unless YCIPTA consents in writing. YCIPTA reserves the right, in its sole discretion, to reject any individual CONTRACTOR proposes for the position. The Operations Manager's job responsibilities shall solely include providing services for YCIPTA under this Agreement and serve as an extension of YCIPTA's management team and shall work cooperatively under the direction of the YCIPTA Transit Director or designee. In addition, CONTRACTOR shall designate the Operations Manager as CONTRACTOR agent authorized to bind CONTRACTOR to performing all aspects of this Agreement, who shall be available at all times, either by phone or in person, to make decisions or provide coordination as necessary. The Operations Manager shall be responsible for monitoring all aspects of the service, including but not limited to, ridership, quality of service, fare collection, operations, maintenance and repairs, attitudes, motivation and employee performance. The Operations Manager shall work a minimum of eight (8) hours per day, 40 hours per week, at least five (5) days during transit service hours and reside in Imperial County, California or Yuma County, Arizona on a full time basis. The Operations Manager shall have a minimum of six (6) years of increasingly responsible management experience in transit agencies that employ twenty (20) or more full time equivalent bus operators in a union environment.

C. Maintenance Manager: CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager. YCIPTA reserves the right, in its sole discretion, to reject any individual proposed. This individual may be the lead mechanic and

shall be assigned to YCIPTA transit maintenance operations on a full-time basis. The Maintenance Manager shall also provide proactive resource management including but not limited to: preventive maintenance scheduling and supervision, quality assurance, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR's maintenance duties and responsibilities. The Maintenance Manager shall have a minimum of six (6) years' experience as a Maintenance Manager managing the maintenance functions of a diesel and Compressed Natural Gas (CNG) bus shop similar in size and complexity to the services herein described. The Maintenance Manager shall also have a minimum of five (5) years of journeyman level experience with large gasoline, diesel and CNG bus engines, air conditioning systems, and wheelchair lifts. This experience shall include work on full sized transit vehicles (i.e., 35 foot or larger transit coaches). The Maintenance Manager shall have experience supervising the work of other maintenance personnel and shall be a working mechanic in addition to their managerial duties.

- D. Lead Road Supervisor: CONTRACTOR shall designate a Lead Road Supervisor who shall assist the Operations Manager in the oversight of day to day transit operations, safety and training of Service operations under this Agreement, and under supervision of dispatchers and road supervisors. YCIPTA reserves the right, in its sole discretion, to reject any individual proposed. The Lead Road Supervisor's job responsibilities shall include: (1) assist in the oversight of all operations personnel; (2) facilitating training for all operational related personnel; (3) ensuring safety is being followed for all CONTRACTOR personnel; (4) the ability to train employees as a Transportation Safety Institute (TSI) trainer, Passenger Service and Safety (PASS) trainer and a third party tester with Arizona Department of Transportation, Motor Vehicle Division (MVD) locally in Yuma; and (5) facilitate the training of potential bus operators through a class developed in conjunction with Arizona Western College (AWC), acting as the instructor of this class. The Lead Road Supervisor shall have a minimum of three (3) years of operations, safety and training management experience in a union environment.

- E. Changes in Key Personnel: CONTRACTOR shall not, without prior written notice to and consent by YCIPTA, remove or reassign the Operations Manager, Maintenance Manager, Lead Road Supervisor or any key management personnel identified in its proposal, or appoint any new individual to those positions, whether in an acting or permanent capacity, at any time during the Contract Term; provided that CONTRACTOR shall have the discretion, following written notice and explanation to YCIPTA, to remove any such individual pursuant to CONTRACTOR's established personnel policies. YCIPTA reserves the right to request removal of any Operations Manager, Maintenance Manager, Lead Road Supervisor or any key management personnel identified in its proposal if they are not meeting YCIPTA expectations and CONTRACTOR shall provide an interim plan on the management of the Service until a permanent replacement is found.
- F. Requirement for Qualified Workforce: CONTRACTOR shall provide and maintain throughout the term of this Agreement a sufficient number of properly qualified personnel to operate and maintain the Revenue Vehicles and other equipment and to provide the services required under this Agreement. The number, qualifications, class, craft, and position of the personnel provided shall be in accordance with the information submitted by CONTRACTOR in its proposal. This includes adequate executive, administrative, supervisory, operational, and utility personnel.
- G. Compliance With Drug and Alcohol Testing Policy: CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions, pursuant to the requirements of the FTA and/or the Arizona/California Highway Patrol. CONTRACTOR shall comply with 49 C.F.R. Part 655, as may be amended from time to time, and with other drug and alcohol testing rules and regulations as may be required by the FTA. CONTRACTOR shall submit reports of drug and alcohol tests quarterly on an approved YCIPTA form, due no later than the 15th of March, July, October and December of each year of the Contract Term and any renewals thereto. In accordance with FTA procedures, CONTRACTOR shall be responsible to submit to YCIPTA its annual Management Information System reporting to FTA no later than

February 15 of each year. CONTRACTOR shall make other information regarding its drug and alcohol surveillance program available to YCIPTA upon request.

- H. Worker's Compensation: CONTRACTOR hereby certifies that it is aware of the provisions of A.R.S. § 23-901, and any amendments thereto, which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that statute, and agrees that it will comply with such provisions and submit satisfactory evidence to YCIPTA of such insurance or self-insurance before commencing the performance of work under this Agreement.
- I. Additional Personnel and Services: If service under this Agreement is increased, requiring changes in the number of Revenue Vehicles, number of Revenue Hours, number of routes, and/or service frequency, CONTRACTOR must have available, or be able to acquire in a timely fashion, any additional personnel required for the provision of such additional service within thirty (30) days of YCIPTA's request.
- J. Employees of Prior CONTRACTOR:
1. If CONTRACTOR was not the operator of YCIPTA's transit system immediately prior to the Commencement Date, existing employees shall be afforded an opportunity to apply for employment with CONTRACTOR in compliance with FTA Section 5333(b) regarding Standard Transit Employee Protective Arrangements, and the Special Warranty For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects Pursuant to Section 5333(b).
  2. CONTRACTOR shall not be obligated or required to hire any existing employee if CONTRACTOR determines that the employee is not qualified for the position (under the terms of the Agreement or under CONTRACTOR's employment standards and personnel policies), or if CONTRACTOR determines that the employee should not be hired because of unsatisfactory past employment history, had a failed Central Background check, or a prior felony conviction as identified through a background check process.

- K. Immigration Reform and Control Act of 1986: CONTRACTOR assumes full responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder in compliance with the Immigration Reform and Control Act of 1986 and rules and regulations promulgated in connection therewith (hereinafter "IRCA"). CONTRACTOR shall indemnify, defend and hold YCIPTA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance with the provisions of IRCA.
- L. Requirement Pursuant to 49 U.S.C. § 5333(b): In accordance with YCIPTA's obligations to the Federal government in the operation and maintenance of a public transit service, the Special Warranty for the Small Urban and Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. Department Of Labor implementing procedures for 49 U.S.C. § 5333(b), and any revisions thereto applies to this Agreement and is incorporated herein by reference.

## **SECTION 9 VEHICLES**

YCIPTA shall provide sufficient Revenue and non-revenue Vehicles, including spares, for use by CONTRACTOR in providing the services required under this Agreement, as described more particularly in the Scope of Work. CONTRACTOR shall not operate, lease or charter YCIPTA-provided vehicles, equipment or other assets used in any way in connection with this Agreement for any purpose other than that specified in this Agreement, unless specifically authorized by YCIPTA in writing.

## **SECTION 10 VEHICLE WARRANTY REPAIRS**

CONTRACTOR shall be responsible for the exercise and enforcement of all warranties relating to YCIPTA-provided vehicles and equipment.

## **SECTION 11 MATERIALS AND EQUIPMENT**

The CONTRACTOR shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under this Agreement as described more particularly in the Scope of Work.

## SECTION 12 INVENTORY

- A. General: YCIPTA and CONTRACTOR agree to prepare a joint written inventory of all YCIPTA and CONTRACTOR provided equipment and supplies. This inventory shall be conducted at the commencement and termination of this Agreement. CONTRACTOR shall be responsible for returning the vehicles, equipment and supplies to YCIPTA in the condition they were originally delivered to CONTRACTOR in, less ordinary wear and tear.
- B. Initial Inventory: YCIPTA shall provide CONTRACTOR with an initial inventory of equipment and other property provided by YCIPTA to be used to provide services under this Agreement. Said initial inventory of YCIPTA property is attached hereto and incorporated by reference as though fully set forth herein in **Appendix C, Form 9, YCIPTA Provided Inventory**. The initial inventory may be added to, and the inventory list updated accordingly, during the Contract Term.
- C. CONTRACTOR Duty: CONTRACTOR shall return to YCIPTA, at the expiration or earlier termination of this Agreement, property and equipment of equivalent type value (as of the date acquired) and condition as that identified in the updated initial inventory list, subject to normal wear and tear.
- D. Final Inventory: YCIPTA shall conduct a final inventory during the last month of the Contract Term or as reasonable if earlier terminated. If any property or equipment is determined, on the basis of a comparison of the updated initial inventory list to the final inventory list to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear, the CONTRACTOR shall be responsible for either replacing such property and equipment, or compensating YCIPTA for its replacement value, at YCIPTA's sole discretion. YCIPTA, in its sole discretion, may deduct any amount due for the replacement of property or equipment from the final monthly payment due to the CONTRACTOR. If the amount due for replacement of property and equipment exceeds the amount of the final payment owed CONTRACTOR shall pay YCIPTA that excess amount within thirty (30) days after notification from YCIPTA.

## SECTION 13 MAINTENANCE, OPERATIONS AND ADMINISTRATION FACILITY

### A. Facility

1. CONTRACTOR shall be deemed to have a revocable license to use the Facility during the Contract Term. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property. CONTRACTOR shall use the Facility solely for the purposes of operating service under this Agreement. CONTRACTOR's right to use the Facility may not be transferred or assigned. YCIPTA, at its sole discretion, may allow other contractors the right to use the Facility, with thirty (30) days prior written notice to CONTRACTOR.
2. YCIPTA, at its sole expense, shall be responsible for the repair and maintenance of structural (such as ceiling joists, framing, floor slab, load bearing components and similar items) portions of the Facility, except to the extent any such repairs or maintenance are required as a result of the negligence or willful misconduct of CONTRACTOR, its employees, volunteers or agents, in which event such maintenance and repairs shall be performed by CONTRACTOR at its sole expense. YCIPTA, at its sole expense, shall be responsible for security, as well as maintenance, repair and replacement of all the exterior and non-structural elements of the Facility and other improvements at the Facility, including the exterior walls, windows, roof, gutters, down spouts and the common areas, abutting sidewalks, driveways and asphalt and all general mechanical, plumbing, sprinkler, life safety, HVAC and electrical systems serving the Facility, except to the extent any such repairs or maintenance are required as a result of the negligence or willful misconduct of CONTRACTOR, its employees, volunteers or agents, in which event such maintenance and repairs shall be performed by CONTRACTOR at its sole expense.
3. YCIPTA shall be responsible for janitorial maintenance of the Facility, including restroom supplies, pest control and general cleaning of all offices. CONTRACTOR shall be responsible for managing and coordinating the facility maintenance functions on behalf of YCIPTA in accordance with YCIPTA's Facility Management

Plan. All costs associated with facility maintenance shall be the responsibility of YCIPTA.

B. Environmental Indemnification:

1. YCIPTA hereby represents and warrants that:
    - a. The Property and Facility have been used, operated and maintained at all times in compliance with all applicable federal, state and local environmental quality laws, regulations, rules, policies and rulings; and,
    - b. To the best of YCIPTA's knowledge, there has been no discharge of oil, gasoline, diesel fuel, solvents, other hydrocarbons or any other hazardous materials into or contamination by such materials or otherwise of the soil, ground water, surface water, storm drain system, sewer drain system, etc., or any other pollution from any use, operation and/or maintenance of the Property and Facility at any time prior to the date hereof.
    - c. YCIPTA shall comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to use, maintenance and operation of the Property and Facility at all times prior to, during this AGREEMENT.
  2. CONTRACTOR shall comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of the Property and Facility at all times during this AGREEMENT after YCIPTA complies with the testing, inspection, and initial repair or replacement provisions herein on the following terms and at the expense of YCIPTA:
  3. YCIPTA shall have full responsibility for the proper removal and disposal of any and all existing hazardous material stored on-site prior to the commencement of CONTRACTOR's occupation of the Property or Facility.
  4. CONTRACTOR shall have no liability for any matters relating to hazardous or toxic conditions of the Property and Facility, environmental cleanup and disposal, or of violations of environmental quality laws, except for liability arising out of or
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related to the willful misconduct or negligent acts or omissions of CONTRACTOR, its subcontractors, employees, agents, invitees, etc..

5. YCIPTA hereby agrees to defend, indemnify and hold CONTRACTOR harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims or liability arising out of or related to the use, maintenance and operation of the Property and Facility related to environmental quality matters affecting the Property and Facility including without limitation, contamination of soil, surface water or ground water, personal injury or property damage and compliance with all applicable federal, state and local requirements affecting environmental quality (except for liability arising out of or related to the willful misconduct or negligent acts or omissions of CONTRACTOR, its subcontractors, employees, agents, invitees, etc..
6. CONTRACTOR hereby agrees to indemnify and hold YCIPTA harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims, or liability arising out of or related to the willful or negligent acts of CONTRACTOR related to environmental quality matters affecting the Property or Facility but only to the extent that such damage or claim arose out of the willful misconduct or negligent acts or omissions of CONTRACTOR, its subcontractors, employees, agents, invitees, etc.

#### **SECTION 14 COMPUTER AND TECHNOLOGY REQUIREMENTS.**

- A. Equipment Specifications: CONTRACTOR shall be responsible for the proper care and handling of any YCIPTA provided computer equipment, as specified in the initial or any updated inventory list. In the event computers are desired beyond those supplied by YCIPTA, CONTRACTOR shall obtain a PC compatible computer(s) with the minimum specifications set by YCIPTA.
- B. Hardware:
  1. YCIPTA shall provide all computers and telecommunications hardware as set forth in the Scope of Work.

2. The CONTRACTOR shall provide "flash drives" as necessary to back-up critical files including, but not limited to, all reports, statistics, and digitally recorded phone calls ("Critical Files"). CONTRACTOR shall utilize flash drives to backup Critical Files. YCIPTA shall own these files during and at termination of the Agreement.
3. Software: YCIPTA shall provide all computer software as set forth in the Scope of Work.
4. Facsimile: YCIPTA shall provide and maintain an on-site operating facsimile machine.

### **SECTION 15 FARE COLLECTION**

The fare structure for the fixed-route and demand response services shall be established by YCIPTA and may be modified by YCIPTA during the Contract Term. CONTRACTOR's responsibilities for fare collection shall be as set forth in the Scope of Work.

### **SECTION 16 SERVICE CHANGES**

Changes to the services provided under this Agreement may only be made pursuant to the process set forth in "Changes to Level of Service" section of the Scope of Work.

### **SECTION 17 OPERATION DURING A DECLARED EMERGENCY**

In the event of a declared emergency by YCIPTA Board of Directors or YCIPTA's Transit Director, CONTRACTOR shall deploy vehicles in the manner described by YCIPTA's Transit Director. YCIPTA shall compensate CONTRACTOR during such period of declared emergency for services which significantly exceed the normal expense of operating and maintaining service under this Agreement.

### **SECTION 18 MARKETING AND ADVERTISING**

The CONTRACTOR shall cooperate in YCIPTA's marketing and advertising as described more particularly in the Scope of Work. CONTRACTOR may not use

YCIPTA, and/or Yuma County Area Transit ("YCAT") name or logo without YCIPTA's prior written consent.

## **SECTION 19 PASSENGER COMPLAINTS**

The CONTRACTOR shall electronically track and address all passenger complaints regarding operational or service deficiencies, after receiving the complaint or having it provided to CONTRACTOR by YCIPTA in accordance with the following:

- A. If the complaint relates to safety or serious operational deficiencies, CONTRACTOR shall;
  - 1. Report the complaint to YCIPTA and contact the person filing the complaint within 24 hours after it is filed; and
  - 2. Investigate the complaint and file a report to YCIPTA explaining the results of the investigation within three (3) days after the complaint is filed.
- B. If the complaint is of a less serious nature (not covered by subparagraph A)CONTRACTOR shall report the complaint to YCIPTA within 24 hours pf the complaint being filed, contact the person filing the complaint, investigate the complaint, and file a report to YCIPTA within three (3) days after the complaint is filed.
- C. In all cases, CONTRACTOR shall make (and document) at least three (3) attempts to contact the person filing the complaint.
- D. Any unresolved complaints shall be forwarded to YCIPTA for resolution.
- E. CONTRACTOR shall follow any other protocols established for customer complaints as defined by YCIPTA's Customer Comment Policy.

## **SECTION 20 PROJECT OPERATION RECORDS AND REPORTS**

- A. General: In order to document services under this Agreement and compliance with all contract requirements, CONTRACTOR shall maintain all records as required by good business practices and as described more particularly in the Scope of Work. The records are designed to provide documentation of daily operations and will

serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.

- B. National Transit Database: All public transit services provided for YCIPTA (including fixed-route, demand response and special services) must be reported annually to the Federal Transit Administration in a completed National Transit Database (NTD) report. As part of the annual NTD reporting requirement, CONTRACTOR shall compile the on-board data sampling to statistically compute valid passenger mile data in accordance with NTD procedures as defined by FTA. Details on NTD, including reporting and sampling is available here: <http://www.ntdprogram.gov/ntdprogram/>
- C. Financial Records: CONTRACTOR shall establish and maintain a separate account of all project expenditures and any other relevant financial records or documents, and shall maintain complete records reflecting all farebox receipts. CONTRACTOR's financial records shall be kept on a strict accrual basis and comply with Generally Accepted Accounting Principles. All source documents shall be maintained for a minimum of three (3) fiscal years following final payment and may be audited by YCIPTA or the FTA at any time within this period.
- D. Disadvantaged Business Enterprise (DBE) Report: CONTRACTOR shall prepare an annual DBE report to be submitted no later than thirty (30) days after the end of each YCIPTA fiscal year. The report shall include;
1. A listing of all DBE firms used;
  2. The type of procurement in which DBEs were involved; and
  3. A percent (by dollar amount of purchases from DBE firms) as measured against all other purchases.
  4. This obligation shall survive for a period of one year following the termination or expiration of the Agreement.
- E. Equal Employment Opportunity (EEO) Affirmative Action Report: The CONTRACTOR shall maintain and implement an Equal Employment

Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each YCIPTA fiscal year, prepare and submit to YCIPTA an EEO report which consists of the following:

1. Workforce Analysis for each job category;
2. Job Group Analysis for each job category;
3. Hiring Analysis for each job category;
4. Promotional Analysis for each job category;
5. Termination Analysis for each job category;
6. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving underutilized minority groups; and will work with YCIPTA on the preparation of this analysis.
7. Availability Analysis that compares the current workforce against the available workforce and will work with YCIPTA on the preparation of this analysis.
8. This obligation shall survive for a period of one year following the termination or expiration of the Agreement.

F. Surveys: YCIPTA may elect to authorize representatives of other public agencies to inspect, audit and analyze the records of CONTRACTOR in operating and maintaining service under this Agreement or CONTRACTOR's operation and maintenance of any similar service. YCIPTA may, in its sole discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of YCIPTA or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to survey work, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

## **SECTION 21 INSPECTION OF WORK**

- A. In General: All work (which term in this Section includes service performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by YCIPTA to the extent practicable at all times and places during the Contract Term and any extensions thereof. All inspections by YCIPTA shall be made in such manner as to not unduly delay the work. YCIPTA, or a third party designated by YCIPTA for this purpose, shall have the right to enter the premises used by CONTRACTOR for the purpose of inspecting and auditing all data and records which pertain to CONTRACTOR's performance under this Agreement. CONTRACTOR shall make available for review all records, equipment or other items that may be requested by YCIPTA or its designated representative.
- B. Re-performance: If any work performed is not in conformity with the requirements of this Agreement, YCIPTA shall have the right to require CONTRACTOR to perform the work again in conformity with such requirements at no increase in the total contract amount. In the event CONTRACTOR fails to promptly perform the work again, YCIPTA shall have the right, either by contract or otherwise, to have the work performed in conformity with such requirements and charge to CONTRACTOR any expenses incurred by YCIPTA that are directly related to the performance of such work, or terminate this Agreement for default as provided in Section 45. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, YCIPTA shall have the right to (1) require CONTRACTOR to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of this Agreement, and (2) reduce the contract price by an amount YCIPTA, at its sole discretion, deems reasonable to reflect the reduced value of the work performed.

## **SECTION 22 PROJECT MANAGEMENT AND ASSESSMENTS**

- A. In General: CONTRACTOR shall be held responsible for project management according to the operating procedures and standards in this Agreement or any other

document produced by YCIPTA and in the RFP. YCIPTA may, after consultation with CONTRACTOR, establish additional rules which are reasonable for the operation and maintenance of transit service.

B. Operating Performance Standards:

1. The CONTRACTOR shall operate vehicles with due regard for the safety, comfort, and convenience of passengers and the general public. Service shall be provided as scheduled or according to any adjusted schedule established by YCIPTA, including route modifications required as a result of a declared emergency. YCIPTA will provide CONTRACTOR with notice of a schedule change at least ten (10) days in advance of its effective date for changes of more than three (3) trips or on more than one bus line; provided that less notice may be provided in the event of a declared emergency.
2. The CONTRACTOR shall maintain on-time performance, however, CONTRACTOR shall not be held responsible for the failure to provide on-time service due to weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to YCIPTA.

C. Personnel Performance Standards:

1. The CONTRACTOR shall assure that regularly assigned vehicle operators or a trained back-up vehicle operators are available daily to ensure consistent and reliable service under this Agreement.
2. All CONTRACTOR personnel are responsible for knowledge of the service provided under this Agreement. Personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations. CONTRACTOR personnel must also report all passenger complaints and/or operation problems to the Operations Manager immediately. All passenger complaints shall be reported by CONTRACTOR to YCIPTA within 24 hours after being received.

3. Vehicle operators must accurately and completely submit the required operating reports each day.
  4. While in uniform (whether on-duty or off-duty), operators must be in conformance with the uniform requirements described in the Scope of Work. While not performing official YCIPTA functions or going directly to and from the job site, CONTRACTOR employees shall not wear uniforms depicting YCIPTA, YCAT or YCAT OnCall logos and/or name.
  5. CONTRACTOR personnel shall be able to speak English at all times and at least 50% of CONTRACTOR's employees must have bilingual skills to converse with Spanish speaking passengers. If personnel hired are not bilingual, CONTRACTOR shall ensure that such personnel have access to the Basic Spanish For Transit Employees handbook.
- D. Liquidated Damages: YCIPTA shall have the right in its sole discretion to assess liquidated damages in accordance with Section 48 of this Agreement. The CONTRACTOR shall have the opportunity to contest any liquidated damages assessed, but this shall not affect the right of YCIPTA to invoice or deduct the amount of liquidated damages from the monthly amount due to CONTRACTOR while the matter is pending, and hold such amounts in a separate account until the matter is resolved.

## **SECTION 23 INSURANCE**

- A. CONTRACTOR Insurance: Before the commencement of any services, CONTRACTOR must provide YCIPTA with certificates of insurance and formal endorsements identifying this Agreement by number or name. All insurance policies required by this Agreement, except Workers' Compensation and Professional Liability must name YCIPTA, and its member agencies, officers, officials, consultants, employees and volunteers, as Additional Insured with endorsement. Any insurance carried by YCIPTA, and its member agencies, officer, officials, consultants, employees and volunteers, is excess to CONTRACTOR's coverage, and not contributory coverage to that provided by CONTRACTOR. All required

policies shall contain a waiver of subrogation against YCIPTA, and its member agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of CONTRACTOR. All insurance policies are subject to approval by YCIPTA. All policies must include an endorsement providing that such insurance as is afforded under CONTRACTOR's policy is primary insurance as it respects the additional insured and that any other insurance maintained by the additional insured is excess and noncontributing with the insurance required hereunder. CONTRACTOR must give YCIPTA thirty (30) days written notice before canceling, terminating or altering any policy. CONTRACTOR's failure to furnish evidence of insurance and/or have continuous insurance during the life of this Agreement may be considered a material breach of this Agreement.

- B. The Certificate Holder must be named as follows: Yuma County Intergovernmental Public Transportation Authority and its member agencies.
  
- C. All certificates shall be sent to: Yuma County Intergovernmental Public Transportation Authority, Attention: Transit Director, 2715 East 14<sup>th</sup> Street, Yuma, AZ 85365 or [jandoh@ycipta.az.gov](mailto:jandoh@ycipta.az.gov)
  
- D. Minimum Scope of Insurance: Coverage shall be at least as broad as:
  - 1. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
  - 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
  - 3. Workers' Compensation insurance as required by the State of Arizona (A.R.S. § 23-901) and Employer's Liability Insurance.
  
- E. Minimum Limits of Insurance: CONTRACTOR shall maintain limits of no less than:
  - 1. Worker's Compensation: Insurance to cover obligations imposed by federal and state statutes having jurisdiction over employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and

\$500,000.00 disease policy limit. Workers' Compensation Coverage placed with the State Compensation Insurance Fund is acceptable.

CONTRACTOR shall require sub-consultants to provide Worker's Compensation and Employer's Liability with at least as much coverage as required of CONTRACTOR in the previous paragraph.

2. Commercial/Business Automobile Liability: With a combined single limit for bodily injury and property damages of not less than *\$5 million dollars* for each occurrence on all vehicles CONTRACTOR uses, whether owned or leased, in the performance of the work or services under this Agreement.
  
3. Commercial General Liability: Insurance with an unimpaired limit of not less than *\$1 million dollars* for each occurrence with a *\$5 million dollars* General Aggregate Limit. The policy must be primary *and the coverage shall not exclude Explosion, Collapse and Underground (X, C, U)*. CONTRACTOR must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverage's shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED HEREIN SHALL BE AN ISO FORM B (CG 20 10 1001 AND CG 20 37 10 01), OR EQUIVALENT. The insurance policy shall not exclude:
  - bodily injury
  - property damage
  - pollution liability
  - Employee Dishonesty
  
4. CONTRACTOR shall carry Umbrella/Excess Liability insurance with an unimpaired limit of not less than *\$5 million dollars* per occurrence combined limit bodily injury and property damage, and applies in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

5. In the event any of the above insurance policies are written on a "claims made" basis, coverage must extend for two (2) years past completion of this Agreement as evidenced by annual Certificates of Insurance.
- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to and approved by YCIPTA, and either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as it pertains to YCIPTA, its officers, officials, member agencies, employees, volunteers and agents; or CONTRACTOR shall provide a financial guarantee satisfactory to YCIPTA that guarantees payment of losses and related investigations, claim administration and defense expenses.
- G. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise agreed upon by YCIPTA via prior, written approval.
- H. 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 under this Agreement. 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.
- I. Indemnification: To the extent permitted by law, CONTRACTOR shall indemnify and hold harmless YCIPTA and its member agencies, officers, officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the CONTRACTOR's performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence or willful misconduct of YCIPTA.

J. Other Insurance Provisions:

1. Each insurance policy required shall be endorsed to state that coverage shall not be canceled, terminated or altered except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YCIPTA.
2. The CONTRACTOR shall maintain at all times during the term of this Agreement name the following entities as additional insureds:
  - a) Arizona Department of Economic Security
  - b) Western Arizona Council of Governments ("WACOG")
  - c) Yuma County
  - d) City of Yuma
  - e) City of San Luis
  - f) City of Somerton
  - g) Town of Wellton
  - h) Northern Arizona University-Yuma
  - i) Arizona Western College
  - j) Cocopah Indian Tribe
3. Quechan Indian Tribe
4. Any YCIPTA vehicle under lien with the Arizona Department of Transportation (ADOT) shall meet the insurance requirements as defined in their latest Section 5311 Handbook available here: <http://www.azdot.gov/planning/TransitProgramsandGrants/program-handbook-applications-and-awards>.
5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Workers' Compensation Coverages placed with the State Compensation Insurance Fund are acceptable.
6. YCIPTA, its officers, officials, employees and volunteers are to be covered as insureds in respect to: liability arising out of work or operations performed by or on behalf of CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR.

7. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance in respect to YCIPTA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be excess to CONTRACTOR's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to require 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.
9. 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.
10. CONTRACTOR shall furnish YCIPTA with original certificate and endorsements effecting the coverages required hereunder. All certificates and endorsements are required to be received and approved by YCIPTA before work commences. All insurance documents are to be sent to:

Yuma County Intergovernmental Public Transportation Authority  
Attn: Transit Director  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85365  
Email: [jandoh@ycipta.az.gov](mailto:jandoh@ycipta.az.gov)

YCIPTA reserves the right to require at any time during the life of this Agreement complete, certified copy of all required insurance policies, including endorsements effecting coverage required by these specifications.

#### **SECTION 24 CERTIFICATION REGARDING LOBBYING**

The CONTRACTOR shall provide YCIPTA with a certification regarding lobbying as required by 31 U.S.C. 1352 and 49 C.F.R. Part 19, Appendix A, and as may be amended from time to time, before the commencement of any Services under this Agreement.

**SECTION 25 DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of YCIPTA that Disadvantaged Business Enterprises (DBEs), as defined in 49 C.F.R. Part 23, and as may be amended from time to time, shall have the maximum feasible opportunity to participate in the performance of contracts and subcontracts financed under this Agreement. CONTRACTOR is encouraged to use DBEs to the maximum extent feasible in the performance of contracts and subcontracts for the services provided under this Agreement.

**SECTION 26 COMPLIANCE WITH LAWS AND PERMITS**

- A. In General: CONTRACTOR shall give all notices and comply with all existing and future federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority relating to the performance of this Agreement, including but not limited to, the laws referred to in this Agreement and in the other Procurement Documents. If these Agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, CONTRACTOR shall furnish to YCIPTA certificates of compliance with all such laws, orders and regulations.
- B. Federal Clauses: Certain specific Federal requirements that may be applicable to CONTRACTOR and to the services provided under this Agreement are set forth in the Federal Clauses, Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

**SECTION 27 NO FEDERAL GOVERNMENT OBLIGATIONS**

The Federal Government shall not be subject to any obligations or liabilities to CONTRACTOR or any other person other than YCIPTA in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation or contract, the Federal Government has no obligations or liabilities to any party, including CONTRACTOR.

## **SECTION 28 DISPUTES**

- A. In General: Any dispute between CONTRACTOR and YCIPTA relating to the implementation or administration of this Agreement shall be subject to resolution in accordance with this Section.
- B. Decision Process: The parties shall first attempt to resolve the dispute informally in meetings or communications between CONTRACTOR and the Transit Director. If the dispute remains unresolved 15 days after it first arises, CONTRACTOR may request that the YCIPTA's Transit Operations and Planning Committee hear the dispute and issue a recommended decision on the matter in dispute. The YCIPTA Transit Operations and Planning Committee action shall be the final resolution of the dispute between YCIPTA and CONTRACTOR. In connection with any such review, CONTRACTOR and YCIPTA Transit Director shall be afforded an opportunity to be heard and to offer evidence on the issues presented.
- C. Continuing Duty: Pending final resolution of a dispute under this Section, CONTRACTOR shall proceed diligently with performance in accordance with this Agreement and the recommended decision of YCIPTA Transit Director.
- D. Attorneys' Fees: If any action at law or in equity is brought on account of any breach of Agreement, or to enforce or interpret Agreement or any provision hereof, the prevailing party in such action shall be entitled to recover from the other party its attorneys' fees and costs of suit, the amount of which shall be fixed by the Court and made a part of any judgment rendered.

## **SECTION 29 ASSIGNMENT**

- A. CONTRACTOR: YCIPTA has awarded this Agreement in reliance on the particular expertise, skills, experience, and ability of CONTRACTOR. CONTRACTOR may not assign this Agreement (or any portion thereof), nor shall CONTRACTOR transfer its interests, rights, duties, or responsibilities under this Agreement, unless YCIPTA in its sole discretion grants prior written approval thereto. This requirement for approval extends to any merger or consolidation involving CONTRACTOR which would cause its responsibilities under this Agreement to be assumed by or transferred to a new,

different, or restructured entity. This provision is separate and apart from the provisions concerning subcontracting set forth in Section 30.

B. YCIPTA: YCIPTA reserves the right to assign its responsibilities under Agreement to any existing or future governmental entity for the provision of public transportation services. Such assignment shall constitute a complete novation of the Agreement, and receipt by CONTRACTOR from YCIPTA of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute complete accord and satisfaction between YCIPTA and CONTRACTOR.

### **SECTION 30 SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontract for any portion of the work required hereunder without the prior review and written approval of YCIPTA. In any such case in which CONTRACTOR desires to enter into such a subcontract, it shall provide YCIPTA with all proposed subcontracting agreements and documents, including scope of work and terms of compensation. CONTRACTOR shall be fully responsible for all work performed by any subcontractor.

Further, the entering into of a subcontract shall not, under any circumstances, relieve CONTRACTOR of its obligations, responsibilities, and liabilities under this Agreement. All transactions and communications with YCIPTA regarding the performance of this Agreement must be through CONTRACTOR. Any approval of a subcontract shall not be construed as making YCIPTA a party to such subcontract, giving the subcontractor privity of contract with YCIPTA, or subjecting YCIPTA, its member agencies, officers, employees, volunteers or agents to liability of any kind to any subcontractor.

### **SECTION 31 INDEPENDENT CONTRACTOR**

Under the terms of this Agreement, CONTRACTOR is an independent contractor and has and retains full control and supervision of the services it performs and also has full control over the employment and direct compensation and discharge of all persons, other than YCIPTA representatives, assisting in the performance of its services. CONTRACTOR agrees to be solely responsible for all matters relating to wages, hours

of work, and working conditions and payment of employees (including the negotiation of labor agreements, if applicable), and for compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of this Agreement. CONTRACTOR agrees to comply fully with the worker's compensation laws of the State of Arizona regarding its employees, and to indemnify and hold harmless YCIPTA from any failure to comply with such laws.

### **SECTION 32 CONFLICTS OF INTEREST**

- A. Individual Conflicts: No YCIPTA Board Member nor member of the staff of YCIPTA shall participate in the award or administration of this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict shall be determined in accordance with the Conflict of Interest Code adopted by YCIPTA's Board of Directors and applicable federal and state laws and regulations.
- B. Pecuniary Interests: YCIPTA Board Members and staff shall neither solicit, demand, nor accept from any person anything of a pecuniary value for or because of any action taken or to be taken in the performance of their duties.
- C. Organizational Conflict of Interest: Prior to entering into this Agreement, CONTRACTOR was required to inform YCIPTA of any real or apparent organizational conflict of interest. Such organizational conflicts of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to CONTRACTOR, or may affect CONTRACTOR's objectivity in performing the services provided under this Agreement. CONTRACTOR shall promptly inform YCIPTA if any such organizational conflict of interest arises during the term of this Agreement.

### **SECTION 33 DEBARMENT/SUSPENSION STATUS**

The CONTRACTOR has provided YCIPTA with a certification addressing its debarment and suspension status and that of its principals. During the term of this

Agreement, CONTRACTOR shall inform YCIPTA, in writing, of any change in the suspension or debarment status of CONTRACTOR or its principals within ten (10) days after such change occurs.

#### **SECTION 34 FORCE MAJEURE**

The CONTRACTOR shall not be liable for any failure to perform if acceptable evidence has been submitted to YCIPTA that failure to perform this Agreement was due to causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include acts of God, or of the public enemy, civil disturbances, fire, war, or floods, but do not include labor related incidents, such as strikes or work stoppages. In the event that CONTRACTOR negotiates a non-strike agreement with the union, the Parties hereto shall modify this Section 34, in writing, to include strikes and work stoppages as examples of Force Majeure.

#### **SECTION 35 REPLACEMENT SERVICES**

A. General Authority: In the event that CONTRACTOR is unable, due to a strike, work stoppage, bankruptcy or other financial distress, or other event not caused by YCIPTA and not covered by Section 38 to provide services in full compliance with the requirements of this Agreement, then YCIPTA may (in lieu of finding CONTRACTOR in default) obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). YCIPTA may utilize such replacement services as a substitute for all or any part of CONTRACTOR's services, and may maintain such replacement services in effect until either:

1. The CONTRACTOR is able to resume performance in full compliance with this Agreement; or
2. YCIPTA procures a permanent replacement contractor prior to implementing replacement services. YCIPTA shall notify CONTRACTOR in writing and provide CONTRACTOR three (3) days in which to cure its noncompliance.

B. Liability: If YCIPTA utilizes replacement services under this Section, CONTRACTOR shall be liable to YCIPTA for the actual amount by which the cost of such services

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exceeds the amount that would have been payable under this Agreement for comparable services, including any expenses (including internal administrative costs) incurred by YCIPTA in soliciting and obtaining those services. During the period in which any replacement services are provided, the only compensation payable to CONTRACTOR shall be for any hours of service CONTRACTOR actually provides.

- C. Savings Clause: Any action taken by YCIPTA pursuant to this Section in response to CONTRACTOR's failure to perform shall not preclude YCIPTA from subsequently finding the CONTRACTOR in default of this Agreement for the same or any related failure to perform.
- D. Contingency Staffing Plan: If required by YCIPTA, CONTRACTOR shall develop and provide to YCIPTA (through briefings or other appropriate means) a Contingency Plan to assure the continued and uninterrupted operation of services under this Agreement in the event of any strike or work stoppage engaged in by CONTRACTOR's employees. The Contingency Plan shall set forth all steps to be taken by CONTRACTOR to assure compliance with the requirements set forth in this Section, including, but not limited to, plans for solicitation of replacement workers, hiring and training of workers, use of subcontractors, and reliance upon CONTRACTOR management staff and personnel from other operations.
- E. Notification to Public: In the event of service disruption, CONTRACTOR shall post rider alerts on an YCIPTA approved format if the service disruption lasts more than 24 hours and post announcements on YCIPTA Social Media sites.

## **SECTION 36 LICENSING, PERMITS, AND TAXES**

The CONTRACTOR shall be appropriately licensed for the services to be performed under this Agreement. The cost for any required licenses or permits shall be the responsibility of CONTRACTOR, other than the licensing fees for the Revenue Vehicles paid by YCIPTA. CONTRACTOR is liable for all taxes due as a result of performance of services under this Agreement.

## **SECTION 37 AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR agrees that YCIPTA, any Member Agency of YCIPTA, Yuma Metropolitan Planning Organization ("YMPO"), ADOT, Imperial County Transportation Commission, Federal Transit Administration (FTA), California Department of Transportation (Caltrans), the Comptroller General of the United States, and the Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of this Agreement. Further, CONTRACTOR agrees to maintain all required records for at least three (3) years after YCIPTA has made final payment and all other pending matters related to this Agreement or the services provided hereunder are resolved.

## **SECTION 38 WAIVER OF TERMS AND CONDITIONS**

The failure of YCIPTA or CONTRACTOR to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by YCIPTA of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in full force and effect as if no waiver had occurred.

## **SECTION 39 CANCELLATION OF AGREEMENT**

- A. In any of the following cases, YCIPTA shall have the right to cancel this Agreement immediately upon notice to CONTRACTOR and without expense to YCIPTA.
1. The CONTRACTOR is guilty of misrepresentation; or
  2. This Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or
  3. This Agreement conflicts with any statutory or constitutional provision of the State of Arizona or the United States.

B. This Section shall not be construed to limit YCIPTA's right to terminate this Agreement for convenience or default, as provided in Sections 43 and 45 respectively.

#### **SECTION 40 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.

#### **SECTION 41 REMEDIES**

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

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.

#### **SECTION 42 TERMINATION FOR CONVENIENCE**

##### **A. General:**

1. The performance of work under this Agreement may be terminated by YCIPTA in accordance with this Section in whole, or from time to time in part, whenever YCIPTA Transit Director determines that such termination is in the best interest of YCIPTA. Any such termination shall be effected by delivery to CONTRACTOR of a notice of termination, at a minimum of ninety (90) days' notice, specifying the

extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective.

2. Under no circumstances shall CONTRACTOR be entitled to anticipatory or unearned profits or consequential damages as a result of a termination or partial termination under this Section or for any other termination by YCIPTA. The payment to CONTRACTOR determined in accordance with this Section shall constitute the exclusive remedy of CONTRACTOR for a termination hereunder.

B. Actions upon Notice: Upon receipt of a notice of termination, and except as otherwise directed by YCIPTA's Transit Director, CONTRACTOR shall:

1. Stop work under this Agreement on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to YCIPTA in the manner, at the times, and to the extent directed by YCIPTA's Transit Director, all of the rights, title and interest of CONTRACTOR under the orders and subcontracts so terminated;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of YCIPTA, to the extent YCIPTA Transit Director may require, which approval or ratification shall be final for all the purposes of this Section;
6. Transfer title to YCIPTA and deliver in the manner, at the times, and to the extent, if any, directed by YCIPTA's Transit Director, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and any information and other property

which, if this Agreement had been completed, would have been required to be furnished to YCIPTA;

7. Complete any such part of the work as shall not have been terminated by the notice of termination; and
8. Take such action as may be necessary, or as YCIPTA's Transit Director may direct, for the protection and preservation of the property related to this Agreement which is in the possession of CONTRACTOR and in which YCIPTA has or may acquire an interest.

Payments by YCIPTA to CONTRACTOR shall be made within sixty (60) days after the date of termination but not thereafter. Except as otherwise provided, settlement of claims by CONTRACTOR under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

#### **SECTION 43 TERMINATION BY MUTUAL AGREEMENT**

This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a prior written agreement executed by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Sections 44 and 46.

#### **SECTION 44 TERMINATION FOR DEFAULT**

A. In General: Subject to the provisions of Subsection C of this Section, YCIPTA may terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to provide the services in the manner required by this Agreement;
2. If CONTRACTOR fails to perform any of the provisions, in whole or in part, of this Agreement in accordance with its terms;
3. If CONTRACTOR fails to make progress in the prosecution of the work under this Agreement so as to endanger such performance;

4. If CONTRACTOR files for bankruptcy, becomes insolvent, or is unable or otherwise fails to pay or otherwise satisfy, in the ordinary course of business, its financial obligations to its suppliers, subcontractors, or employees; or
  5. If CONTRACTOR, its employees, agents, represented employees through a collective bargaining unit violates YCIPTA's Media Referral Policy as defined in Appendix A, Scope of Work and/or defames YCIPTA or its staff publicly while representing CONTRACTOR during the term of this Agreement.
- B. Re-procurement: In the event that YCIPTA terminates this Agreement in whole or in part as provided in Subsection A of this Section, YCIPTA may procure, upon such terms, and in such manner as YCIPTA's Transit Director may deem appropriate, supplies or services similar to those so terminated. CONTRACTOR shall be liable to YCIPTA for costs associated with the termination of this Agreement, the procurement of replacement services by YCIPTA, any excess costs of such similar supplies or services, and any increase in the total contract cost as a result of the re-procurement of services from the date of termination to the expiration date of this Agreement. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by CONTRACTOR and YCIPTA are subject to resolution pursuant to Section 32 of this Agreement.
- C. Notice: If YCIPTA determines that an event of default under this Section has occurred, it shall immediately notify CONTRACTOR in writing and provide the CONTRACTOR with ten (10) days in which to cure such default. If the CONTRACTOR fails to cure within such time period, YCIPTA may declare the CONTRACTOR to be in default and terminate this Agreement in whole or in part.
- D. Claims: Except as otherwise provided, settlement of claims by CONTRACTOR under this Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.
- E. Transition to Future CONTRACTOR: For up to sixty (60) days prior to the effective date of the expiration or termination of this Agreement for any reason,

CONTRACTOR shall provide to either YCIPTA or to any future contractor(s) selected by YCIPTA, CONTRACTOR's full cooperation in the transition to the successor contractor(s). This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wage and benefits by employee category), access to non-confidential personnel and maintenance files, sharing of Facility space and ability to talk to personnel. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to new contractor(s)' services, and shall cooperate fully with YCIPTA and the new contractor(s) to this end.

#### **SECTION 45 AVAILABILITY OF FUNDS**

The obligations of YCIPTA under this Agreement are subject to the availability of public funds and vehicles in its current and subsequent year budgets adequate to carry out the provisions of this Agreement in full.

#### **SECTION 46 SEVERABILITY**

In the event any provision, or any portion of any provision, of this Agreement is declared or determined to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of this Agreement will be and is deemed to be separate and severable from each other provision.

#### **SECTION 47 GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Arizona. CONTRACTOR hereby consents and agrees that any controversy, dispute or litigation arising out of, and/or in any way connected to, this Agreement shall be brought or commenced only in a court of proper jurisdiction in Yuma County, Arizona, and shall be exclusively vested in the state courts of Yuma County.

## **SECTION 48 SERVICE QUALITY STANDARDS FINANCIAL INCENTIVE PROGRAM**

YCIPTA provides for financial incentives to CONTRACTOR in the event that certain administrative and operational goals are met. Additionally, because damages are difficult to measure, the parties agree that YCIPTA may assess liquidated damages in the amounts set forth in Appendix E to compensate and make YCIPTA whole in the event that CONTRACTOR fails to meet YCIPTA's expectations. Liquidated damages are determined contractually. In the event YCIPTA assesses such liquidated damages, YCIPTA shall notify CONTRACTOR of such assessment within thirty (30) days of the event giving rise to such assessment and provide CONTRACTOR with a specific description of the reason for assessment of each liquidated damage. Failure by YCIPTA to provide such notice within such time period shall constitute a waiver of YCIPTA's rights to assess such amount for that particular incident only. However, it in no way waives YCIPTA's right to assess liquidated damages for future events. YCIPTA shall deduct liquidated damages from CONTRACTOR's monthly invoice; however, the maximum amount of liquidated damages deducted during any single invoice period shall not exceed \$2,000.00. If liquidated damages for an invoice period exceed \$2,000.00, the amount in excess of said \$2,000.00 shall not be applied to any future invoice period. If performance incentives are provided, YCIPTA shall advise CONTRACTOR that an incentive is provided. YCIPTA will not assess performance incentives or penalties for the first ninety (90) days of this Agreement. During the initial thirty (30) days of service under this Agreement, the CONTRACTOR and YCIPTA shall meet to discuss each party's areas of concern relative to this FINANCIAL INCENTIVE PROGRAM and to clarify YCIPTA's objectives in the Program's implementation. YCIPTA and CONTRACTOR will meet monthly to discuss incentives provided and liquidated damages assessed for the previous month of operation. During this meeting YCIPTA will identify improvements necessary for CONTRACTOR to avoid liquidated damages and achieve incentive payments.

## **SECTION 49 NOTICES AND OFFICIAL RECEIPT**

Official notices or communications relating to this Agreement shall be in writing and shall be emailed, faxed or sent to the following individuals at the following addresses:

For YCIPTA:                    John Andoh, Transit Director  
                                         Yuma County Intergovernmental Public Transportation  
                                         Authority  
                                         2715 East 14<sup>th</sup> Street, Yuma, Arizona, 85365  
                                         928.539.7076, ext 237 office  
                                         928.783.0309 fax  
                                         Email: [jandoh@ycipta.az.gov](mailto:jandoh@ycipta.az.gov)

For CONTRACTOR:            Peter J. Settle, Chief Executive Officer  
                                         National Express Transit Services Corporation  
                                         8041 Hosbrook Road, Suite 330  
                                         Cincinnati, Ohio 45236  
                                         513.587.2867 office  
                                         513.458.2341 fax  
                                         Email: [Pete@settle@nationalexpresscorp.com](mailto:Pete@settle@nationalexpresscorp.com)

## **SECTION 50 RISK AND 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. To the extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless YCIPTA and its member agencies, officers, officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the CONTRACTOR's performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence or willful misconduct of YCIPTA.

## **SECTION 51 NO AUTHORITY TO BIND**

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 52 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, including attorneys' fees for representation in bankruptcy court, court costs, costs of investigation and other related expenses.

## **SECTION 53 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 unless defined otherwise herein. 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 54 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 this Agreement.

## **SECTION 55 TIME IS OF THE ESSENCE**

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

## **SECTION 56 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 57 ENTIRE AGREEMENT**

This Agreement, along with the attached Appendices 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 58 COUNTERPARTS**

This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals but one and the same document.

#### **SECTION 59 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.

### **SIGNATURES ON FOLLOWING PAGE**

**SECTION 60 SIGNATURES**

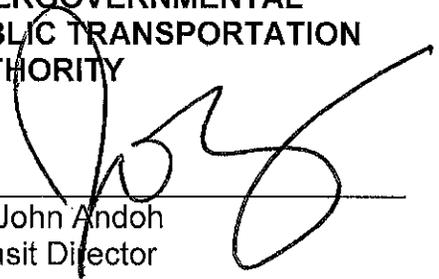
IN WITNESS WHEREOF, this Agreement has been executed by YCIPTA and CONTRACTOR through their duly authorized representatives as of the \_\_\_\_\_ day of July, 2014.

**NATIONAL EXPRESS TRANSIT SERVICES CORPORATION**



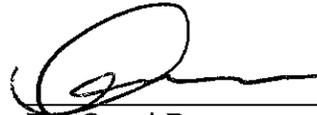
By: Peter Settle  
Chief Executive Officer

**YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY**



By: John Andoh  
Transit Director

**ATTEST:**



By: Carol Perez  
Administrative Assistant

**APPROVED AS TO FORM:**



By: Wayne C. Benesch, Esq.  
Legal Counsel

**APPENDIX A**  
**Scope Of Work**

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## A. General

1. Schedules/Response Times shall be as defined in this Section: CONTRACTOR shall provide an annual total of approximately 36,000 fixed-route and an optional 2,208 demand response vehicle revenue hours as determined by YCIPTA. CONTRACTOR shall provide sufficient supervisory and dispatching personnel to adequately handle both services.
2. Passenger Fares: The fare schedule shall be as set forth by YCIPTA and which may be revised by YCIPTA at any time at its sole discretion. CONTRACTOR shall collect all passenger fares in sealed fareboxes and any and all other revenues from fare instruments required by YCIPTA to be sold by CONTRACTOR. The CONTRACTOR will remove all farebox revenue from every revenue vehicle on a nightly basis. At no time will farebox revenue be left in a vehicle overnight. Once the farebox revenue has been collected for that service day, the receipts will be stored and locked in a safe supplied by YCIPTA. All farebox revenue will be placed in individual bags with the vehicle number and date identified on each bag. All farebox revenue will be counted while at least two CONTRACTOR employees are present. Farebox revenue deposits will be made on the next operating day following the collection of fares, excluding days that YCIPTA's designated bank is closed in which case farebox revenue deposit shall be made on the following day the designated bank is open. The CONTRACTOR will count and record the amount of receipts by vehicle and route, and prepare the deposit of the receipts for an armor car to pick up and deposit into a designated YCIPTA bank account, and forward the deposit record to YCIPTA's Financial Services Operations Manager or designee. Farebox revenue for YCAT, YCAT OnCall, YCAT bus passes and Greyhound will be deposited separately. CONTRACTOR shall develop Cash Handling Procedures and submit to YCIPTA for approval.

YCIPTA will provide a safe. It is the responsibility of the CONTRACTOR to secure farebox revenue in the safe at all times.

3. Training and Retraining: CONTRACTOR shall provide ongoing training, retraining, and safety education for all vehicle operators, maintenance personnel and supervisory personnel which conform to the requirements of all regulatory authorities with jurisdiction over transit operation, including, but not limited to, Federal and State Departments of Transportation, Arizona and California Highway Patrol and other applicable agencies.
4. Fare Instruments (tickets, passes and transfers): CONTRACTOR shall implement YCIPTA directed fare instrument program, and will accept transfers, passes and/or fare instruments from other transit systems as directed by YCIPTA. CONTRACTOR shall maintain strict control of all transfers and passes. The number and type of transfers and passes issued to bus operators shall be documented and bus operators shall return transfers and passes at end of shift. It is the responsibility of the CONTRACTOR to secure all YCIPTA provide fare instruments in the locked, safe and secure location at all times.

5. Telephone Information and Reservations: If requested by YCIPTA and amended into this Agreement, YCIPTA shall be responsible for providing telephone equipment for CONTRACTOR to receiving reservations, and provide information for YCIPTA's fixed-route, vanpool and demand response services. YCIPTA shall provide telephones, phone service and a Nortel Network Call Center System. CONTRACTOR shall offer telephone information whenever a vehicle is in service. CONTRACTOR shall arrange dispatch work shifts that efficiently reflect the volume of telephone calls received.

CONTRACTOR shall provide live telephone information during regular business hours, Monday through Saturday. YCIPTA shall set the telephone information hours. CONTRACTOR shall utilize YCIPTA's existing telephone automated answering system (voicemail) for after service hours, holidays and Sundays, said system shall have the capability for callers to leave a message for trip reservations, information requests, reporting complaints, etc. The CONTRACTOR shall check the automated system for demand response and route deviation trips so that all ADA and route deviation trips are booked within the specifications of the ADA and YCIPTA ADA Plan.

Telephone information lines shall be answered "Good Morning (afternoon or evening), Yuma County Area Transit, (first name of answerer) Speaking, How May I Help You?"

Telephone charges shall be the responsibly of YCIPTA. YCIPTA shall be responsible for charges for Internet connection.

CONTRACTOR shall develop, implement and maintain a daily schedule of labor resources to handle passenger information telephone calls and trip scheduling. This schedule shall identify work assignments, specify non telephone work assigned concurrently, and work shift times. YCIPTA shall reserve the right to approve CONTRACTOR staff schedules.

The dispatcher should facilitate transfers with Imperial Valley Transit (IVT), Greyhound and any other transit provider by calling these services as the bus approaches the connection point so that passengers have a seamless transfer between the two systems. Dispatchers should be familiar with all YCAT and connecting transit systems routes and utilize tools such as the internet, Rider's Guides and Google Maps to plan trips for passengers calling.

6. Cellular Phone Communications: CONTRACTOR shall provide a cellular telephone for the Operations Manager, Maintenance Manager, Operations Supervisor and Turquoise Route 10/NightCAT bus operator for use in conducting YCIPTA business as related to YCIPTA's transit services.
7. Dispatching Demand Response Service: If requested by YCIPTA and amended into this Agreement, CONTRACTOR shall utilize the existing Microsoft Excel spreadsheet or better method to schedule vehicles and transport demand response passengers using YCIPTA vehicles. This method is capable of accommodating both fixed-route, and same day, next day and advance reservations for demand response services, and of integrating all demands for

service into efficient vehicle routes that maximize productivity, and assure service quality to the levels prescribed in Agreement.

The Microsoft Excel spreadsheet should allow the ability to collect and monitor the following information for all advanced and same day reservations including:

- a. Date and time of trip request.
- b. Passenger information that includes; name, address, phone number, passenger identification number and a contact name.
- c. Trip information that includes; destination, date, appointment time, return trip time and mobility device.
- d. Field information to identify the person that took passenger and trip information.
- e. Reservation confirmation that includes: date, time, and person for whom trip was confirmed, pickup and return times given to passenger, whom trip was confirmed with at passenger residence, and date and person that entered trip into bus operator manifest.
- f. CONTRACTOR will be responsible to track if trip was booked within the defined regulation window, if trip was denied or refused, if trip was requested for same day as call, if alternative time(s) were offered and reason for trip denial or refusal.

CONTRACTOR will create a daily bus operator manifest. At no time will bus operator daily trip manifests be allowed to be kept by hand on paper that requires the dispatchers to erase or use whiteout to move or insert trips.

Information for all trips made will be kept during the term of this contract and the CONTRACTOR will have a method to keep records of advanced trips made for up to 7 days prior to the reservation.

YCIPTA requires the daily demand response trip information, including but not limited to number of trips within plus/minus 15 minutes of the scheduled pickup time, number of trips early, number of trips late, be analyzed for 12 days per month as selected by YCIPTA. This analysis will be included in the Monthly Report. This information will identify productivity by bus and time of day, number of vehicles out during each service hour, number of one way trips during each service hour, average wait and travel time by service hour and bus, longest wait time and passenger ride time by bus, service hour and day and purpose of trip by passenger.

CONTRACTOR shall provide an adequate number of persons to staff the vehicle dispatch and passenger scheduling functions. A minimum of one (1) dispatcher must be on duty at all times that transit system is operating. Dispatchers shall be responsible for maintaining communication (radio, cellular phone or other methods) with all vehicles in service, and for maintaining the daily dispatch log to be proposed by CONTRACTOR and approved by YCIPTA. Scheduling and dispatching personnel shall be trained in professional techniques in the areas of:

radio protocol, telephone etiquette, handling of difficult customers and professional interactions with YCIPTA employees and local businesses. YCIPTA shall provide CONTRACTOR with an adequate radio communication system.

8. Dispatching Fixed Route Service: CONTRACTOR shall provide an adequate number of persons to staff the vehicle dispatch. A minimum of one (1) dispatcher must be on duty at all times that transit system is operating. Dispatchers shall be responsible for maintaining communication (radio, cellular phone or other methods) with all vehicles in service, and for maintaining the daily dispatch log to be proposed by CONTRACTOR and approved by YCIPTA. Scheduling and dispatching personnel shall be trained in professional techniques in the areas of: radio protocol, telephone etiquette, handling of difficult customers and professional interactions with YCIPTA employees and local businesses. YCIPTA shall provide CONTRACTOR with an adequate radio communication system.

Telephone lines shall be answered "Good Morning (afternoon or evening), Yuma County Area Transit, (first name of answerer) Speaking, How May I Help You?" Telephone charges shall be the responsibility of YCIPTA. YCIPTA shall be responsible for charges for Internet connection. CONTRACTOR shall develop, implement and maintain a daily schedule of labor resources necessary to perform dispatching and other operations supervision related functions and work shift times. YCIPTA shall reserve the right to approve CONTRACTOR staff schedules.

The dispatcher should facilitate transfers with Imperial Valley Transit (IVT), Greyhound and any other transit provider by calling these services as the bus approaches the connection point so that passengers have a seamless transfer between the two systems. Dispatchers should be familiar with all YCAT and connecting transit systems routes and utilize tools such as the internet, Rider's Guides and Google Maps to plan trips for passengers calling.

9. Road Supervision: All dispatchers shall function as Road Supervisors and have the ability to work within the office and in the field, which includes road supervision. CONTRACTOR shall provide daily street supervision of the transit service as needed for at least four (4) hours per day and at random times. Functions shall include, but are not limited to: bus operator support, monitoring of schedule adherence, on-street operation, on-route compliance, proper implementation of YCIPTA's policies and procedures and interacting with the public. The daily street supervision shall be proactive to ensure reliable transit services are provided, service interruptions are prevented and minimized, and bus operators are properly supported. Road supervision within the four (4) hour period minimum can be conducted between the Operations Manager, Lead Road Supervisor and the dispatchers.
10. Contact of YCIPTA/CONTRACTOR Personnel: YCIPTA personnel shall have the right to make contact with all CONTRACTOR personnel, as needed when CONTRACTOR personnel are in revenue service, or operating or in the possession of YCIPTA-provided equipment. CONTRACTOR personnel shall

have the right to contact YCIPTA personnel without fear of retaliation from CONTRACTOR. YCIPTA shall not intervene with CONTRACTOR issues related to personnel related decisions unless State or Federal laws are violated. CONTRACTOR shall ensure that their personnel are aware that they do not work for YCIPTA.

11. ADA Passengers: CONTRACTOR shall ensure that if a mobility device passenger is stranded due to a lift failure or service interruption that the passenger is picked up within 30 minutes of the delay. The vehicle that has the lift failure shall be removed from service and replaced as soon as reasonability possible. The lift must be repaired before the vehicle is returned to service. There shall be no ADA trip denials on the demand response service. YCIPTA shall provide an updated ADA passenger list for those certified for demand response service on a monthly basis.

All bus operators shall call out bus stops at major intersections as defined by YCIPTA in accordance with the ADA using the on-board public address system. If one is not available, the ADA call outs must be loud enough for all passengers on the bus to hear and shall be called out prior to approaching the intersection or bus stop. Said ADA call outs shall be called out as prescribed by YCIPTA and in accordance with 49 CFR §37.167.

12. Service Development, Bus Operators Bids and Employee Schedules: YCIPTA shall have the responsibility of developing all routes (revenue and deadhead), blocks and schedules with input from the CONTRACTOR. YCIPTA is not obligated to utilize input from the CONTRACTOR. CONTRACTOR shall provide YCIPTA with a copy of its bus operators bid/run assignment sheet and employee schedules upon YCIPTA's request and YCIPTA shall have final approval over all bids and employee schedules.

13. Security Cameras: CONTRACTOR shall be fully responsible for the proper operation of video surveillance systems (VSS) on YCIPTA vehicles which includes DriveCam forward facing cameras. CONTRACTOR shall routinely check each VSS to ensure it is operating properly and report malfunctions to YCIPTA immediately. CONTRACTOR will be responsible for maintenance of the VSS equipment. CONTRACTOR shall download and review video from vehicles whenever an incident occurs on board a bus wherein video of the incident might assist in the resolution of the incident. CONTRACTOR shall operate and maintain the equipment in accordance with the manufacturer specifications and arrange for any necessary training to use VSS provided equipment at no cost to YCIPTA. YCIPTA shall pay for any ongoing DriveCam monitoring costs if DriveCam monitors the system outside of CONTRACTOR monitoring.

14. Automated Vehicle Locator Service and Real Time Transit Information: CONTRACTOR shall operate and maintain said system to the fullest extent intended by its manufacturer. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost. YCIPTA shall

be responsible for AVL and real time transit information related operational charges.

15. Acumen Smart Card System (YCATPass): CONTRACTOR shall operate and maintain the Acumen Smart Card fare collection system on YCAT fixed-route vehicles to the fullest extent. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost.
16. SPX Genfare Electronic Fareboxes: CONTRACTOR shall operate and maintain the SPX Genfare Transview and/or CentsABill electronic farebox system on YCAT vehicles to the fullest extent. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost.
17. Luminator Destination Signs: CONTRACTOR shall operate and maintain the Luminator destination signs, including their programming of destination signs on YCAT vehicles to its fullest extent at CONTRACTOR's cost. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost.
18. Wi-Fi: CONTRACTOR shall operate and maintain the Wi-Fi system on YCAT fixed-route vehicles to the fullest extent. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost. YCIPTA shall be responsible for Wi-Fi related operational charges.
19. Email: CONTRACTOR's Operations Manager, Operations Supervisor, Maintenance Manager and all office personnel shall have access to electronic mail over the internet with their own email address provided by CONTRACTOR's email system. Email address from third parties such as Google, Yahoo, Hotmail/Outlook.com and/or others shall not be permitted.
20. Advertising: CONTRACTOR shall cooperate with YCIPTA regarding advertising on the interior and exterior of YCIPTA vehicles. Said advertising includes all signs up to and including full bus wraps. If directed by YCIPTA, CONTRACTOR shall work with YCIPTA's contractor(s) related to the installation of interior advertising cards and exterior signs/wraps including coordinating access for the YCIPTA's contractor. YCIPTA shall retain all revenues associated with advertising on YCIPTA vehicles or other assets.
21. Use of Transit Vehicles For Emergency Preparedness Drills & Exercises: CONTRACTOR shall make available the use of YCIPTA transit vehicles for emergency preparedness exercises upon request by YCIPTA. CONTRACTOR shall also participate on the Yuma County Local Emergency Planning Committee and other emergency planning related committees and act as YCIPTA representatives. CONTRACTOR shall provide a written summary of each meeting to YCIPTA within five (5) business days after the meeting. CONTRACTOR's participation shall be included in the fixed cost.

22. Detours and Route Deviations: CONTRACTOR in coordination with YCIPTA shall establish detours when road closures are occurring or roadways within the YCAT service area become impassable due to other obstructions. CONTRACTOR shall post rider alerts on an YCIPTA approved format if the detour lasts more than 24 hours and post announcements on YCIPTA Social Media sites. All fixed routes shall follow approved YCIPTA routing unless a detour as defined above needs to take place or if the route has been defined as a flex route by YCIPTA. Under no other circumstances should fixed routes deviate off their approved routing without expressed approval from YCIPTA.
23. Lost and Found: CONTRACTOR shall make a reasonable attempt to identify and return lost items to the passenger the same day it was found. When it is not reasonable to return the item, CONTRACTOR shall: 1) tag the item and note the route, or location where the item was found, time and date found, 2) include the name of the person turning in the item and a brief description of the item, 3) maintain a log of lost and found items, 4) dispose of the lost item with the local Police Department or charity within 30 days of non-claiming, 5) store the item in a secure container in a secure office location.
24. Greyhound Sales: If requested by YCIPTA and amended into this Agreement, CONTRACTOR shall provide Greyhound ticket and package express sales at the bus facility during normal business hours. A transit operations supervisor should meet each Greyhound bus during YCAT service hours to pick up packages and provide customer service at the bus stop located at 1275 Castle Dome Avenue, Yuma, next to Target. All Greyhound revenues shall be prepared so that an armored car service can deposited the following business day, in a separate deposit from other YCAT revenues received. YCIPTA shall facilitate and provide CONTRACTOR staff with training regarding Greyhound ticket and package express sales. CONTRACTOR and its staff shall be responsible for building the Greyhound Package Express business and reaching out to additional businesses in the Yuma County area.

YCIPTA may request CONTRACTOR to provide additional Greyhound services on Sunday, holidays that YCAT does not operate and overnight. Such costs associated with the additional services shall be negotiated and determined as defined in Section F.6. of the Scope of Work.

YCIPTA shall evaluate the effectiveness of this service on an ongoing basis. YCIPTA may, at its discretion, terminate the requirement for this service. If the services requirement is terminated, CONTRACTOR shall reduce its fixed rate to reflect the savings incurred due to elimination of the service, including any necessary reductions in staff. The amount of said reduction shall be approved by YCIPTA, whose approval shall not be unreasonably withheld.

YCIPTA shall provide \$100.00 for maintaining a change fund for the cash register. YCIPTA shall be responsible for providing a cash register and all other necessary equipment for Greyhound sales. Any lost, misappropriate and/or stolen funds from the change fund or from selling Greyhound products shall be

replaced by CONTRACTOR. YCIPTA staff, if using the register shall maintain its own change fund to prevent co-mingling of accountability of revenues.

25. Safe Place: CONTRACTOR shall work with YCIPTA related to the implementation and continuation of the Safe Place program which provides youth age 11-17 with a safe place on board YCIPTA buses. YCIPTA has approved procedures in place for this program and CONTRACTOR shall educate its employees about this program. CONTRACTOR employees shall only report the need for Safe Place help to the dispatcher. The dispatcher will contact Safe Place staff to meet the bus en route at a convenient and safe location. The Facility is also designated as official Safe Place location.
26. Newspapers: CONTRACTOR shall work with YCIPTA and Yuma Sun regarding the placement of newspapers on board of all transit vehicles each weekday and Saturday. On Turquoise Route 10, CONTRACTOR shall work with Imperial Valley Press for placement of their newspapers each Turquoise Route 10 operating day. Each bus shall have five (5) newspapers placed on the rack closest to the Bus Operator. Each Bus Operator pulling out from the Bus Facility shall have picked up its newspapers from the dispatch office. CONTRACTOR shall be responsible to reconcile and return unsold newspapers each day to Yuma Sun and Imperial Valley Press.
27. Libraries On The Go: CONTRACTOR shall work with YCIPTA regarding the inclusion of donated library books for placement on specified racks inside each vehicle. YCIPTA shall provide donated library books to CONTRACTOR and each vehicle shall have a minimum of three books.
28. Transit System Security Program Plan: CONTRACTOR shall develop – in coordination with YCIPTA – a Transit System Security Program and Emergency Preparedness Plan (TSSEPP) that covers passengers, employees, vehicles and facilities. Guidance on the development of this plan is available in a report entitled, the Public Transportation System Security and Emergency Preparedness Planning Guide (DOT-VNTSC-FTA-03-01) dated January 2003. The TSSEPP should assign responsibility for security management from the most senior executive to the first line supervisory staff. The TSSEPP must address the following mechanisms:
  - Interagency coordination with YCIPTA, local police, fire and emergency responders in Yuma County, Imperial County and La Paz County and other transit operators
  - Evacuation assistance plan utilizing YCIPTA's Fleet
  - Investigating Security Incidents
  - Security and Emergency Management Training for all personnel
  - Regular threat and vulnerability analyses in cooperation with YCIPTA
  - Compilation and reporting of data associated with the National Transit Database's Safety and Security Module

- Participation in the Yuma County Local Emergency Planning Committee and any other safety committees on behalf of YCIPTA.

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

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

The Security Plan shall be due, no later than January 1, 2015 and shall be created to fit with YCIPTA's existing operations and not from a boilerplate template.

27. Safety Plan: To ensure YCIPTA's compliance with Moving Ahead With Progress for the 21st Century (MAP-21), the CONTRACTOR's Operations Manager or Operations Supervisor shall serve as YCIPTA's Safety Officer. CONTRACTOR shall develop – in coordination with YCIPTA shall prepare a safety plan for YCIPTA's transit operations for inclusion in YCIPTA's overall Safety Plan to be submitted to the FTA that is compliant with the MAP-21 requirements as defined here: [http://www.fta.dot.gov/documents/MAP-21\\_Fact\\_Sheet\\_Transit\\_Safety\\_and\\_Oversight.pdf](http://www.fta.dot.gov/documents/MAP-21_Fact_Sheet_Transit_Safety_and_Oversight.pdf) The Safety Plan shall be due within 90 days after the start of this Agreement, no later than September 30, 2014 and shall be created to fit with YCIPTA's existing operations and not from a boilerplate template.
28. Transportation For CONTRACTOR Employees: CONTRACTOR personnel shall be allowed to ride YCIPTA buses at no cost. This benefit does not extend to CONTRACTOR personnel family members. YCIPTA reserves the right to amend or terminate this benefit at any time.
29. Facility Access: YCIPTA Facility is a secured facility. As a result, certain personnel have certain access rights to certain offices. All visitors in the Facility must have a visitor pass and be escorted in the Facility. Non-authorized CONTRACTOR staff members shall not be in the unauthorized areas of the Facility including maintenance bays and administrative office areas without being escorted by authorized CONTRACTOR or YCIPTA employee. YCIPTA staff

shall be responsible for issuing access into the Facility, which includes proximity fobs and employee identification cards. CONTRACTOR shall be responsible for the replacement of lost or stolen employee identification cards and proximity fobs at a rate of \$5.00 per card and \$50.00 per proximity fob. No CONTRACTOR employee shall be allowed in the Facility or operate YCIPTA equipment without employee identification cards and/or proximity fobs.

## **B. Equipment Including Vehicles**

1. YCIPTA Shall Provide Vehicles: YCIPTA shall provide CONTRACTOR with a fleet of suitable fixed-route and demand response revenue and support vehicles for the performance of the Agreement. It shall be YCIPTA's responsibility to have the vehicles documented by the MVD prior to delivery to CONTRACTOR.

CONTRACTOR is required to rotate the vehicles in service to result in a relatively even distribution of accumulated miles on the vehicles.. CONTRACTOR shall use vehicles on routes as defined by YCIPTA to ensure capacity is matching actual demand for that route.

2. YCIPTA-Provided Equipment: At CONTRACTOR's written request and justification, YCIPTA, at YCIPTA's sole discretion, shall purchase Capital Assets and Small Tools for Maintenance Shop for use by CONTRACTOR in performance with this Agreement as set forth herein, such consent shall not be unreasonably withheld. For the purposes of this Agreement, Capital Asset is defined as tangible, nonexpendable facilities or equipment that have a useful life greater than one (1) year, and Small Tools for Maintenance Shop is defined as tools that are necessary to maintain the transportation fleet, other than tools commonly provided by mechanics and Capital Assets. Capital Assets and Small Tools for Maintenance Shop immediately become the property of YCIPTA, and YCIPTA authorizes use of such equipment by CONTRACTOR in performance of maintenance service.
3. Warranties: CONTRACTOR shall be responsible for maintaining all YCIPTA provided equipment including warranties. CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage caused by CONTRACTOR negligence and not caused by YCIPTA or normal wear and tear.
4. Loss of Useful Life: CONTRACTOR shall be liable for the cost of replacing any equipment damaged beyond use as a result of CONTRACTOR'S negligence (e.g., tires which cannot be recapped due to damage from improper use).
5. Availability: YCIPTA and CONTRACTOR shall store all equipment including vehicles at its Facility, located as of April 1, 2014 at 2715 East 14<sup>th</sup> Street, Yuma, AZ 85365. YCIPTA shall make equipment available to CONTRACTOR, for inspection/training purposes, no later than April 2, 2014, so long as it does not interfere with current operational services.

6. Return of Equipment: CONTRACTOR shall return all equipment to YCIPTA at 2715 East 14<sup>th</sup> Street, Yuma, AZ 85365 at the termination of Agreement in the same condition as accepted, allowing for ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's use. CONTRACTOR shall be liable for the cost of repairing or replacing any physical, cosmetic, or mechanical damage, and related expenses, caused by CONTRACTOR negligence and not caused by YCIPTA.
  
7. Alterations: CONTRACTOR shall not have the right to install equipment or make any minor or major alterations to any YCIPTA owned equipment without prior written consent of YCIPTA. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by YCIPTA.
  
8. Use: No YCIPTA provided equipment shall be operated beyond the limits established in the applicable policies of insurance as hereinafter set forth, and may only be used for the transportation of passengers as provided in the Agreement or in services approved by YCIPTA in writing, in advance. CONTRACTOR agrees to use equipment in a careful and proper manner and to comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the vehicles subject to the Agreement. CONTRACTOR shall not use equipment in any unlawful trade or for any unlawful purpose whatsoever, or in violation of the Agreement. The CONTRACTOR may not use YCIPTA provided equipment to train persons who are not working on services under this Agreement.
  
9. Liens: YCIPTA shall not suffer, create or permit to be imposed upon the vehicles any lien or encumbrance which may interfere with CONTRACTOR'S intended use of the vehicles.  

Neither CONTRACTOR nor any of its agents shall suffer, create or permit to be imposed upon the vehicles any lien or encumbrance whatsoever, and shall return equipment to YCIPTA free of any liens, claims or encumbrances resulting from its use of equipment. CONTRACTOR agrees to notify any third party furnishing services, supplies or other necessities to CONTRACTOR that neither CONTRACTOR nor any of its agents has the right to incur, create or permit to be imposed on the vehicles any lien whatsoever.
  
10. Permits, Charges, Taxes: YCIPTA shall be responsible for securing and maintaining vehicle related licenses, permits and authorizations necessary for the intended vehicle operation. CONTRACTOR shall be responsible for ensuring compliance with all environmental issues including storm water, oil runoff, and hazardous materials and develop any necessary plans for submittal to any local, state or Federal agencies regulating environmental issues. CONTRACTOR shall not be responsible for environmental concerns prior to May 1, 2014.

11. Repossession: In the event of termination of Agreement, YCIPTA shall have the right to take immediate possession of all YCIPTA provided equipment, vehicles and other assets; and CONTRACTOR shall reimburse YCIPTA all expenses, including attorney's fees, incurred by YCIPTA in effecting such repossession.

In the event a suit or action is instituted by YCIPTA, or those claiming by, through or under it, to recover possession of the any YCIPTA equipment, vehicles, or other assets, to collect damage or to enforce any right possessed by YCIPTA under the terms thereof, CONTRACTOR agrees and promises to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

12. Other Equipment: YCIPTA will supply all office and shop furniture and software. YCIPTA will also supply a safe, coin counting machine and office photo copier/fax machine/printer. CONTRACTOR shall be responsible for providing all other equipment, which includes, but not limited to, a digital camera, office supplies, printer paper, bus operator route bags, clipboards for bus operators, bus operator vehicle inspection reports and bus operator log books. CONTRACTOR shall purchase items above, plus any items not listed above at CONTRACTOR's cost within the fixed costs.

13. Support Vehicles: YCIPTA's minivans and support vehicles shall be used for the expressed transportation of bus operators to and from any shift changes while YCIPTA revenue vehicles are in service and by CONTRACTOR's management staff for performing YCIPTA related business. YCIPTA administrative staff may use all support vehicles except minivans for administrative use and shall have priority use over the smaller sedan vehicles. The CONTRACTOR will not be allowed to use any YCIPTA owned revenue vehicle for any other purpose than for the rendering of YCIPTA's public transit system operations. All expenses, insurance and registration related to the operation of YCIPTA's minivans and support vehicles will be the responsibility of YCIPTA. YCIPTA shall also provide two utility/maintenance trucks for maintenance purposes. YCIPTA personnel may drive support vehicles that are not in revenue service.

The minivans and support vehicles will be kept in a safe, clean operating condition at all times. CONTRACTOR will be responsible for all scheduled preventative maintenance and repairs related to the operation of said vehicles.

14. Department of Transportation Number: Since YCIPTA is part of the Greyhound Lines, Inc. network, CONTRACTOR shall be registered with the Federal Motor Carrier Safety Administration with a USDOT number, a Motor Carrier (MC) number and file a 91X insurance form. In addition, CONTRACTOR shall install the phrase "Operated by (CONTRACTOR logo)" under the USDOT number.

15. Idling of Vehicles: CONTRACTOR shall not idle YCIPTA vehicles for more than five consecutive minutes.

### C. Maintenance and Maintenance Facilities

1. General: YCIPTA shall provide a Facility for the purpose of maintaining YCIPTA vehicles. CONTRACTOR shall use due diligence maintaining the operability and cleanliness of all equipment and vehicles. CONTRACTOR is responsible for general housekeeping, wear and tear, and security of equipment when in CONTRACTOR'S possession. CONTRACTOR is financially responsible for correcting any damage, and paying for related expenses, caused by the negligent use and/or maintenance of equipment or vehicles by CONTRACTOR'S personnel.

CONTRACTOR shall be responsible for the safe and efficient maintenance of all vehicles and equipment, all communications systems, and all other YCIPTA provided equipment, furnishings, and accessories required in connection with its operation of YCIPTA transit services in a clean, safe, sound, and operable condition at all times, and fully in accord with any Original Equipment Manufacturer (OEM) Specifications and Requirements, in strict conformity with YCIPTA approved Maintenance Plan, Preventive Maintenance Program and applicable requirements of any federal or state statute, regulation or order.

CONTRACTOR shall be responsible for the maintenance of vehicles assigned to the SARA Rides contractor operating YCAT OnCall in accordance with the maintenance requirements of this Agreement. This includes notifying the SARA Rides contractor when the vehicle is due for preventative maintenance, handling all maintenance related aspects and handling roadcalls and towing when breakdowns occur. CONTRACTOR will not be responsible for mechanical or body damage to these vehicles caused by accidents of any type that occur while the vehicles are under the control of the SARA Rides Contractor or any damage of any kind caused by the negligence of SARA Rides Contractor. Should any damage occur by the SARA Rides CONTRACTOR, CONTRACTOR shall be reimbursed by YCIPTA to facilitate the repair of damage not caused by CONTRACTOR and will be reimbursed at cost for the parts.

CONTRACTOR responsibilities the technical and mechanical maintenance of the YCIPTA fleet which include, but are not limited to, operating, maintaining, checking fluids, fueling the vehicles, maintenance of appearance, inspections (fluid levels, tire pressure, etc.), preventative maintenance, heavy repair and operation of vehicles in accordance with the Agreement and Scope of Work.

When maintaining YCIPTA vehicles the CONTRACTOR shall, at a minimum, provide the following:

- a. All necessary repairs to all YCIPTA provided vehicles and equipment
- b. Tires, including tire changing equipment or a proposed tire-changing subcontractor.
- c. Battery maintenance equipment.
- d. Lubrication and its related equipment.

- e. All tools and equipment necessary to perform the maintenance activities required in this Agreement that is not provided YCIPTA.
- f. Equipment necessary to clean the vehicles in accordance with the Agreement.
- g. Parts for the vehicles and equipment.
- h. Supplies for vehicle, equipment, bus stop and shelter maintenance.
- i. Diagnostic equipment for maintaining transit vehicles and equipment, including additional laptops and other diagnostic equipment not provided by YCIPTA.
- j. Computerized maintenance system, unless provided by YCIPTA.
- k. Major components (reimbursed by YCIPTA as defined in section C.6.).
- l. Towing of all YCIPTA provided vehicles.

CONTRACTOR's duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation.

All parts, materials, tires, lubricants, fluids, oils and procedures used by CONTRACTOR on all YCIPTA vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) Specifications and Requirements. All parts installed by CONTRACTOR on YCIPTA vehicles and equipment shall become property of YCIPTA.

The CONTRACTOR shall implement a proactive Quality Assurance Plan, subject to approval by YCIPTA, to verify the quality of work performed.

CONTRACTOR shall meet the following maintenance requirements:

- a. All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- b. Brake inspections and adjustment shall be performed at intervals that insure the safe and efficient operation of the braking system.
- c. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Damage (including body, glass, and all vehicle appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences.
- d. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- e. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- f. Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all

times on all in-service runs. CONTRACTOR shall maintain the heater and A/C systems in an operable condition throughout the entire year.

- g. Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. CONTRACTOR shall replace seat covers, which are worn or cannot be professionally repaired, using materials, which are identical in design and color as those materials being replaced.
- h. Tires shall always be matched (by manufacturer, size, and tread pattern) on each axle. Tires shall not vary more than 3/32" between inner and outer tires and not more than 4/32" between curb side and road side.
- i. Cradle motor mounts shall be replaced in pairs.
- j. Radiators may be re-cored or replaced at the time of engine replacement/rebuild.

CONTRACTOR shall ensure that all vehicle brakes are maintained as required below:

- a. Drums shall be turned with hubs attached.
- b. Brake blocks shall be matched to drums by size; i.e., 1X, 2X, etc.
- c. Both brakes on an axle shall be replaced at the same time.
- d. Premium brake blocks shall be used.
- e. Wheel seals shall be replaced with every brake job and bearings shall be checked.

2. Maintenance Personnel: Maintenance personnel assigned to work on YCIPTA owned vehicle(s) and equipment shall have thorough knowledge of:

- a. Engines, transmissions, and related mechanical equipment.
- b. Methods and procedures used in servicing mechanical equipment.
- c. Vehicle chassis and bodies.
- d. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
- e. Decimals, fractions, and specifications related to vehicle mechanics.
- f. Specialized areas such as painting, upholstery, brake relining, air conditioning, wheelchair lifts, and electronic destination signs.
- g. Preventive maintenance inspections and associated paperwork.
- h. Inspection of vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.
- i. Diagnosis of vehicle engine, transmission, electrical and electronic component system malfunctions.
- j. Repair of vehicle engines, transmissions, and other mechanical, electrical, and electronic parts and components.

3. Maintenance Technical Training: CONTRACTOR shall provide technical training of maintenance personnel necessary to insure a consistent level of current, thorough

knowledge in the maintenance and repair of the several types of vehicles and equipment used in fixed-route and demand response service, including air conditioning systems, wheelchair lifts, and other ancillary equipment.

4. Preventive Maintenance: CONTRACTOR shall document and submit a pro-active preventive maintenance program for review and approval by YCIPTA within thirty (30) days of the effective date of this Agreement. As a minimum, CONTRACTOR's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any YCIPTA vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where CONTRACTOR's employees observe that maintenance is needed in advance of schedule.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of YCIPTA. No vehicle shall sit unrepaired for thirty days or more. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by YCIPTA.

CONTRACTOR shall adhere to the Preventive Maintenance Program identified in the YCIPTA established maintenance plan and approved CONTRACTOR's Maintenance Plan.

5. Vehicle Repair: All repairs to YCIPTA vehicles shall be performed by CONTRACTOR or other vendors and suppliers, which may be subject to prior approval by YCIPTA. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. CONTRACTOR shall perform repair work expeditiously in response to identification of problems by bus operators or other staff members. CONTRACTOR shall assure YCIPTA that required repairs shall not be deferred beyond a reasonable time. **CONTRACTOR shall not remove parts or equipment from other YCIPTA owned vehicles and/or equipment to repair other vehicles or equipment. Such action, if discovered is subject to immediate termination.** CONTRACTOR shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions.
6. Engine, Transmission, Turbochargers and Differential Overhaul: CONTRACTOR shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly

catastrophic failures. At a minimum, the CONTRACTOR's monitoring program shall consider miles accumulated, fuel and oil consumption trends, loss of power, erratic performance, and regular periodic laboratory analysis of engine oil, transmission fluid, and differential oil. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

If CONTRACTOR determines that an engine, transmission, turbocharger or differential needs to be overhauled or replaced, CONTRACTOR shall notify YCIPTA in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection, YCIPTA may direct CONTRACTOR, in writing, to proceed with the recommended work.

Engine, transmission, turbochargers and differential overhaul shall be approved by YCIPTA in advance of work, using only OEM parts and OEM minimum overhaul standards. YCIPTA will reimburse CONTRACTOR for actual parts and/or service costs incurred for engine, transmission and differential work accomplished following the above guidelines. If YCIPTA determines that such work was a result of poor maintenance performance, failure to monitor overhaul criteria, neglect or abuse by CONTRACTOR, YCIPTA will not be liable for any costs. CONTRACTOR must submit a detailed invoice to YCIPTA for all such work obtaining at least three quotes for the purchase of parts and/or services.

CONTRACTOR shall be responsible for removal and replacement of engines, transmissions, turbochargers and differentials. In addition, during the overhaul, CONTRACTOR shall replace ancillary parts, including all cooling hoses, engine and transmission mounts, drive belts, and rebuild or replace the radiator. Also, CONTRACTOR shall assess all other components, lines, hoses or systems. Those items determined to have never been replaced or found not to meet the OEM minimum standards for serviceability shall be rebuilt or replaced to minimum OEM specifications at the time of the overhaul. CONTRACTOR shall invoice YCIPTA for costs of equipment necessary for replacement of engines, transmissions, turbochargers and differentials and costs associated with related ancillary parts.

CONTRACTOR shall remain responsible for all costs related to repair or replacement of engine driven parts such as generators, hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, radiators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, and starter motors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of transmission related parts such as oil coolers, external oil lines, external filters, external linkage modulators, external speedometers, "driven" gears or sensors, neutral start switches and temperature sensors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of differential related parts such as rear axle housing, bearings, shafts and seals.

7. Parts Inventory: CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.
8. Tools: All tools and equipment used for YCIPTA maintenance shall be maintained by CONTRACTOR and provided by CONTRACTOR, if not provided by YCIPTA.
9. Emissions Control Programs: CONTRACTOR shall perform and certify such tests of equipment required to meet YCIPTA, other local, States of Arizona and California, and Federal requirements related to exhaust smoke and engine emissions.

CONTRACTOR shall maintain vehicles in accordance with the Transit Fleet Rule established by the California Air Resources Board (CARB), including submission of fleet reports and other requirements. CONTRACTOR shall be responsible to maintain the CARB's Voluntary Compliance Program for YCIPTA's diesel bus fleet. This includes submission and monitoring of periodic smoke emissions inspections on an annual basis since YCIPTA vehicles operate into California. YCIPTA vehicles without particulate traps shall not operate into California.

CONTRACTOR shall be responsible to administer a Smog Check/Vehicle Emissions program of YCIPTA's gasoline-powered vehicles in accordance with the States of Arizona and California and Federal laws.

10. Oil Analysis: A laboratory engine oil analysis shall be performed on every YCIPTA provided vehicle engine as required by the YCIPTA's Preventative Maintenance Inspection (PMI) program. The analysis program used by CONTRACTOR shall be subject to approval by YCIPTA. Results of the analyses shall be reported to YCIPTA and kept on site for a minimum of one year.

A laboratory transmission oil analysis shall be performed on every YCIPTA provided vehicle transmission as required by the YCIPTA's PMI program. The analysis program used by CONTRACTOR shall be subject to approval by YCIPTA. Results of the analyses shall be reported to YCIPTA and kept on site for a minimum of one year.

11. Daily Vehicle Servicing: CONTRACTOR shall perform daily vehicle servicing on all YCIPTA vehicles and equipment used in this Agreement. For purposes of this Agreement, daily servicing shall include, but not be limited to:

- a. Fueling. YCIPTA shall provide fuel and fuel cards for all YCIPTA provided vehicles at designated locations identified by YCIPTA. CONTRACTOR must insure that all vehicles (revenue or non-revenue) are properly fueled and contain a sufficient quantity of fuel to complete their scheduled revenue service without disruption of service due to an absence of fuel. Vehicles shall be fueled as determined by the CONTRACTOR to accomplish this requirement. Only authorized CONTRACTOR personnel shall be allowed to

fuel YCIPTA vehicles. Fueling cards shall be kept in a safe, secured location. CONTRACTOR shall be responsible for any misappropriation of fuel or improper use of YCIPTA provided fueling cards. CONTRACTOR shall present a fueling plan on how fueling would take place to YCIPTA for approval. YCIPTA is responsible for all fuel costs for all YCIPTA revenue and non-revenue vehicles.

- b. Engine oil, coolant, water and transmission fluid check/add.
- c. Vault pulling and replacement.
- d. Wheelchair lift check. The wheelchair ramp/lift on each vehicle shall be cycled one complete cycle prior to departure from YCIPTA's corporation yard each day. If the wheelchair ramp/lift fails to complete the cycle, the failure must be reported to YCIPTA and the vehicle repaired or another one assigned.
- e. Brake check.
- f. Light and flasher check.
- g. Interior sweeping and dusting.
- h. Exterior and interior visual inspection.
- i. Check of all vehicle performance defects reported by bus operators to identify potential safety and reliability items requiring immediate attention.
- j. Additional requirements as specified by vehicle manufacturers.
- k. First Aid, Bloodborne Pathogens and Accident Kit: Check to ensure the accident kit is fully stocked and is properly attached in the bus operator's compartment. If the accident kit is missing, notify YCIPTA immediately.
- l. Seat Insert Attachment: Inspect individual seat inserts to assure proper attachment to the seat frame. If seat is not secure report it to YCIPTA at the time of observance.
- m. Vehicle Storage: All vehicles shall be stored at YCIPTA's Facility or other approved locations as designated by YCIPTA, when not in service. All doors (including wheelchair lift), windows and safety hatches of vehicle shall be closed and secured.
- n. Battery Switch: When storing vehicle the master battery switch shall be turned to the "OFF" position.

CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for YCIPTA review.

12. Right of Inspection by YCIPTA: YCIPTA and its representatives shall have the right to inspect, at any time, all YCIPTA-provided equipment. CONTRACTOR shall correct any problems, within twenty-four (24) hours of written notification by YCIPTA, if the problem can be corrected within such time. If the situation is not correctable within 24 hours, then arrangements for correction shall have commenced within said period. CONTRACTOR is responsible for notifying YCIPTA immediately of any

maintenance safety violations for correction. YCIPTA reserves the right to bring a third party maintenance auditor to review YCIPTA provided vehicles and equipment and monitor/review CONTRACTOR's maintenance program at any time during the Agreement term, at its own cost. CONTRACTOR is expected to fully cooperate and provide any records requested by YCIPTA's maintenance auditor or personnel. Said auditor may act on YCIPTA's behalf and provide a report which would require the CONTRACTOR to comply with the repairs with a specific time period as agreed upon between YCIPTA and CONTRACTOR.

13. Corrections: If CONTRACTOR fails to correct a problem after receiving YCIPTA notification, YCIPTA may make, at its discretion, corrections and shall charge the actual reasonable cost to CONTRACTOR for these corrections. YCIPTA may deduct these charges from any amount due or that may become due to CONTRACTOR under Agreement.
14. Interior/Exterior Cleaning and Maintenance: CONTRACTOR shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times. CONTRACTOR shall supply all materials and supplies for this purpose. YCIPTA shall provide approved cleaning materials or supplies. All gum, litter, newspapers, graffiti or other foreign materials shall be removed in a professional manner and immediately upon their discovery. Physical damage to the exterior or interior not correctable with diligent cleaning methods, such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by CONTRACTOR to YCIPTA at the time of observance, and no later than within 24 hours of discovery of the physical damage.
15. Daily Cleaning: All vehicles that have been in revenue service shall have the following items performed on a nightly basis:
  - a. Floor Cleaning: Using brooms, sweep the complete interior of each vehicle starting in the rear and working to the front. Sweep trash from step wells into an appropriate trashcan.
  - b. Interior Vacuuming: Where applicable, activate and carry the vacuum hose through the door of the vehicle, and starting in the rear, collect all trash, soil, dust and other debris off the seats and floor. Particular attention should be given to vacuuming the bus operator's compartment and cleaning the dash areas. Any large or heavy articles are to be placed in plastic garbage bags and discarded in a trash barrel. Retract the vacuum hose from the front door. After parking the vehicle, wipe dust off the bus operator's area and all other horizontal surfaces inside the vehicle.
  - c. Trash Receptacle: Empty the trash receptacle located near the front of each vehicle.
  - d. Dusting: Using a clean damp rag, wipe clean the dashboard, farebox and all operator controls.

- e. Vandalism/Graffiti Inspection: Inspect the vehicle interior to assure that no seat damage or graffiti exists. Except as set forth herein, CONTRACTOR should repair the damage and remove graffiti at the time of observance. No vehicle shall be put into revenue service with visible graffiti.
- f. Seat Insert Attachment: Inspect individual seat inserts to assure proper attachment to the seat frame. If seat is not secure report it to YCIPTA at the time of observance.
- g. Lights: All lights including the high beams will be checked daily upon the morning startup.
- h. Wheelchair Ramp/Lift: The wheelchair ramp/lift on each vehicle shall be cycled one complete cycle prior to departure from YCIPTA's corporation yard each day. If the wheelchair ramp/lift fails to complete the cycle, the failure must be reported to YCIPTA and the vehicle repaired or another one assigned.
- i. Vehicle Storage: All vehicles shall be stored at YCIPTA's Facility or other approved locations as designated by YCIPTA, when not in service. All doors (including wheelchair lift), windows and safety hatches of vehicle shall be closed and secured.
- j. Battery Switch: When storing vehicle the master battery switch shall be turned to the "OFF" position.

16. Weekly Servicing: CONTRACTOR shall maintain a list of all vehicles that have been serviced. This list shall be used to assure that all vehicles have had the action items listed below completed at the frequency described, or that a particular vehicle was not available for revenue servicing during any given week. A Vehicle Cleaning Report signed by the Operations Manager that details all vehicles cleaned during a one-week period shall be submitted to YCIPTA each Monday by 5:00 p.m..

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

- a. Mop Floors: Floors shall be wet-mopped starting at the rear of the vehicle working forward, assuring to also mop wheel-well inner extension areas and step well. Excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
  - b. Wash Wheels: Wheels shall be degreased and rinsed clean.
  - c. Operators Compartment: Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping clean dashboard, operator's seat and all operators' controls. Upon completion, the dashboard shall be treated with anti-static spray. Anti-static spray shall not be applied to steering wheel or operator's seat.
  - d. Remove Graffiti: Any graffiti on interior or exterior of any vehicle shall be removed immediately upon discovery. CONTRACTOR shall obtain approval of all graffiti removal materials prior to their use.
  - e. Windows: Using the cleaner approved for use only on windows, the interiors of all windows shall be sprayed, cleaned and wiped dry with a rag. Windows include windshields, door windows and interior mirrors.
17. Detailing: Each vehicle shall receive a thorough detailing in May and November of each year, no later than the end of that month. The detailing of these vehicles will be scheduled and completed by the CONTRACTOR and a report verifying the detailing of YCIPTA provided vehicles shall be completed and be available for YCIPTA review. CONTRACTOR shall obtain the monthly preventative maintenance schedule used by YCIPTA to develop detailing schedule. Each detailing shall include at a minimum the following:
- a. Wash exterior of the vehicle, including wheels.
  - b. Sweep and vacuum interior thoroughly. Remove gum and other substances from the floor, sidewalls, ceiling or seats.
  - c. Remove any and all graffiti from interior and/or exterior of vehicle using YCIPTA approved graffiti remover.
  - d. Remove any and all foreign materials from the seats and other interior areas of the vehicle. Clean the vehicle thoroughly, using industrial cleaner, aerosol all-purpose cleaner and aerosol or mixed concentrated window cleaners. Rinse all washed areas and wipe dry. Clean and dry all windows. A water hose shall not be used in the interior of the vehicle.
  - e. Remove all side and rear double and triple seat cushions, not requiring tools, for cleaning underneath. Replace cushions.

- f. Clean interior dome lights as necessary.
  - g. Polish and clean aluminum wheels with YCIPTA approved method.
  - h. Apply protective coating to bumpers, dashboard, rubber fenders and tires to improve appearance of vehicle. Do not apply to steering wheel, seats or floors.
18. Subcontracting Vehicle Cleaning: YCIPTA may reserve the right to subcontract vehicle cleaning and detailing to a third party. Should YCIPTA subcontract out this function, CONTRACTOR shall remove all costs associated with the provision of this function from their compensation as described in this Agreement final price proposal to YCIPTA.
19. Bodily Fluids and Blood borne Pathogens: All bodily fluids and blood borne pathogens shall be cleaned up immediately. If a vehicle is in service at the time of the discovery of any bodily fluids and/or blood borne pathogens, that vehicle shall be replaced, removed from service and cleaned immediately. All YCIPTA provided vehicles shall have a blood borne pathogens kit provided by CONTRACTOR.
20. Records: CONTRACTOR shall submit proposed Daily Vehicle Reports, Checklists and Inspection Report and any other applicable reports (together referred to as the "Reports") to YCIPTA for approval prior to the service start-up date. YCIPTA will approve or return the proposed Reports within ten business days of receipt. If YCIPTA requires changes to any of the Reports, CONTRACTOR shall make such changes to YCIPTA's satisfaction prior to the service start-up date.
21. Bus Stop Maintenance: CONTRACTOR shall repair and maintain all bus stops, benches, shelters and YCIPTA controlled facilities throughout YCIPTA's transit service area including, but not limited to: weed removal, landscape maintenance, pressure washing sidewalks, installing/removing bus stop signs, poles and benches, repairing bus shelters and emptying trash/recycle cans. CONTRACTOR shall provide all tools, equipment and parts necessary for installing and removing bus stop signs and cleaning supplies for benches and shelters as necessary to clean and maintain facilities, bus stops, shelters and benches. YCIPTA will provide signs, hardware and poles necessary for the CONTRACTOR to complete this responsibility. YCIPTA may remove this function from the CONTRACTOR and subcontract out if necessary. Should YCIPTA subcontract out bus stop maintenance, CONTRACTOR shall negotiate with YCIPTA to remove all costs associated with Bus Stop Maintenance from their compensation as described in this Agreement.
22. Facility Maintenance: YCIPTA shall be responsible for facility maintenance of YCIPTA controlled facilities, including janitorial maintenance of the facilities. CONTRACTOR shall manage the YCIPTA Facility Maintenance Plan including

coordinating repairs to YCIPTA controlled facilities on behalf of and at the expense of YCIPTA.

23. Turnover of Vehicles: This procedure is designed to determine the condition of YCIPTA vehicles and equipment at the time of turnover between contractors. This Turnover Procedure shall be implemented toward the end of the current contract term and prior to the commencement of the new contract. At YCIPTA's option, a Turnover Inspection may be implemented with or without a change in contractors.

a. Pre-Audit Meeting: The CONTRACTOR, the successor contractor, and YCIPTA (or its designee) shall meet approximately 60 days prior to turnover at the Facility. All parties shall be represented by authorized personnel at this Pre-Audit Meeting. The purpose of the Pre-Audit Meeting shall be to set guidelines for procedure during the Initial Audit. Procedures shall be agreed upon and confirmed in writing by all parties within five (5) working days of the Pre-Audit Meeting.

b. Initial Audit Meeting: The CONTRACTOR, successor contractor, and YCIPTA (or its designee) shall meet approximately 45 days prior to turnover. All parties shall be represented by authorized personnel at this Initial Audit. CONTRACTOR shall make available access to the YCIPTA provided facility and such personnel as necessary to move vehicles and operate the lift, if necessary. CONTRACTOR shall make available to YCIPTA (or its designee) all preventive maintenance inspection records, daily bus operator inspections; oil analyses test results and other records as appropriate. The CONTRACTOR, Successful Proposer, and YCIPTA (or its designee) shall cooperate fully during the Initial Audit as set forth in the guidelines determined at the Pre-Audit Meeting.

At this time, YCIPTA (or its designee) shall examine every coach under the CONTRACTOR's care, and determine its current condition. CONTRACTOR shall make available adequate facilities and equipment dedicated to accommodate the Initial Audit. All parties shall be provided the draft results of this inspection at the conclusion of the Initial Audit.

c. Resolution of Deficiencies: After the Initial Audit, CONTRACTOR and YCIPTA (or its designee) shall meet to determine a plan and timeline for resolution of defects found during the Initial Audit. CONTRACTOR shall furnish YCIPTA with timeline and specific plan for resolution of deferred maintenance prior to Turnover. The "Resolution Plan" shall be submitted no less than thirty (30) days prior to the expected Turnover date.

CONTRACTOR shall address deficiencies identified from the audit. YCIPTA at its discretion may have the items repaired and deduct the cost of the repairs from the final invoice due to the CONTRACTOR at an hourly labor rate plus parts, materials, supplies and sublet as required to repair defects.

At five business days prior to turnover, YCIPTA (or its designee), CONTRACTOR, and the Successful Proposer, shall meet to physically re-examine every YCIPTA provided vehicle. Records shall be kept, and made available to YCIPTA (or its designee), documenting items that have been repaired since the Initial Audit. Current condition of every bus shall be determined. All parties shall be provided the draft results of this inspection at the conclusion of the Turnover Audit.

24. Vehicle Acceptance Standards: All YCIPTA vehicles will undergo a detailed inspection, performed jointly by representatives of YCIPTA and CONTRACTOR, prior to CONTRACTOR accepting any YCIPTA vehicle during a transition between contractors. YCIPTA and CONTRACTOR agree that YCIPTA vehicles will be delivered to CONTRACTOR in good condition and with each vehicle meeting or exceeding the following specifications for the first 30 days of vehicle acceptance by CONTRACTOR:

- a. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
- b. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
- c. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be of the same manufacturer and model. All tires will be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment, balancing or curb damage.
- d. Vehicles shall contain a spare tire and wheel meeting the standards of the immediately preceding paragraph if the vehicle was so equipped when purchased by YCIPTA.
- e. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
- f. All vehicle lights shall be in working order.
- g. All decals or painting identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
- h. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.

- i. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current state emission certification, if so required.
- j. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If engine has been rebuilt, YCIPTA shall supply documentation of rebuilder and assure CONTRACTOR that engine rebuild meets manufacturers' specifications.
- k. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, YCIPTA shall supply documentation of rebuilder and assure CONTRACTOR that transmission rebuild meets manufacturer's specifications.
- l. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturers' specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.
- m. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturers' specifications.
- n. All brake linings, drums and rotors shall meet manufacturers' specifications and shall have at least 50% life remaining as measured in 32nds of an inch from new. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
- o. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
- p. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.
- q. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
- r. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.
- s. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of CONTRACTOR in this Agreement and state requirements.

- t. Vehicles will have all current required state inspection and registration certificates, if required.
- u. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturers' requirements.
- v. All vehicle repair and inspection records shall be delivered with the vehicles.
- w. All glass shall be free from chips, scratches and cracks.
- x. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.
- y. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

In the event the joint vehicle inspection reveals defects in the vehicles as specified in this section, then YCIPTA at its discretion may have the items repaired or authorize CONTRACTOR to repair the items at an hourly labor rate plus parts, materials, supplies and sublet as required to repair defects as negotiated between YCIPTA and CONTRACTOR. If necessary, additional maintenance personnel, with authorization from YCIPTA will be brought in to assist with completing repairs, their travel, meal and lodging expenses will also be paid by YCIPTA in accordance with the Internal Revenue Service per diem rates.

Upon completion of repairs, YCIPTA and CONTRACTOR will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this section.

#### **D. Marketing and Public Relations Program**

1. Marketing Organization: During the term of Agreement, CONTRACTOR will cooperate in marketing and advertising efforts with YCIPTA and other parties.
2. Marketing Identity: YCIPTA shall determine the identity and approve all marketing material. CONTRACTOR shall not distribute any materials that can be directly or indirectly associated with YCIPTA or the fixed-route or demand response services identified in Agreement, without the written approval of YCIPTA.

All printed, audio, or visual materials dealing with fares, demand response schedule(s)/pickup policies, promotional activities, public relations or other marketing communications materials distributed on board any vehicle must be approved by YCIPTA, in writing, in advance. From time to time, YCIPTA will supply CONTRACTOR with marketing materials for distribution on the vehicles. CONTRACTOR shall distribute such materials on the vehicles when asked to do so by YCIPTA.

3. Special Services: CONTRACTOR may from time to time be required to provide a bus and bus operator to participate in YCIPTA sponsored marketing and public outreach activities. CONTRACTOR agrees to provide YCIPTA with up to 10 events, up to eight (8) hours each at no cost to YCIPTA. YCIPTA may request CONTRACTOR to provide additional shuttle services, holiday light tour or special event services for the per revenue hour rate as defined in Section 5 of the Agreement.
4. Media Referrals: CONTRACTOR shall refer all media requests for information on the fixed-route or demand response services identified in the Agreement to YCIPTA's Transit Director. Under no circumstances shall CONTRACTOR make any contact with the media or offer comment regarding the services identified in the Agreement, without the written permission of YCIPTA Transit Director. Should CONTRACTOR, or its employees, agents, representatives, or its represented employees through collective bargaining violate this policy, including defaming YCIPTA or its staff, while representing CONTRACTOR during the term of this Agreement, it shall be grounds for immediate termination of the Agreement for cause as defined in Section 44 of the Agreement.
5. Schedules, Brochures, Maps and Other Marketing Material: CONTRACTOR shall be responsible for distributing YCIPTA transit materials (such as flyers, surveys and maps) to passengers, agencies, outlets, and on the vehicles, mail or other means as directed by YCIPTA. CONTRACTOR shall mail Rider's Guides, brochures, and other transit information items prepared by YCIPTA to customers who request them, if requested by YCIPTA and YCIPTA shall provide postage and envelopes to CONTRACTOR for this purpose.
6. Passenger Surveys: CONTRACTOR shall, when requested by YCIPTA, distribute surveys to passengers, and/or otherwise provide reasonable assistance in YCIPTA's monitoring and marketing activities.
7. Notices, Postings and On-vehicle Advertising: CONTRACTOR shall post YCIPTA provided and approved notices as directed by YCIPTA. CONTRACTOR shall not post or otherwise distribute any materials on the vehicles unless specifically requested by YCIPTA and YCIPTA shall approve all materials prior to their distribution. Any revenue from posting or other distribution shall be YCIPTA's.
8. Community Engagement: CONTRACTOR, in agreeing to the terms and specifications of this Agreement shall be considered as an agent and representative of YCIPTA in its interactions with the community. As such, in the course and context of all work specified herein, the CONTRACTOR shall bear the same political responsibilities (e.g., to pursue justice, equity, inclusion and participation) to the citizens (i.e., all residents) it services as does YCIPTA itself. To this end, the CONTRACTOR shall develop and implement a plan for community engagement, including participation in the local chamber of commerce in the Yuma area and form relationships in the community in all matters related to transit planning and operations in cooperation with and under the direction of YCIPTA staff.

## E. Reports, Accounting, and Audits

1. Reports: CONTRACTOR shall provide YCIPTA the following reports, based upon the identified schedule and in a form and format prescribed or approved by YCIPTA:
  - a. Daily Summary: Daily written summary of all fixed-route and if CONTRACTOR is providing; demand response activity by program or mode based upon daily passenger count logs. CONTRACTOR shall provide reports no later than three (3) business days following the date of service. This report shall also describe anything out of the ordinary for that particular operating day including any passenger complaints. CONTRACTOR shall file report daily at end of each operating day via email to [jandoh@ycipta.az.gov](mailto:jandoh@ycipta.az.gov).
  - b. Monthly Summary Report: CONTRACTOR shall provide written report no later than the fifteenth (15th) business day of the month following the end of the reporting period. The cover sheet for the report shall be on CONTRACTOR letterhead and be signed by the Operations Manager. The report shall be developed using the latest version (or other versions as determined by YCIPTA) of the computerized spreadsheet software called "Excel" and shall be provided in print and electronic formats. The electronic copy may be sent via the internet, if approved by YCIPTA.
  - c. Inventory of Schedules/Transfers/Passes: CONTRACTOR shall provide a written monthly inventory of all schedules, brochures, transfers, passes and other marketing materials by the fifteenth (15th) business day of each month.
  - d. Fare Revenue: CONTRACTOR shall document all fares received and provide written report by e-mail to [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or any other person designated by YCIPTA's Transit Director, no later than one business day following the date of collection by the armor car service.
  - e. Other Reports: CONTRACTOR shall provide other written reports (i.e., daily departure logs, unusual incident summaries, etc.) as required by YCIPTA. CONTRACTOR shall provide reports on a daily basis.
  - f. Dissemination of Data: CONTRACTOR shall not disseminate ridership, farebox, or other data or information to any party without prior written approval from YCIPTA or as required by law.

Reports to YCIPTA	
Report	Due Date
Turquoise Route 10	15th of the following month
Monthly Report as defined by YCIPTA	15th of the following month
Daily Vehicle Log	Daily by the end of the day. Prior to noon preferred.
Daily Operations Report	Three days after the day of service by 5:00 p.m.
Fare Receipts	The following day of deposit by 5:00 p.m.
Cash Register Z & X Reports*	The following business day by 5:00 p.m. *

Acufare Reports	15th of the following month
Greyhound Reports*	The following business day by 5:00 p.m. *
Bus Shelter Report	Monday of the following week by 5:00 p.m.
Bus Maintenance Report	Monday of the following week by 5:00 p.m.
Supervisor Logs to Validate Road Supervision	15th of the following month
NTD Surveys	15th of the following month
Demand Response Service Monthly Analysis and Manifests*	15th of the following month

\* Only if Agreement is amended to include these services.

2. Accounting Practices: During the term of the Agreement, CONTRACTOR shall maintain its accounting records as they relate to the programs identified in the Agreement consistent with Generally Accepted Accounting Principles (GAAP) and in an YCIPTA-approved format.
3. Compliance with Regulatory Agency Requirements: Services provided under the Agreement shall conform to all the requirements of Federal, State, and/or local regulatory agencies, including the U.S. Department of Transportation, if applicable.
4. CONTRACTOR/YCIPTA Meetings: CONTRACTOR shall meet with YCIPTA as required by YCIPTA's Transit Director, no less than weekly. CONTRACTOR shall provide frequent communication with YCIPTA staff.

#### **F. Changes to Level of Service**

1. Basic Level of Service: The "basic level of service" is the amount of service, approximately 36,000 vehicle revenue hours for fixed-route service and, if requested by YCIPTA, 2,208 for demand response service, anticipated to be operated by the CONTRACTOR on a routine basis. Following the procedures described in this paragraph, YCIPTA, at its sole discretion, may increase, decrease, or otherwise change the service to be operated by the CONTRACTOR.
2. Emergency Adjustments in Service Level: Temporary emergency adjustments in service may be initiated either by YCIPTA or CONTRACTOR only in the event of an emergency or circumstance that requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such adjustments do not constitute a "substantial change" as defined below.

The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. YCIPTA shall specify steps to be taken by CONTRACTOR to notify passengers of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by CONTRACTOR. In making temporary emergency adjustments, should CONTRACTOR incur added expenses beyond those compensated under the primary terms of the Agreement, YCIPTA and

CONTRACTOR shall negotiate a fair and equitable adjustment in compensation for service.

3. Non-Substantial Changes in Service Level: YCIPTA may order non-substantial increases, decreases or other alterations to the service upon written notice to CONTRACTOR. Said notice will specify the change(s) requested and the effective date(s). CONTRACTOR will be allowed thirty (30) days to implement non-substantial changes; however, YCIPTA shall endeavor to provide CONTRACTOR with earlier notice whenever possible. YCIPTA may also, from time-to-time, request minor miscellaneous transit service (i.e. tour of YCIPTA for new YCIPTA employees, group of senior citizens wishing to go on a field trip, school field trips, etc.) and provide one (1) week notice, whenever possible.
4. Substantial Changes in Service Level: Any proposed change in the service level shall be deemed "substantial" if such results in one or more of the following conditions:
  - An increase of 10% or more in total vehicle revenue hours, as computed from the Basic Level of Service;
  - A decrease of 10% or more in total vehicle revenue hours, as computed from the Basic Level of Service;
  - The cumulative total of non-substantial service changes over a period of time that results in a service level either more than 10% above, or 10% below the established Beginning Service Level.
  - The CONTRACTOR shall be given no less than thirty (30) days written notice of the intent to order such substantial changes, and shall have an opportunity to be heard prior to adoption of such order. Such order shall not be effective sooner than thirty (30) days from the date of adoption, unless mutually agreed otherwise in writing by both parties.
5. Compensation: The fixed and variable rates of compensation shall not be renegotiated during the base term of this Agreement subject only to the description of service level changes described herein. CONTRACTOR shall be compensated following any substantial change to the service level according to Section 5 of the Agreement.
6. Changes in Subsidiary Duties: YCIPTA may request changes in CONTRACTOR's reporting requirements, training and safety programs, inventory requirements, testing procedures, personnel practices, and/or other operating details that do not result in changes to the service level. If CONTRACTOR declines such requests, or such request would result in a material increase in CONTRACTOR's costs or in the time required for performance, CONTRACTOR shall notify YCIPTA within seven (7) days after receipt of such request and shall submit a claim detailing such objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR's claim, which reflects

actual increases or decreases in CONTRACTOR's total costs to perform Agreement caused by the change in question.

## **G. Employee Qualifications and Training Program**

1. Employee Qualifications: The following minimum qualifications will be required of those persons employed in the fixed-route and demand response services:
  - a. Bus Operator Instructors/Operations Manager/Lead Road Supervisor:
    - 1) Valid Class "B" or School Bus Operators License with necessary passenger endorsements and air brake endorsement.
    - 2) Valid Medical Certificate and passage of pre-employment drug test.
    - 3) One year recent experience in public transit or school bus driving or one year recent experience as public transit or school bus training instructor; Valid instructor training certificate consistent with "Train the-trainer" or other formal training program recognized by the State of Arizona and FTA including TSI and PASS certifications.
    - 4) Qualified to participate in third party testing through ADOT MVD.
    - 5) Bilingual (English & Spanish) unless provided with Basic Spanish for Transit Employees handbook.
    - 6) Certified in First Aid & CPR.
    - 7) Completion of YCIPTA orientation program.
    - 8) No moving violations for a three (3) year period.
    - 9) Completion of CONTRACTOR bus operator training program.
  - b. Bus Operators/Maintenance Manager/Mechanics/Utility Workers:
    - 1) Valid Class "B" or School Bus Operators License with necessary passenger endorsements and air brake endorsement.
    - 2) No moving violations for a three (3) year period.
    - 3) Valid Medical Certificate and passage of pre-employment drug test.
    - 4) Minimum of three (3) years of recent experience safely driving a motor vehicle with a valid license.
    - 5) Completion of CONTRACTOR bus operator training program.
    - 6) Completion of YCIPTA orientation program.
    - 7) Bilingual (English & Spanish) unless provided with Basic Spanish for Transit Employees handbook.
    - 7) Bus Operators certified in First Aid & CPR.
  - c. Dispatchers/Transit Operations Supervisors:

- 1) Completion of the bus operator training program. (Compliance with Section 2 below.)
  - 2) Completion of the road supervisor training program.
  - 3) Completion of CONTRACTOR's Customer Service Skills course.
  - 4) Completion of YCIPTA orientation program.
  - 5) No moving violations in a three (3) year period.
  - 6) Bilingual (English & Spanish) unless provided with Basic Spanish for Transit Employees Handbook
  - 7) Certified in First Aid & CPR.
2. CONTRACTOR Staff Training: CONTRACTOR shall provide training for all personnel employed to provide services pursuant to this Agreement. It is the sole responsibility of CONTRACTOR to ensure that all bus operators are fully knowledgeable of their duties and responsibilities and can operate a fixed-route or demand response vehicle in a safe and effective manner. It is also the CONTRACTOR's responsibility to provide additional training if the training requirements specified by YCIPTA are insufficient. CONTRACTOR shall comply with State of Arizona training requirements. At a minimum, training shall comply with the following requirements:
- 1) Class "D", Class "C" bus operators, first-time Class "B" bus operators and Class "B" school bus operators who have not had prior public transit/school bus training.
    - a) Acquisition of a valid Class "B" (or school bus driver operator's) license and Medical Certificate.
    - b) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, bus operator notices, vehicle components, bike rack use, radio procedures, vehicle inspection, pick-up lists and schedules, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and empathy.
    - c) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components, assisting passengers who have disabilities, operation of lift with/without power, loading/tying down procedures and emergency procedures.
    - d) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while out of service.
    - e) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.
    - f) Completion of bus operator training at least two (2) days before being allowed to drive in service unsupervised.

- g) Completion of driving all routes (including "A" routes) and services at least twice before being allowed to drive unsupervised.
  - h) Completion of a customer service and sensitivity training program prior to entering service. Said training shall be conducted annually for all staff assigned to this Agreement.
  - i) Completion of an orientation session to YCIPTA prior to entering service.
- 2) Class "B"/school bus operators (with a medical certificate) who have had at least nine (9) month's public transit or school bus driving experience over the previous two years, as well as proof of training and good references from current or prior employer.
- a) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, bus operator notices, vehicle components, bike rack use, radio procedures, vehicle inspection, schedules, routes, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and passenger empathy.
  - b) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components, assisting passengers who have disabilities, operation of lift with/without power, loading/tying down procedures, and emergency procedures.
  - c) Minimum eight (8) hours individual behind-the-wheel instruction from qualified driving instructor while out of service.
  - d) Minimum eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.
  - e) Completion of driving all routes (including "A" routes) and services at least twice before being allowed to drive unsupervised.
  - f) Completion of a customer service and sensitivity training program prior to entering service. Said training shall be conducted annually for all staff assigned to this Agreement.
  - g) Completion of an orientation session to YCIPTA prior to entering service.
- b. Additional training required for all bus operators, dispatchers and transit operations supervisors regardless of experience:
- 1) Written Route Knowledge Test: No bus operator dispatchers and transit operations supervisors shall be allowed to operate in revenue service until he or she has successfully completed a written test demonstrating full knowledge of his or her assigned route.
  - 2) Written Fare Structure Test: No bus operator, dispatchers and transit operations supervisors shall be allowed to operate in revenue service until

he or she has successfully completed a written test demonstrating full knowledge of the system fare structure and fare instruments.

- 3) Vehicle-type Training: No bus operator, mechanic, utility worker, dispatchers and transit operations supervisors shall be allowed to operate equipment until he or she has been trained and signed off by a qualified instructor as to his or her successful attainment of the skills necessary to properly operate the vehicle type to which he or she has been assigned.
  - 4) A minimum of one hour safety/ongoing training must occur every month for every bus operator, mechanic, utility worker, dispatchers and transit operations supervisors employed. CONTRACTOR will deliver meeting agendas and minutes to YCIPTA and the CONTRACTOR will add items to the next meeting's agenda upon the request of YCIPTA. YCIPTA may request items to be included on the agenda or have time to discuss operational matters.
  - 5) Training in understanding Title VI and Limited English Proficiency (LEP) as defined by the FTA, including a signed statement acknowledging said training.
  - 6) No employee shall be allowed to enter service under this Agreement without completion of the training requirements in Section G. Any CONTRACTOR employee discovered to be in service not in compliance with this Section shall be suspended from YCIPTA service until they meet those requirements. CONTRACTOR shall provide documentation to YCIPTA, if requested validating the training in this Section has been completed.
  - 7) CONTRACTOR Staff Evaluations: Each bus operator, utility worker, dispatchers and transit operations supervisors employed shall be evaluated by a qualified instructor at least once every six (6) months, including in-service evaluation and license and medical certificate checks.
  - 8) Accidents: A CONTRACTOR qualified instructor shall ride with, perform an evaluation of, and retrain, if necessary, any bus operator who: (1) is involved in a preventable accident or (2) is involved in two (2) or more non-preventable accidents in any twelve (12) month period,
  - 9) Bus Operator Safety Award: CONTRACTOR shall institute an employee of the month, employee of the year and bus operator safety award program to be conducted at least once every six (6) months, including the provision of safe driving badges.
3. Background Checks: YCIPTA has entered into a memorandum of understanding with the Western Arizona Council of Governments (WACOG) for the provision of transit services which requires background checks for all bus operators, dispatchers and transit operations supervisors required by the Arizona Department of Economic Security due to serving children or vulnerable adults on YCAT routes and services.

- a) CONTRACTOR shall have its employees go through the Central Registry Background Checks and the Arizona Department of Economic Security will use the information contained in the Central Registry as a factor to determine qualifications for CONTRACTOR employees to provide services under this Agreement.
- b) A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a employment because the person has been granted a Central Registry exception.
- c) Before being employed by the CONTRACTOR, persons shall certify on forms that are provided by the State of Arizona whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- d) A person awaiting receipt of the Central Registry Background Check may work under the terms of this Agreement after completion and submittal of the Direct Service Position certification form if the certification states:
  - a. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction; and
  - b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

**Note:** The Certification for Direct Service Position is located at:  
<http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>

- e) If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from working under the terms of this Agreement.
- f) CONTRACTOR shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

**Note:** The Request for Search of Central Registry for Background Check is located at: <https://www.azdes.gov/opac>.

4. Uniforms, Dress Code & Appearance: CONTRACTOR shall provide and maintain clean, identical uniforms, to be approved by YCIPTA for all bus operators, dispatchers, transit operations supervisor, utility workers and mechanics and shall enforce an appearance code, also subject to approval by YCIPTA.
- 1) At a minimum, uniform requirements shall include the following for all staff:
    - a) Have a wrist watch that is set to www.time.gov as that is the official time for YCAT services and is a part of the required uniform. Use of vehicle clocks and cellular telephone clocks are not permitted (Bus Operators are not allowed to have personal cellular telephones with them while in Revenue Service).
    - b) Clean, identical, solid color permanent press, polo shirts with stitched embroidery for YCAT logo, tucked in when worn. Maintenance personnel may have a jumpsuit or solid color permanent press button down shirt.
    - c) Clean, identical, solid color jackets or windbreaker for all staff for use during cold or rainy weather with the YCAT logo.
    - d) Clean, identical, professionally made name tags provided by CONTRACTOR and clip-on employee identification tags with the YCAT logo provided by YCIPTA.
    - e) Clean, identical, solid color hat with stitched embroidery with YCAT logo.
    - f) When operating the trolley, a special Conductor outfit shall be provided to the bus operator to coincide with the theme of the trolley. YCIPTA shall fund the initial cost of the uniform for those bus operators assigned to operating the trolley vehicle and CONTRACTOR shall fund future replacement costs for the uniform.
  - 2) CONTRACTOR shall also strictly enforce the following dress and appearance requirements:
    - a) Males: Clean, solid black full-length pants or trousers; clean, black, matching socks; and clean, black solid-color shoes for all male bus operators. Male staff may wear shorts or skirts.
    - b) Females: Clean, dark, black full-length pants/trousers, and clean, black shoes for all female bus operators. Female staff may wear shorts or skirts.
    - c) All staff operating in revenue service and on YCIPTA property shall comply with uniform and dress requirements and shall be clean and well groomed. Shirts must be tucked in. Name tags and employee identification cards shall be clearly displayed for the public to see.

- b. Courtesy: CONTRACTOR shall supervise all staff to ensure that they are courteous to all passengers at all times and respond to passengers' questions regarding use of the transit system or connecting systems accurately. All staff members shall greet every passenger boarding a YCAT vehicle with a "hello" or "Good Morning, Afternoon or Evening".
  - c. Employee Work Rules: CONTRACTOR shall enforce the following employee rules, subject to modification by YCIPTA:
    - 1) Uniforms:
      - a) Must be complete and worn at all times when on duty.
      - b) Shall be clean and presentable at all times.
      - c) Uniform designs, colors and ID tags subject to YCIPTA approval.
    - 2) Gratuities/Fares:
      - a) Gratuities shall not be accepted.
      - b) All cash shall go into farebox without being handled by the bus operator. Bus operator shall collect fares consistent with the most recent fare structure adopted by YCIPTA.
    - 3) Knowledge of Services/Fare Structure:
      - a) Bus operators, management, dispatchers and transit operations supervisors shall have a thorough knowledge of the service and fare structure prior to driving for that service unsupervised.
      - b) Bus operators, management, dispatchers and transit operations supervisors shall also have a basic knowledge of transfer locations with connecting systems and knowledge of connecting systems.
      - c) CONTRACTOR develop a rule handbook, subject to YCIPTA approval with information on routes, fares, using YCIPTA electronic equipment, destination sign codes, restroom stops and other pertinent information that is required of the bus operator to be successful in their job. Such rulebook must be in possession of the bus operator while in revenue service.
5. Arizona Western College Training: As defined in Section 8.D. of the Agreement, the Operations Supervisor shall be responsible for conducting a YCIPTA sponsored class at Arizona Western College (AWC) that trains local residents on how to obtain a Class B license. When this class is in session, the Operations Supervisor shall commit approximately four (4) hours a week for a 14 week period as a representative of AWC. CONTRACTOR shall provide a vehicle for classroom students to train on an off property location. At no time shall AWC students operate this vehicle on public roadways or without a CONTRACTOR employee on board. CONTRACTOR shall offer priority hiring to students of this AWC class should employment opportunities exist.

6. Training of YCIPTA Personnel: At the request of YCIPTA, CONTRACTOR shall afford YCIPTA staff the opportunity to participate in a training course for obtaining class B license with passenger and air brake endorsements.

#### **E. General Rules**

1. No employee will be permitted to smoke within twenty (20) feet of a bus or bus stop. No employee may eat, drink or use a cellular telephone, pager, or other communication device while operating a YCIPTA revenue or non-revenue vehicle.
2. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.
3. While in uniform, or at work, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.
4. Bus operators shall be responsible to keep all vehicles clean and sanitary during their shift.
5. All employees are responsible for reporting immediately any defects a vehicle may have. Bus operators shall conduct a "walk around" pre-trip inspection of their vehicle, as well as a post-trip inspection, and fill out a "daily vehicle inspection" sheet. Bus operators shall have CONTRACTOR supervisor personnel resolve any doubt about the safety of a vehicle prior to operating the vehicle in service.
6. Employees may use vehicles only in accordance with their assigned duties.
7. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
8. No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by YCIPTA.
9. No item longer than five (5) feet shall be allowed on the vehicle.
10. CONTRACTOR shall enforce the provisions defined in the YCIPTA Rules of the Road to passengers boarding YCIPTA vehicles as published by YCIPTA..
11. No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in writing by YCIPTA.
12. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to the police, YCIPTA supervisory personnel, or other person(s) involved in the accident as required by law.
13. Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of the bus operator, other passengers, him or herself, or vehicle equipment, shall not be permitted on the vehicle.

14. No vehicle shall stop at an unsafe location. Whenever practical, demand response stops shall be made at a curb.
15. Backing of a vehicle is prohibited unless specifically authorized by dispatch. Bus operators must request the option to back a vehicle from dispatch prior to beginning the backing movement.
16. No vehicle shall be operated when its condition is unsafe or uncertain.
17. No bus operator shall operate the wheelchair lift or ramp:
  - a. Until they have received the mandated training; and
  - b. If there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result of using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the Original Equipment Manufacturer (OEM).
18. Bus operators shall utilize the SPX Genfare Transview or CentsABill farebox system properly, recording ridership data in the format required by YCIPTA, if the system requires recording of ridership.
19. Bus operators shall not leave their vehicle unattended when passengers are on-board, except when needing to use a restroom, and the transmission is placed in park, the parking brake is set and the engine is turned off. Doors on unattended vehicles shall be kept closed and locked at all times. Bus operators must inform and confirm with dispatch before leaving a bus unattended.
20. Demand response and flex route bus operators shall provide "hands-on" assistance to passengers with disabilities for boarding and unloading purposes if requested by passenger or passenger aide.
21. No vehicle shall be fueled while passengers are on-board.
22. Bus operators shall not be allowed to keep personal cellular phones, pagers or other electronic paging or communication devices on themselves, or in the vehicle while in revenue service, and contact from third parties shall be allowed only through dispatch and no direct contact by bus operators shall be permitted. Bus operators with a CONTRACTOR provided cellular phone must use the phone in accordance with CONTRACTOR policies for safe driving.

#### **F. Positions, Wage Scale and Benefits**

CONTRACTOR shall have a wage scale for each year of the Agreement with the bus operator starting wage for training and the bus operator's starting wage when the bus operator has completed the CONTRACTOR'S training program. YCIPTA recognizes the importance of wages and benefits to employee recruiting and retention. YCIPTA desires that the CONTRACTOR offer competitive wages and benefits to its staff and that are appropriate for the Yuma market.

At the minimum, the following positions must be included in this operation:

- Operations Manager
- Operations Supervisor
- Maintenance Manager
- Transit Operations Supervisor/Dispatcher
- Utility Worker (if services is provided by CONTRACTOR)
- Mechanic
- Bus Operator

###

## **Appendix B**

### **Federal Clauses and Other Requirements**

#### **A. Energy Conservation**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

#### **B. Access to Records**

Upon request, CONTRACTOR agrees to permit, and require its SUBCONTRACTORS to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its SUBCONTRACTORS pertaining to the Agreement.

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

#### **C. Federal Changes**

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the USDOT, FTA, Master Agreement (FTA MA (9)) (the Master Agreement), between YCIPTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR failure to so comply shall constitute a material breach of this contract.

#### **D. 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 contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to 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.

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

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the 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 contract 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 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on 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.

#### **F. Civil Rights**

The following requirements apply to the contract:

1. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, 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 contract:
  - a. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at

- 49 U.S.C. § 5332, 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 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the performance of the Contract. 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 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 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 U.S.C. § 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 C.F.R. 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.

#### **G. Reporting and Record Retention Requirements**

1. Types of Reports: The CONTRACTOR agrees to submit to FTA the reports required by U.S. DOT administrative regulations for grants and cooperative agreements and any other reports the Federal Government may require.
2. Format Requirements for Reports: The CONTRACTOR agrees that all reports and other documents or information intended for public availability developed in the course of the Contract and required to be submitted to FTA must be prepared and submitted in electronic and or typewritten hard copy formats as FTA may require. Electronic submissions must comply with the electronic accessibility

requirements of Subsections 12.g. (9) and 15.s. of the Master Agreement. FTA reserves the right to require records to be submitted in other formats.

3. Record Retention: The CONTRACTOR agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Contract as the Federal Government may require during the course of the contract term and for three years thereafter or longer as set forth in Section B, above.

#### **H. Disadvantaged Business Enterprise**

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in its performance of the Contract:

1. The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
2. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Contract Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT 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, 31 U.S.C. §§ 3801 *et seq.*

#### **I. Incorporation of FTA 4220.1.F. 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 4220.1.F., dated November 1, 2008, 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 Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA request, which would cause YCIPTA of Vacaville to be in violation of the FTA terms and conditions.

## **J. Application of Federal, State, and Local Laws and Regulations**

1. Federal Laws and Regulations: Federal law or laws authorizing Contract approval control Contract implementation. The CONTRACTOR acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract on the date the authorized FTA official signs the Master Agreement or other awarding agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when the CONTRACTOR executes the Master Agreement or other awarding agreement, and might apply to such agreement. The CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Contract at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of the Master Agreement. To accommodate changing Federal requirements, the CONTRACTOR agrees to include notice in each agreement with each subCONTRACTOR and each third party CONTRACTOR participating in the Contract that Federal requirements may change and the changed requirements will apply to the Contract as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.
2. State, Territorial, and Local Law: Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of the Master Agreement or Contract shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of the Master Agreement or Contract violates State, territorial, or local law, or would require the CONTRACTOR to violate State, territorial, or local law, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, terminate the Contract expeditiously.

## **K. Covenant Against Contingent Fees**

Bonus or Commission CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Contract.

## **L. Prohibition on Gratuities**

Code of Ethics The CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements supported by Federal assistance. This code or standards of conduct shall provide that the CONTRACTOR officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary

value from any present or potential CONTRACTOR or SUBCONTRACTOR. The CONTRACTOR may establish minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards of conduct shall also prohibit the CONTRACTOR officers, employees, board members, or agents from using their positions in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR officers, employees, board members, or their agents, or by the CONTRACTOR, any SUBCONTRACTORS, or their agents.

1. Personal Conflicts of Interest: The CONTRACTOR's code or standards of conduct shall prohibit CONTRACTOR employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved.
2. Organizational Conflicts of Interest: The CONTRACTOR's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party CONTRACTOR or SUBCONTRACTOR or impair its objectivity in performing the contract work.

#### **M. Contract Work Hours and Safety Standards Act**

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR under the Contract, with the following employee protection requirements for contract employees:

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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Assessments: In the event of any violation of the clause set forth in paragraph (1) of this section 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 for assessments. Such assessments shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without

payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for Unpaid Wages and Assessments: The CONTRACTOR 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 moneys 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 assessments as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts: The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the 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 this section.
5. Payrolls and Basic Records: Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Contract work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### **N. Environmental Requirements**

The CONTRACTOR recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal laws that may affect the Contract include: the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29

U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* The CONTRACTOR also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the CONTRACTOR agrees to comply, and assures the compliance of each SUBCONTRACTOR and each third party CONTRACTOR, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the CONTRACTOR. The CONTRACTOR agrees that those laws and regulations do not constitute the CONTRACTOR's entire obligation to meet all Federal environmental and resource conservation requirements.

1. Air Quality: The CONTRACTOR agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* In addition:
  - a. The CONTRACTOR agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the CONTRACTOR agrees to implement each air quality mitigation or control measure incorporated in the Project. The CONTRACTOR further agrees that any project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the project described in the State Implementation Plan.
  - b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, the CONTRACTOR agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Contract: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Highway Vehicles and Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy and Carbon-Related Exhaust Emissions of Motor Vehicles," 40 C.F.R. Part 600.
  - c. The CONTRACTOR agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606.

2. Clean Water: The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* In addition:
  - a. The CONTRACTOR agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f *et seq.*
  - b. The CONTRACTOR agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **O. Recycled Products**

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

#### **P. Lobbying Restrictions**

The CONTRACTOR agrees to:

1. Refrain from using Federal assistance funds to support lobbying,
2. Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

#### **Q. Debarment and Suspension**

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," within 2 C.F.R. Part 1200.

#### **R. Transit Employee Protective Arrangements**

If the Master Agreement or other awarding agreement indicates that transit employee protective arrangements required by U.S. DOL (Dept of Labor) apply to transit operations performed in connection with the Contract, the CONTRACTOR agrees to comply with the applicable requirements as follows:

1. Standard Transit Employee Protective Arrangements: To the extent that the Contract involves transit operations, the CONTRACTOR agrees to implement the Contract in compliance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Contract and that meet the requirements of 49 U.S.C. § 5333(b), and of the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which certification appears in the Master Agreement or other awarding agreement, and the CONTRACTOR agrees to implement the Contract in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Contract. The requirements of this subsection do not apply to projects for elderly persons or persons with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or to projects for non-urbanized areas that are authorized by 49 U.S.C. § 5311; separate requirements for those projects are contained in Subsections 24.d(2) and 24.d(3), respectively, of the Master Agreement .
2. Transit Employee Protective Arrangements for Projects for Elderly and Persons with Disabilities Authorized by 49 U.S.C. § 5310(a)(2): To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a public body sub-recipient under the Contract, the CONTRACTOR agrees to carry out the Contract in compliance with the terms and conditions determined by the U.S. Secretary of Labor as necessary to meet the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which appears in the applicable grant agreement. The CONTRACTOR agrees to implement the Contract in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Contract.
3. Transit Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311: The CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.
4. 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.

## **S. Substance Abuse**

The CONTRACTOR agrees to comply with the following Federal substance abuse regulations.

1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 2 C.F.R, as modified by 41 U.S.C. §§ 702 *et seq.*
2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State oversight agency of California or 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 Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before January 1, to submit quarterly Management Information System (MIS) reports no later than the 15<sup>th</sup> of the month following the close of each quarter and to submit annual MIS reports before February to YCIPTA's representative. 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.

## **T. Charter Bus Requirements**

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients 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.

## **U. School Bus Requirements**

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

## **V. 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 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

**W. 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.

**X. 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.

## Appendix C Required Forms

<u>Form 1 Addendum Receipt</u> .....	II-94
<u>Form 2 Lobbying Certification</u> .....	II-95
<u>Form 3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters</u> .....	II-96
<u>Form 4 Non-Collusion Affidavit for CONTRACTOR</u> .....	II-98
<u>Form 5 Certification of Eligibility (Labor Standards)</u> .....	II-99
<u>Form 6 Certification of Primary Participant Regarding Responsibility Matters</u> .....	II-100
<u>Form 7 Certification Disadvantaged Business Enterprise Program/Equal Employment Opportunity</u> .....	II-101
<u>Form 8 Certification Regarding Alcohol Misuse and Prohibited Drug Use</u> .....	II-102
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Form 13 Recommendation of Award.....II-108

Form 14 Protest Procedures .....II-109

Form 15 YCIPTA Transit Funding .....II-110

Form 16 Affordable Care Act.....II-111

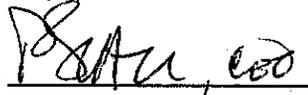
**Form 1**

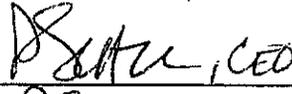
**Addendum Receipt**

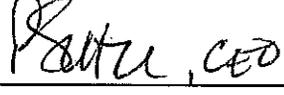
**National Express Transit Services Corporation**

\_\_\_\_\_ (Name of CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # 1, Released January 13, 2014 Signature 

Addendum # \_\_\_\_\_ Signature 

Addendum # \_\_\_\_\_ Signature 

Addendum # \_\_\_\_\_ Signature 

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

Addendum # \_\_\_\_\_ Signature \_\_\_\_\_

  
SIGNATURE

February 13, 2014  
DATE

Peter J. Settle, Chief Executive Officer  
TITLE

National Express Transit Services Corporation  
COMPANY NAME

**Form 2**  
**Lobbying Certification**

The undersigned Peter J. Settle, Chief Executive Officer certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, National Express Transit Services Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



January 27, 2014

Signature of CONTRACTOR'S Authorized Official

Date

Peter J. Settle, Chief Executive Officer

Name and Title of CONTRACTOR'S Authorized Official

**Form 3**  
**Certification Regarding Debarment,**  
**Suspension, and Other Responsibility Matters**

**Instructions for Certification**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, YCIPTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to YCIPTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 3 CFR. You may contact YCIPTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by YCIPTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, YCIPTA may pursue available remedies including suspension and/or debarment.
10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.180.995] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Form 3

**CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – (Continued)**

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

SIGNATURE 

January 27, 2014

DATE \_\_\_\_\_

Peter J. Settle, Chief Executive Officer

National Express Transit Services  
Corporation

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

**Form 4**  
**Non-Collusion Affidavit for CONTRACTOR**

STATE OF ARIZONA

COUNTY OF YUMA

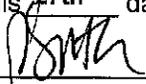
Peter J. Settle

declares and says:

1. That he/she is the (owner, partner, representative, or agent) Chief Executive Officer of National Express Transit Services Corporation, 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 its affiliates, 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 its affiliate.

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

Dated this 27th day of January, ~~2013~~ <sup>2014</sup> at Cincinnati, Hamilton County, Ohio.

Signed: 

Title: Peter J. Settle, Chief Executive Officer

**Form 5**  
**Certification of Eligibility (Labor Standards)**

National Express Transit Services  
Corporation

(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.

SIGNATURE 

DATE January 27, 2014

TITLE Peter J. Settle, Chief Executive Officer

National Express Transit Services Corporation  
COMPANY NAME

Form 6

**Certification of Primary Participant Regarding Responsibility Matters**

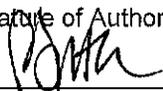
The Primary Participant National Express Transit Services Corporation (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

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

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

THE PRIMARY PARTICIPANT, National Express Transit Services Corporation (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

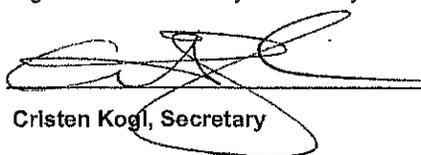
Signature of Authorized Official

  
\_\_\_\_\_

Title Peter J. Settle, Chief Executive Officer  
National Express

The undersigned chief legal counsel (or corporate secretary) for the Transit Services Corp hereby certifies that the Chief Executive Officer has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary

  
\_\_\_\_\_

Date January 23, 2014

Cristen Kogl, Secretary

**Form 7  
 Certification Disadvantaged Business  
 Enterprise Program/Equal Employment Opportunity**

In accordance with Title 49, Code of Federal Regulations, Part 23 and other applicable Disadvantaged Business Enterprise ("DBE") and Equal Employment Opportunity ("EEO") rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort to meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: 1%
2. Names/Locations of DBEs contacted by CONTRACTOR:  
National Express understands that there is no DBE Participation goal associated with this contract. However, we will continue to actively seek DBE participation in this contract.
3. Names/Locations of DBEs selected by CONTRACTOR:  
Transit Auto Parts LLC, 3712 N. Broadway #352, Chicago, IL 60613  
We have attached their DBE Certificate on the page following our EEO-1 form, as referenced below.
4. CONTRACTOR'S work force breakdown by race and gender:  
We have provided our EEO-1 report on the following pages.  
 TOTAL EMPLOYEES as of \_\_\_\_\_

JOB CATEGORY	EMPLOYEES									
	Male					Female				
	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'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE 

DATE January 27, 2014

TITLE Peter J. Settle, Chief Executive Officer

COMPANY NAME National Express Transit Services Corporation

EQUAL EMPLOYMENT OPPORTUNITY  
 2013 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-N DUNS NO.:

SECTION B - COMPANY IDENTIFICATION

1. NATIONAL EXPRESS TRANSIT CORP  
 8041 HOSBROOK, SUITE 330  
 CINCINNATI, OH 45236

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	0	0	6	0	0	0	0	0	1	0	0	0	0	0	0
PROFESSIONALS	5	0	27	3	0	0	0	0	11	3	0	0	0	0	0
TECHNICIANS	0	0	3	1	0	0	0	0	5	1	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	6	0	19	13	2	0	0	0	34	22	0	0	1	5	10
CRAFT WORKERS	15	0	34	12	0	0	1	2	1	0	0	0	0	1	1
OPERATIVES	42	4	301	315	3	8	3	7	128	147	0	1	0	3	90
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	10	20	0	0	0	0	36	51	0	0	0	0	1
TOTAL	68	4	400	364	5	8	4	14	216	224	0	1	1	9	13
PREVIOUS REPORT TOTAL															

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/13/2013 THRU 09/26/2013

CERTIFYING OFFICIAL: MIKE RUSHIN  
 REPORT CONTACT PERSON: TERRY WILSON  
 TITLE: CHIEF OPERATING OFFICER  
 TITLE: DIRECTOR HUMAN RESOURCES  
 TELEPHONE NO: 5133226217  
 CERTIFIED DATE[EST]: 11/19/2013 02:47 PM



Janice K. Brewer  
Governor

John S.  
Halikowski  
Director

**Arizona Department of Transportation**  
**Business Engagement and Compliance Office**  
1135 N. 22nd Ave. 2nd Floor, Phoenix, Arizona 85009

John H. Nichols  
Deputy Director

March 11, 2013

Michael Hernandez  
Transit Auto Parts, LLC DBA n/a  
3712 N. Broadway, Ste 352  
Chicago, IL 60613-4235

Dear Michael Hernandez:

The Arizona Department of Transportation is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise (DBE) in Arizona, under a Unified Certification Program (UCP) in accordance with 49 CFR, Part 26.

DBE certification is continuing from the date of this letter, but is contingent upon the firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure to continue your eligibility will result in immediate action to decertify the firm.

As long as the firm is listed in the DBE Directory, it is considered DBE certified by all Arizona UCP members. (ADOT, City of Phoenix, City of Tucson).

DBE certification is subject to actions by governmental agencies impacting the disadvantaged status of the firm.

Your firm will be listed in Arizona's UCP DBE Directory which can be accessed via the internet at [www.azdbe.org](http://www.azdbe.org).

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA, and FHWA) projects in Arizona as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office in writing without delay. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm may compete for, and perform, work on all USDOT Federal Aid projects throughout Arizona, receiving DBE credit for work performed in the following areas:

**NAICS: Specialty Description**

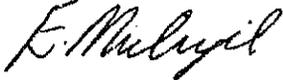
NAICS-423120: AUTOMOTIVE PARTS, NEW, MERCHANT WHOLESALERS

NAICS-423130: TIRE TUBES, MOTOR VEHICLE, MERCHANT WHOLESALERS

Questions or concerns should be directed to this office.

Telephone number: (602) 712-7761  
Email: [jgeist2@azdot.gov](mailto:jgeist2@azdot.gov) or [ksmith@azdot.gov](mailto:ksmith@azdot.gov)  
Fax number: (602) 712-8429

Sincerely,



Jamie Geist  
DBE Certification Program Manager

Certification Date: March 11, 2013  
Certification Expiration Date: June 30, 2014

**Form 8**  
**Certification Regarding Alcohol Misuse and Prohibited Drug Use**

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR Part 655, Subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned 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 Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)), between Purchaser (YCIPTA) and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature 

Name Peter J. Settle, Chief Executive Officer

Date January 23, 2014

Company Name National Express Transit Services Corporation

Title Peter J. Settle, Chief Executive Officer

**Form 9**  
**YCIPTA Provided Materials and Supplies**

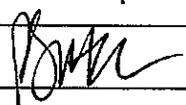
YCIPTA shall provide the CONTRACTOR the following equipment to be used for YCIPTA related business only:

YCIPTA shall provide CONTRACTOR the following equipment to be used for YCIPTA-related business only:

- Seven personal computers with keyboard, mouse and monitor for use by Operations Manager, Safety & Training Manager, Maintenance Manager and Transit Operations Supervisors.
- One scheduling personal computer for scheduling reservations on YCAT OnCall and personal HP printer with switch.
- One copier, printer, scanner, fax all in one machine.
- One central printer and scanner.
- One laptop for maintenance department use.
- One laptop for Call Center suite.
- One mini Laptop for reviewing on-bus security camera, plus associated speakers and equipment from REI for the on-bus security camera.
- One computer for accessing security fobs for access into Bus Facility.
- One computer for accessing Bus Facility security camera system.
- Laptop and Acufare 200 for accessing Acufare system for smart cards (YCATPass).
- Motorola dispatch radio system with four hand-held radio system, 35 mobile units, one base station with base station power and microphone.
- Network system including wiring, hubs, switches, Internet modem, battery back for Internet modem.
- Cash and coin counting machines.
- Safe.
- Fans and air conditioning.
- All office furniture for use by Contractor staff, including desks, file cabinets, chairs, trash cans, tables, microwave oven, DVD player, televisions, bulletin boards, storage cabinets, key boxes, two hand trucks.
- Bus wash system.
- Credit card machine.
- Greyhound equipment, including TRIPS computer/monitor/keyboard, printer, calling card machine, file cabinet, table, shelving, forms and supplies, printer ink, telephone, network connection, check verification machine, three baggage storage sheds, baggage tag holders, hand truck, baggage cart, waiting room chairs and frame for signage.

- 27 Buses and 3 Trolleys (with destination signs, fareboxes, security cameras, PA system, brochure racks, denominators, transfer cutters, wheelchair tiedowns, Yuma Sun racks, library racks), 3 Minivans, 3 Support Vehicles, 2 Support Trucks, 1 Pressure Washer and Trailer.
- Two full sets of keys to vehicles
- One set of keys to office furniture
- Cash register.
- Luminator and Twin Vision destination sign programming equipment and cards.
- 20 Acufare Smart Card readers, fare selectors and associated cables.
- SPX Genfare small amount of electronic farebox parts and keys.
- 15 Nortel Telephones with Call Center Suite.
- Two (2) vehicle lifts.
- Bus stop signs, poles, infoposts, two post pounder and post remover.
- 30 bus shelters with benches, trash cans, map cases and solar panel lighting (two with advertising boxes).
- Bus Facility with parking.
- Fuel for all vehicles.
- Parts Room shelving.
- Lock for access gate.
- Limited amount of maintenance shop equipment and small amount of tools.
- Limited amount of spare parts for SPX Genfare fareboxes, New Flyer buses, decals, brochure racks, denominators, etc.
- Diagnostic equipment for transmission and other vehicle components.
- Storage shed.
- Dumpsters for refuse and recycling.
- Air compressor.
- Three vending machines.

NAME OF PROPOSER: National Express Transit Services Corporation

AUTHORIZED REPRESENTATIVE SIGNATURE 

AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer

DATE: January 27, 2014

**Form 10  
Customer Service**

Customer Service is a high priority to YCIPTA transit operations. Customer service is a priority element in the growth of YCIPTA.

YCIPTA prides itself on providing bus operators, dispatchers and management staff that integrate high quality customer service into daily operations, for the benefit of our transit passengers. It is understood that quality customer service leads to repeat patronage and is key to increasing YCIPTA ridership.

Bus operators not only operate YCIPTA transit vehicles, but also provide the essential contact/interaction with passengers. YCIPTA bus operators are YCIPTA's transit ambassadors to the public.

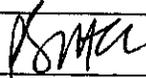
Dispatchers & Transit Operations Supervisors, more often than not, are the first YCIPTA staff members to make contact with a passenger requiring transit information. Providing high quality telephone based customer service to individuals inquiring about YCIPTA is critical to ensuring the patrons' transit trip is a success.

YCIPTA Management Staff (Contracted Operations Manager, Maintenance Manager and Safety & Training Manager) are integral in ensuring customer service is practiced and adhered to by bus operators, mechanics, utility workers and dispatches on a daily basis.

I hereby certify by my signature below that I have read and understand this declaration regarding Customer Service.

NAME OF PROPOSER: National Express Transit Services Corporation

AUTHORIZED REPRESENTATIVE SIGNATURE



AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer

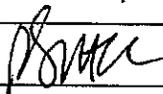
DATE: January 27, 2014

**Form 11  
Union**

YCIPTA bus operators, mechanics and utility workers belong to Amalgamated Transit Union Local 1433 ("Union"). CONTRACTOR is responsible for coordinating with the Union regarding collective bargaining negotiation and ensuring YCIPTA's compliance with FTA Section 5333(b) regarding Standard Transit Employee Protective Arrangements.

I hereby certify by my signature below that I have read and understand this declaration regarding Union.

In addition, I certify by my signature that I attest pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Bus Operators Union during the following Request For Proposals activities:

NAME OF PROPOSER: National Express Transit Services Corporation  
AUTHORIZED REPRESENTATIVE SIGNATURE   
AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer  
DATE: January 27, 2014

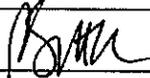
**Form 12**  
**Federal Transit Administration**  
**Third Party Contracting Guidance**  
**Request for Proposals**

YCIPTA receives operating and capital funding through the Federal Transit Administration (FTA). As YCIPTA receives FTA funding, YCIPTA will utilize YCIPTA's Procurement Policy which incorporates Federal Transit Administration's Third Party Contracting Guidance, FTA Circular 4220.1.F., as the basis for YCIPTA transit service contract procurement.

I hereby certify by my signature below that I have read and understand this declaration regarding Federal Transit Administration Third Party Contracting Guidance:

- YCIPTA will utilize FTA's Third Party Contracting Requirements, FTA Circular 4220.1.F., Competitive Proposals (Request for Proposals) procurement guidance;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3. Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 1. When Appropriate, Subsection (1)(c). Price Alone Not Determinative, that ". . . *the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price:*", that YCIPTA is not bound to award YCIPTA transit service contract to the lowest bidder;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3 Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 2. Procurement Procedures, Subsection f. Best Value, that "*the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient*", that YCIPTA is not bound to award YCIPTA transit service contract to the lowest bidder.

NAME OF PROPOSER: National Express Transit Services Corporation

AUTHORIZED REPRESENTATIVE SIGNATURE 

AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer

DATE: January 27, 2014

**Form 13**  
**Recommendation of Award**

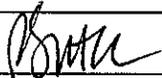
Upon completion of proposal analysis as outlined within YCIPTA's Procurement Policy, to determine which responsible firm submitted the most advantageous, "best value" proposal (defined by the Federal Transit Administration Third Party Contracting Requirements, Circular C 4220.1.F., as a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the "best value"), YCIPTA staff will notify in writing all vendors that submitted a qualified proposal of staff's recommendation of award to YCIPTA Board of Directors.

YCIPTA staff recommendation of award shall be clearly noted on the award notification letter as YCIPTA staff's recommendation.

YCIPTA staff recommendation of award will be provided to YCIPTA Board of Directors.

I hereby certify by my signature below that I have read and understand this declaration regarding Recommendation of Award.

NAME OF PROPOSER: National Express Transit Services Corporation

AUTHORIZED REPRESENTATIVE SIGNATURE 

AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer

DATE: January 27, 2014

**Form 14  
Protest Procedures**

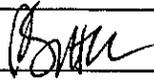
YCIPTA's Bid Protest Procedures outlines the protest procedures in the event a proposer wishes to submit a protest.

The bid protest procedure exists to investigate and resolve proposers' questions regarding the Request for Proposal process.

Proposers who wish to protest shall follow the prescribed protest procedures as outlined within YCIPTA Bid Protest Procedures.

I hereby certify by my signature below that I have read and understand this declaration regarding Protest Procedures and that a protest shall be conducted through the procedures as outlined within the Request for Proposals document.

NAME OF PROPOSER: National Express Transit Services Corporation

AUTHORIZED REPRESENTATIVE SIGNATURE 

AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer

DATE: January 27, 2014

**Form 15  
YCIPTA Transit Funding**

YCIPTA transit system, YCAT, is funded through two primary sources 1) Local from member agencies and Miscellaneous activities funds and 2) Federal Transit Administration. Continuation of this Agreement is subject to annual appropriations from YCIPTA member agencies and the Federal Transit Administration as funding fluctuates from year to year.

I hereby certify by my signature below that I have read and understand this declaration regarding YCIPTA Transit Funding.

NAME OF PROPOSER: National Express Transit Services Corporation

AUTHORIZED REPRESENTATIVE SIGNATURE 

AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer

DATE: January 27, 2014

**Form 16**  
**Affordable Care Act Compliance**  
**Request for Proposals**

On March 23, 2010, President Obama signed the Affordable Care Act into law, putting in place comprehensive reforms that improve access to affordable health coverage for everyone and protect consumers from abusive insurance company practices. On June 28, 2012 the Supreme Court rendered a final decision to uphold the health care law.

If your business has 50 or more employees, you are considered a "large business" under the health care law. Several important parts of the law apply to you.

- Most large employers can't use the SHOP Marketplace
- If you have more than 50 full-time equivalent (FTE) employees, you generally won't be able to use the SHOP Marketplace to offer health insurance to them.
- Starting in 2016, all SHOPS will be open to employers with up to 100 FTEs.
- The Employer Shared Responsibility Payment is a new requirement under the health care law that will apply to some larger employers in 2015. You may have to make this payment if you have 50 or more full-time equivalent employees (A full-time employee is one who is employed an average of at least 30 hours per week.) and: At least 1 of your full-time employees gets lower costs on their monthly premiums through the Marketplace.
- Employer Notice to Employees of the New Health Insurance Marketplace
- Employer Shared Responsibility Provisions
- Health Insurance Coverage Reporting Requirements
- Summary of Benefits and Coverage (SBCs) Disclosure Rules
- Medical Loss Ratio Rebates
- W-2 Reporting of Aggregate Health Care Costs
- Limits on Flexible Spending Account Contributions
- Additional Medicare Withholding on Wages
- New Medicare Assessment on Net Investment Income
- 90-Day Maximum Waiting Period
- Transitional Reinsurance Program Fees
- Workplace Wellness Programs Should be Implemented

As a proposer, It is important that any proposer operating YCIPTA transit services are in compliance with the Affordable Care Act and the costs are taken into consideration when proposing health benefits for full time employees working 30 hours or more.

**Additional details on the Affordable Care Act is available here:**

<http://www.hhs.gov/healthcare/rights/law/index.html>

<http://www.whitehouse.gov/healthreform/healthcare-overview>

<http://www.dol.gov/ebsa/healthreform/>

<http://www.irs.gov/uac/Affordable-Care-Act-Tax-Provisions>

<http://www.sba.gov/content/employers-with-50-or-more-employees>

I hereby certify by my signature below that I have read and understand this declaration regarding the Affordable Care Act.

NAME OF PROPOSER: National Express Transit Services Corporation

AUTHORIZED REPRESENTATIVE SIGNATURE

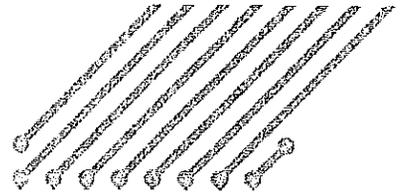


AUTHORIZED REPRESENTATIVE TITLE: Peter J. Settle, Chief Executive Officer

DATE: January 27, 2014

## **Appendix D**

Best and Final Offer, Budget Detail and Staffing Pages



March 21, 2014

Mr. John Andoh  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85365

**Re: Best and Final Offer for Transit Operations and Maintenance**

Dear Mr. Andoh:

On behalf of the entire National Express Transit Services Corporation Team (National Express), we want to thank you for this opportunity to present our Best and Final Offer to the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) for the operation and maintenance of transit services. We are pleased to present responses to all of your requests. On the attached pages, we have provided the following:

- Direct responses to all of your requested items.
- Revised price pages, including all requested elements.

Our designated contact person for this opportunity is Mr. Peter J. Settle, Chief Executive Officer. Please find his contact information below:

Mr. Peter J. Settle, Chief Executive Officer  
8041 Hosbrook Road, Suite 330  
Cincinnati, OH 45236  
Telephone: (513) 587-2867  
Fax: (513) 458-2341  
Email: [pete.settle@nationalexpresscorp.com](mailto:pete.settle@nationalexpresscorp.com)

You may also contact us through our Business Development Director, Mr. Reno Navarette, by phone at (323) 314-8778 and by email at [reno.navarette@nationalexpresscorp.com](mailto:reno.navarette@nationalexpresscorp.com). We look forward to your review of our response and to hearing from you soon as you evaluate your alternatives. I want to personally assure you and your Board that National Express has the resources available to fully support the accelerated start-up of this service. Should you have any questions, please contact us at your convenience.

- 1. Due to current challenges with the present Transit Operations and Maintenance Contractor, YCIPTA would like the proposed Contractor to begin service as early as May 1, 2014. A draft Agreement will be provided to the recommended Contractor by Tuesday, March 25, 2014 for a basis to negotiate and finalize from.**

National Express understands YCIPTA's challenges with the current contractor and is fully prepared to commence service as early as May 1, 2014, provided that a formal notice to proceed is issued on or prior to April 1, 2014.

National Express Transit Services Corporation  
8041 Hosbrook Road, Suite 330, Cincinnati, OH 45236  
(513) 322-6200

- 2. A transition maintenance audit will occur in April. YCIPTA is negotiating with the current Contractor regarding having the proposed Contractor make the repairs necessary that have been identified from the audit. Please provide a cost to YCIPTA for your firm to make these repairs and your approach towards making these repairs without affecting the preventative maintenance of the remainder of the fleet.**

With YCIPTA permission, National Express would like to have a maintenance representative attend the above-referenced maintenance audit as an observer. This will allow National Express the best opportunity to become familiar with the fleet and the challenges that are ahead. Based on the documented inspection results we would suggest working with the inspector and YCIPTA to categorize the defects into the following four categories:

- **Category 1.** Those simple repairs that will not require parts and would be normally corrected within two maintenance cycles and within no more than 90 days. There will be no additional cost associated with these repairs.
- **Category 2.** Repairs requiring parts that can be corrected in-house with some overtime and that will not disrupt the normal maintenance cycle. These repairs will be passed through to YCIPTA at the cost of the parts plus a 10% mark-up, and \$68 per labor hour spent. Special care will be necessary to balance the scheduling of this type of repair to not impact normal operations and to not overtax the maintenance staff with extra work.
- **Category 3.** Repairs of a larger or specialized nature that would impact shop operations based on long down times or heavy staff demands that would impact normal preventive maintenance cycles. Repairs in this category would be referred to third-party vendors and the costs passed through to YCIPTA. These repairs would include items such as engines, transmissions, rear-ends, and the like, with costs being pre-approved by YCIPTA prior to initiating the repair.
- **Category 4.** Body damage documented in the maintenance audit. Damage will be prioritized and vehicles rotated to outside body repair locations at a rate that does not disrupt service. These costs will be passed through to YCIPTA.

- 3. Please advise if you intend to purchase the current parts inventory and any Contractor owned equipment from the current Contractor. A list of their equipment is provided.**

National Express has reviewed the equipment list and would welcome the opportunity to work with the current contractor to obtain the equipment at a price reflective of the current condition and value. Similarly regarding the parts inventory, National Express is willing to purchase quality, useful inventory specific to the YCPITA fleet with appropriate documentation as to value.

- 4. YCIPTA is participating in a one call, one click mobility management center called SARA Rides with the Saguaro Foundation. As a result, the demand responsive hours will be operated by them. The Contractor will still be responsible for the maintenance (possibly cleaning) of the two cutaway buses and one minivan that they will be using. Please remove any costs associated with the provision of demand responsive service at this time. YCIPTA may reserve the right to incorporate demand responsive service to this Agreement in the future.**

Costs associated with the provision of demand responsive service have been removed as depicted on our attached revised pricing sheets.

- 5. YCIPTA has assumed the customer service function. As a result, the Contractor will only be responsible for dispatching the fixed route transit system. Please remove any costs associated with providing customer service and Greyhound customer service functions at this time. YCIPTA may reserve the right to incorporate customer service functions into this Agreement in the future.**

Costs associated with the provision of customer service and Greyhound customer service functions have been removed as depicted on our attached revised pricing sheets.

- 6. YCIPTA is looking to outsource interior/exterior bus cleaning and facility cleaning to a third party. Please explain all costs associated with bus and facility cleaning as a basis for separation from this Agreement if necessary, this includes supplies, personnel and benefits costs. YCIPTA will also be responsible for providing pest control services. Proposed Contractor would still be responsible for fueling buses however. YCIPTA may reserve the right to incorporate bus and facility cleaning to this Agreement in the future.**

Costs associated with bus and facility cleaning have been identified below. National Express understands that YCIPTA will be responsible for pest control services and supplies and that the Contractor is responsible for fueling of the buses. National Express is open to negotiation on these items.

- Labor: \$59,431
- Materials & Supplies: \$9,000

- 7. YCIPTA operates its transit system in the manner where the Contractor is an "agent" of YCIPTA, which allows for YCIPTA to be active into the day to day management of the transit system, when necessary. This requires the Operations Manager and Maintenance Manager to be an integral part of YCIPTA daily operations with communication and reports regarding system operations often. Please explain how your firm would foster a good working relationship with YCIPTA in regard to this question.**

National Express believes in becoming partners with each agency it serves. We understand you are the agency and we are the contractor, but we must work together to ensure good operations of the system. Our Operations Manager, and Maintenance Manager will meet daily with YCIPTA to ensure we are on the same page and we all agree with the strategy of providing a quality product to the customers we serve.

During the start-up of the operation the Mobilization Manager will be an integral part of ensuring that our local team is cooperating with the agency in achieving its goals. Daily meetings during this time with YCIPTA and National Express will be the time we will foster that relationship as partners.

The other key factors after operations begin will be a direct line of communication with local staff, YCIPTA and the VP Operations for National Express. We want to meet or exceed our customer's expectations. Our quality assurance "grade card" system, which was included in our proposal, is monitored monthly to ensure good communications remain open with both YCIPTA and National Express.

8. **All potential Contractors must have an understanding on the Critical Definitions. This will be a fixed and variable Agreement. Assume a total of 36,000 revenue vehicle service hours for fixed route and possibly 2,208 demand responsive service hours in the future. YCIPTA reserves the right to increase/decrease 10% without renegotiating the Agreement. The Agreement is purely based on revenue vehicle service hours. Positions in fixed costs shall not operate revenue vehicles in excess of 20% of the position's scheduled work week (8 hours a week).**
  - a. **Fixed Route: For the fixed-route service, a "Revenue Hour" begins at the first scheduled stop and ends at the last scheduled stop of the service day minus layover time (time at the end of each line) and other activities when the bus is not moving in excess of 15 minutes.**
  - b. **Demand Responsive Service: Service shall be operated in an origin to destination type of service. This means that passengers shall be picked up or dropped off at their location at the curb or door based on the disability of the passenger in accordance with the Americans with Disabilities Act (ADA). The Contactor will be paid on a per hour basis, as specified in SECTION 5 COMPENSATION, for "Revenue Hours" operated pursuant to this Agreement. For compensation purposes, Revenue Hours are calculated from the time the first passenger is picked up to the time of the last passenger is dropped off. Bus operator breaks, lunch periods, and idle vehicle time when the bus operator is off the vehicle more than 30 minutes shall be subtracted from the revenue hours.**

National Express understands these critical definitions and has structured its proposal and revised pricing accordingly. National Express also understands that YCIPTA seeks to exclude demand-responsive service from the scope of services and we have removed the costs associated with such service as reflected in our attached revised pricing.

9. **Please ensure that you show your profit and overhead amounts and fully explain your budget expenses in the column shown at the right end of the budget pages, including all generic, other and miscellaneous expense categories. Please fully explain in detail in particular, cellular phone costs, office equipment, maintenance equipment, licenses, all miscellaneous and other costs. In particular, please explain quantity and annual cost for each line item.**

National Express has complied with these requests on the attached revised pricing sheets.

10. **Please explain how your proposed Operations Manager meets the term of the Agreement that states: The Operations Manager shall have a minimum of six (6) years of increasingly responsible management experience in transit agencies that employ twenty (20) or more full time equivalent bus operators in a union environment.**

National Express confirms that our proposed Operations Manager candidate (referred to as Proposed Project Manager) exceeds these minimum requirements. A detailed resume for our Operations Manager is included in Appendix A of our Proposal.

- 11. Please explain how your proposed Maintenance Manager meets the term of the Agreement that states: The performance of CONTRACTOR's maintenance duties and responsibilities. The Maintenance Manager shall have a minimum of six (6) years' experience as a Maintenance Manager managing the maintenance functions of a diesel and Compressed Natural Gas (CNG) bus shop similar in size and complexity to the services herein described. The Maintenance Manager shall also have a minimum of five years journeyman level experience with large gasoline, diesel and CNG bus engines, air conditioning systems, and wheelchair lifts. This experience shall include work on full sized (i.e., 35 foot or larger transit coaches). The Maintenance Manager shall have experience supervising the work of other Maintenance personnel and shall be a working mechanic in addition to their managerial duties. YCIPTA will only accept persons who have at least six years experience as a "Maintenance Manager" and have at least five years experience as a journeyman, due to previous concerns with past maintenance management practices.**

National Express' candidate for the Maintenance Manager position was a journeyman technician from 2006 to 2012 and is currently managing a fleet of more than 123 transit vehicles, similar in make up to the YCAT fleet, in Southern California (and has managed this fleet since 2012). We have thoroughly interviewed him and are confident that the YCIPTA evaluation team will be quite impressed with him if selected for an interview, though his personal maintenance management experience falls a few years short of the six-year requirement above. To supplement his expertise, our Maintenance Manager will benefit from the close mentorship of our Vice President of Maintenance, Mr. Gregg Harrington, who greatly exceeds the requisite experience listed above. Mr. Harrington is based in Phoenix and will be especially responsive to the Yuma-based team and to YCIPTA as needed, especially during the start-up and turnover of the YCAT fleet. Mr. Harrington, who has conducted some initial assessments of the YCAT fleet in preparing our proposal, will be available for interview along with our local team members.

If YCIPTA should desire a candidate other than our proposed Maintenance Manager, following an interview with YCIPTA, National Express can present additional candidates for YCIPTA's consideration.

- 12. Please explain how your proposed Operations Supervisor meets the term of the Agreement that states: The Operations Supervisor shall have a minimum of three (3) years of operations, safety and training management experience in a union environment.**

National Express confirms that our Operations Supervisor will meet or exceed these minimum requirements. Because of the changes in this position's title and description (see Questions 18 and 19 below), National Express is removing our proposed Safety & Training Manager from our Proposal. National Express requests the opportunity to discuss some creative solutions to Operations and Road Supervision during an interview if we should be invited to do so.

- 13. There will be liquidated damages and performance incentives in the Agreement and that will be negotiated with the successful Contractor.**

National Express understands that liquidated damages and performance incentives will be negotiated and included in the agreement with the successful contractor.

- 14. Wages and benefits should only confirm to the most recent Collective Bargaining Agreement (CBA) only for the unionized labor (Bus Operators, Mechanics and Utility Workers). The Pro-Med benefit plan is based in Mexicali, Mexico. Additional details are here: <http://www.co.imperial.ca.us/human-resources/HrNew/Benefits/PinnacleManagement/PROMEDFlyer11232010.pdf>. All other non-unionized, hourly positions should receive an increase equivalent to the consumer price index for Yuma area from what they are making today to take effect in Year 2 of the Agreement. YCIPTA requests status quo on wages as increases were already provided by the current Contractor on July 1, 2013. Please revise your wage scale to reference the description above. Please provide fully describe and provide additional documentation on your benefits plan, including holiday pay, personal day, vacation, sick leave, retirement/401K, and other pertinent benefit information for union and non-union employees as well as what the cost to the employee and employer would be.**

The wages contained within our attached revised pricing are consistent with the information provided by YCIPTA and with wage increases required to maintain a satisfied workforce. National Express' United Healthcare (UHC) benefits plan is described in detail in response to Question 21 in our proposal. It is our understanding that our plan conforms to the current CBA. The costs for the UHC plan are included in our BAFO pricing and all eligible employees will be able to enroll in the plan.

- 15. Please provide a salary table for each position and what the wage schedule will be for year 1 through year 10 of the Agreement for all hourly positions.**

Please see the wage and salary table contained in the attached revised Exhibit D.

- 16. Please advise if you plan to negotiate with the ATU Local 1433 or if you are going to honor the Transportation Concepts negotiated CBA. There is no requirement or obligation from YCIPTA for the proposed Contractor to accept the current CBA as that does not bind any proposed Contractor.**

National Express fully intends to honor wages and benefits as described in the current CBA and have priced our revised proposal accordingly. National Express, if selected by YCIPTA, plans to negotiate an agreement with ATU Local 1433.

17. Please advise if DriveCam will be provided in this Agreement. If so, what is the cost and what line item in the budget is the cost in? If not, what would be the cost to YCIPTA to add? Is there a reduction in insurance costs for having DriveCam? DriveCam should be an option to YCIPTA, not a mandatory item, if there are costs built into YCIPTA's budget. YCIPTA would like a statement that the costs of such installation and its maintenance is not included in the fixed or variable costs should the Contractor choose to install this equipment. Should a proposed Contractor choose to install this equipment, YCIPTA would require that DriveCam is installed in 30 of the 35 vehicles.

National Express has not included the costs for installation and implementation of DriveCam or any equivalent system.

18. The Safety and Training Manager position should now become an Operations Supervisor position as explained below:

**Operations Supervisor:** CONTRACTOR shall designate an Operations Supervisor who shall assist the Operations Manager in the oversight of day to day transit operations, safety and training of Service operations under this Agreement. YCIPTA reserves the right, in its sole discretion, to reject any individual proposed. The Operations Supervisor's job responsibilities shall include: (1) assist in the oversight of all operations personnel; (2) facilitating training for all operational related personnel; (3) ensuring safety is being followed for all CONTRACTOR personnel; (4) the ability to train employees as a Transportation Safety Institute (TSI) trainer, Passenger Service and Safety (PASS) trainer and a third party tester with Arizona Motor Vehicle Division (MVD) locally in Yuma; and (5) facilitate the training of potential bus operators through a class developed in conjunction with Arizona Western College (AWC), acting as the instructor of this class. The Operations Supervisor shall have a minimum of three (3) years of operations, safety and training management experience in a union environment.

Please revise your costs to reflect this position.

National Express understands this modification to staffing and has reflected it in our attached revised pricing sheets. National Express requests the opportunity to discuss some creative solutions to Operations and Road Supervision during an interview if we should be invited to do so.

19. Please confirm your staffing levels and define what other positions may be that are not defined in the price proposals.
- a. Operations Manager salary should be between \$65,000 and \$77,000, plus benefits. If proposed Contractor is requesting a higher amount, please justify why.

National Express is maintaining the proposed Operations Manager and is willing to reduce the annual salary as presented in our proposal to \$78,000 plus benefits. We are justifying this approach for several reasons: (1) we are confident that our Operations Manager candidate commands such a salary based on his years of successful experience in transit management; (2) we firmly believe that it will require the skillset of such an experienced manager to accomplish YCIPTA's mission for a truly successful partnership with its contractor; (3) the accelerated nature

of the new timeline allows little time to recruit a suitable candidate at a lower salary; and (4) we have already extended a conditional offer of employment to our candidate should we be selected by the YCIPTA.

- b. Maintenance Manager salary should be between \$40,000 and \$55,000, plus benefits. If proposed Contractor is requesting a higher amount, please justify why.**

National Express is maintaining the proposed Maintenance Manager and salary as presented in our proposal (annual salary of \$75,000 plus benefits). We are justifying this approach for several reasons: (1) we are confident that our Maintenance Manager candidate commands such a salary based on his years of successful experience in transit maintenance; (2) we firmly believe that it will require the skillset of such an experienced manager to accomplish YCIPTA's mission for a truly successful partnership with its contractor; (3) the accelerated nature of the new timeline allows little time to recruit a suitable candidate at a lower salary; and (4) we have already extended a conditional offer of employment to our candidate should we be selected by the YCIPTA.

- c. Operations Supervisor should be a salary position with supervisory abilities with a salary range between \$29,120 and \$30,000, plus benefits or an hourly position between the range of \$14.00 and \$16.00 per hour, plus benefits. If proposed Contractor is requesting a higher amount, please justify why.**

National Express believes in providing a premier service to our customers. As stated above we also believe in establishing a partnership with YCIPTA. It is our belief that this position is a very critical one and with all of the requirements of this position that a fair rate of pay should be \$40,000 at a minimum or \$19.23 an hour plus benefits. This position is responsible for working with the union, safety and training, and assisting employees in the field when needed. It is our belief that to fix some of YCIPTA's existing concerns we need to provide a high-powered individual.

National Express is willing to consider an alternative that we believe will result in an annual savings of approximately \$9,000. This alternative would be to perform the road and operations supervision duties utilizing two full-time Road Supervisors, one at an hourly wage of \$13.52 and the second at an hourly wage of \$14.50, each with full benefits

- d. Please explain how road supervision would be conducted? Using Dispatchers, the Operations Supervisor, the Operations Manager or a dedicated Road Supervisor? Road supervision is a critical component towards contract compliance and addressing the quality of service on the street.**

National Express plans to accomplish road supervision using two dedicated Road Supervisors.

- e. Please explain who will handle payroll and parts ordering, recognizing that today, there is no Administrative Assistant and that there is a need to provide road supervision and dispatch coverage.**

The National Express Operations Manager will be responsible for payroll, with assistance from the dispatchers, and the Maintenance Manager will order parts. National Express has planned for road supervision and dispatch coverage that will be more than adequate. National Express agrees to remove the Administrative position from our proposal, which will result in an additional annual savings of approximately \$40,000.

**f. Explain support staff costs. Define position, cost and duties.**

Please see attached revised Exhibit D for descriptions and costs for each support staff position. Also, complete job descriptions for each of National Express' proposed positions are included in response to Question 19 in our proposal to YCIPTA, on pages 99 through 106.

**g. Please show a schedule for the administrative, dispatch staff and the maintenance staff. YCIPTA would like creativity coverage in scheduling including late shift/overnight maintenance and cleaning for instance. There should always be a dispatcher on duty (via radio or cell phone) when an YCAT bus is in operation. There has been historical concerns with buses being pulled out of service, while in service to perform maintenance.**

Proposed Administration, Dispatch and Maintenance schedules are depicted in the illustration on the following page.

National Express is committed to maintenance schedules based on several principles. Route operation must be fully supported during all hours of operation, maintenance staff must be scheduled to complete PM and Repair services without impacting operations, and that Operators must be supported during pull-out and shut-down. To address these principles and ensure staff is available we included an additional technician in our staffing plan. National Express is willing to review the technician staffing after the first full year of operations with the YCIPTA staff to ascertain if a reduction in maintenance staffing is mutually agreeable.

**h. Explain how behind the wheel training would be facilitated? Individual employees, bus operators or Operations Supervisor? How will behind the wheel trainers be compensated?**

The behind-the-wheel training will be facilitated by our Vice President of Safety with the support of our Operations Supervisor while in the start-up. National Express will use company-certified TSI training instructors to conduct the behind-the-wheel training in the start-up. We will also plan to recruit potential trainers for route training from the current bus operator group. Those trainers will be required to be certified in our training program. The recruited route trainers must successfully complete our train-the-trainer program and demonstrate proficiency as a behind-the-wheel instructor. They will be paid at the rate of an additional \$1 an hour more than their normal driving wages. The certified company instructors that we bring in for the start-up will be compensated at an hourly rate with a per diem for meals and all travel expenses paid.



- i. **Please explain how transit service would be covered in the event of missouts by regularly scheduled bus operators to ensure that there are no missed trips?**

In the event that regularly scheduled drivers call off National Express has a reserve of extraboard drivers scheduled during all days/hours of operations. The first extraboard driver will be scheduled in before the first driver is due to clock in. They are usually veteran drivers because these are bid by seniority and operators are trained on all routes and are prepared to walk out of the office and begin routes. We also have several buses pre tripped and ready to go in case of a mechanical malfunction at pull out. In addition, all frontline supervisors and a majority of staff and dispatchers are fully credentialed to drive if necessary to avoid missed trips. We also keep a list of operators who have signed up for extra work so that we always have a backup.

20. **YCIPTA intends to interview the three key management team members proposed by the Contractor as the foundation of a relationship is the management team being able to work with YCIPTA staff. Please provide acknowledgement to this request. The interviews will take place between Wednesday, March 19, 2014 and Friday, March 22, 2014.**

National Express acknowledges YCIPTA's request to conduct an interview with our proposed key management team members, and will make these proposed staff members available for interview on the dates listed above. National Express' preferred date for an interview is Wednesday, March 19.

21. **YCIPTA expects all current Contractor employees are treated as "new" prospective employees by the proposed Contractor and that all current Contractor employees must go through an interview process with YCIPTA staff present and participating, a background check/pre-employment check process and a selection process that YCIPTA would be actively involved in. As a result, Section 8.J. of the Agreement is deleted in its entirety. All positions should be opened to the general public and the proposed Contractor should work with Yuma Private Industry Council and Goodwill to assist in filling jobs as well as advertise online, in the local newspaper and hold hiring fairs. Please explain how you intend to facilitate this process?**

Once awarded the contract we will reach out to the Yuma Private Industry Council and Goodwill to coordinate our hiring and interview efforts. We will obtain a building location to conduct interviews and to work with the local media and local businesses to recruit potential employees. We would partner with the YCIPTA staff and ask them to either join in the interview process or help us approve the selections after the prospective candidates have met our qualifications. If YCIPTA allows us, we can use your facility to conduct the interviews and work together as a team in the hiring process.

To ensure we receive numerous applicants for the open positions, we will flyer the community, advertise in the local media, conduct a hiring fair and set-up a recruiting hotline number for applicants to call and obtain information. Our company will bring in several computer kiosk systems onsite to allow candidates to apply online in our computerized HR hiring system.

All candidates that meet our minimum hiring qualifications will receive interviews and if they meet requirements, background checks and MVR checks will be conducted. YCIPTA staff would be most

welcome to accompany us in the interviews. Any candidates who are former employees currently working for YCIPTA that pass the hiring process will receive a minimum of 16 hours of orientation training. All new operator candidates that are not currently bus operators must complete our 120 hour new-hire training program. After assessing our position needs and manpower status, we will start a bus operator training class within 10 days of initiating our hiring campaign process. National Express prides itself in always starting a new contract with 100% of the employees we need on-hand at the first day of service and with all employees completely trained and ready to go.

New employees will be trained on all National Express and YCIPTA operations and safety policies, as well as all company values. All employees will be continually assessed, beginning immediately upon hire, for compliance with our standards and policies.

- a. **Please provide detailed job descriptions as defined in the attachment for Bus Operator, Dispatcher, Utility Worker, Mechanic, Operations Supervisor, Operations Manager, Maintenance Manager and any other position that you propose.**

Complete job descriptions for each of National Express' proposed positions are included in response to Question 19 in our proposal to YCIPTA, on pages 99 through 106.

- b. **All employees hired must comply with YCIPTA's training requirements prior to the start of the Agreement and prior to being hired, regardless if they are working for the current Contractor or not. Please explain how your firm intends to facilitate this. YCIPTA will provide buses available for proposed Contractor's use, as well as, classroom space for the proposed Contractor to use.**

National Express plans to comply with YCIPTA's training requirements prior to the start of the agreement, even under the accelerated timelines described by YCIPTA. We plan to facilitate this training in accordance with the training program descriptions found in response to Questions 7 and 17 in our proposal.

- c. **Please provide a detailed explanation of your new employee hiring process, including necessary forms that they would fill out, employee handbook and confirmation that all employees will receive benefits effective with the start of this Agreement.**

National Express' new employee hiring process is described in our proposal in response to Question 7. A copy of our employee handbook was included with each copy of our proposal. All current contractor employees who are qualified, selected by National Express, and choose to continue their employment with National Express will receive benefits effective with the start of the Agreement.

- 22. Overall facility maintenance responsibility will be managed by Contractor, on behalf of YCIPTA. A sub lease agreement will be established within the YCIPTA agreement for use of the facility. YCIPTA, at its sole expense, shall be responsible for the repair and maintenance of structural (such as ceiling joists, framing, floor slab, load bearing components and similar items) portions of the Building, except to the extent any such repairs or maintenance are required as a result of the negligence or willful misconduct of Contractor, in which event such maintenance and repairs shall be performed by Contractor at its sole expense. YCIPTA, at its sole expense, shall be responsible for security, as well as maintenance, repair and replacement of all the exterior and non-structural elements of the Building and other improvements at the Facility, including the exterior walls, windows, roof, gutters, down spouts and the common areas, abutting sidewalks, driveways and asphalt and all general mechanical, plumbing, sprinkler, life safety, HVAC and electrical systems serving the Building. Contractor will be responsible for facilitating these repairs and establishing service contracts in accordance with YCIPTA's Facility Maintenance Plan. YCIPTA will be responsible for these costs directly. Please do not include any facility maintenance expenses in your proposal costs.**

National Express confirms that the attached revised pricing excludes facility maintenance expenses as described above.

- 23. YCIPTA will provide all office equipment necessary, such as computers, printers, postage, copier and fax. Contractor will need to provide copy paper, office supplies and coffee for the break room. Existing supplies may be available from the current Contractor to purchase.**

National Express understands that YCIPTA will provide all office equipment necessary, such as computers, printers, postage, copier and fax machine; and that National Express will be responsible for the costs of office supplies, daily DVI forms, other paper, and coffee. National Express is open to negotiating the costs associated with these items.

- 24. As part of bus stop maintenance, the proposed Contractor is responsible for providing tools and supplies necessary to support the cleaning, installing and removal of bus stops (minus the YCIPTA provided items). Proposer would also be responsible for cleaning bus shelters. YCIPTA will only fund purchase of poles, bus shelter metal parts, plexiglass, infoposts and associated hardware for installation and/or removal. Contractor is responsible for facilitating the repair to the damaged plexiglass on shelters and infoposts and mesh walls on shelters, painting, graffiti removal, power washing of bus stops, and cleaning all bus shelters as well as heavily used bus stops. Contractor is also responsible for emptying 33 trash cans at 30 bus shelters throughout Yuma County.**

National Express understands the responsibilities for bus stop and shelter maintenance and has included the costs associated in our attached revised pricing.

- 25. Please explain what your employee welfare programs are. YCIPTA values employee empowerment and happiness. There are significant employee morale issues that require specific attention.**

National Express treats all of our employees as internal customers, a philosophy that we espouse at every operating location. This approach has served us well in developing and maintaining high morale. In addition, several of our senior management team members live in the Phoenix area and can easily respond to address any issues that require special attention in Yuma.

National Express' employee welfare programs are described in our proposal to YCIPTA in response to Questions 16, 21, and 22.

- 26. Please explain what the license fees are for. The City of Yuma requires a business license for a small fee. The City of San Luis requires a \$0.00 business license fee. YCIPTA will license all vehicles. Contractor will be responsible for any environmental permits. Please budget for the exact dollar figure of necessary licenses needed for this operation.**

Any license fees included in our proposal are described on the attached revised pricing sheets.

- 27. Marketing activities using a bus and bus operator shall be provided free of charge to YCIPTA and is limited to 10 events per year for up to eight hours per day. Please acknowledge this requirement is understood.**

National Express acknowledges this requirement and is prepared to support the YCIPTA and YCAT marketing activities as described above for up to 80 hours annually. There are no additional charges for these services.

- 28. Contractor will be responsible for implementation of an employer testing program in Yuma in conjunction with ADOT MVD and development of a new class with Arizona Western College for training bus operators. This would require the Contractor to allow the use of buses for the classroom participants on Arizona Western College property. Please confirm that is acknowledged and is in the plans to implement these request requirements.**

National Express acknowledges this requirement and is prepared to comply fully. We will work with ADOT MVD and set up an employer testing program. We have this testing in place in several states and are familiar with Arizona's process to obtain testing approval.

The National Express team applauds YCIPTA for its efforts with Arizona Western College to develop a bus operator training curriculum. National Express' Vice President of Safety will work in close conjunction with Arizona Western College, our site Operations Supervisor and YCIPTA to complete this process and carry this forward. We will ensure that buses will be made available for training. This truly can be a great benefit for all parties.

- 29. Contractor will be responsible for providing NTD reports, preparing a Transit System Security Program Plan and Safety Plan, providing a DBE and EEO report. Please confirm that is acknowledged and is in the plans to implement these request requirements by September 30, 2014. The plans must be specific to YCIPTA's operation and not a boiler plate plan.**

National Express acknowledges these reporting and planning requirements and is prepared to have tailored reports and plans fully implemented prior to September 30, 2014.

- 30. Please explain the insurance expenses and confirm that the insurance requirements match YCIPTA's minimum insurance coverages. ADOT has special insurance requirements for the three trolley vehicles and those costs should be factored into the budget.**

The insurance coverages included in National Express' proposal to YCIPTA satisfy the minimum required coverages, inclusive of the special insurance requirement for the three trolley vehicles. These costs are fully factored into the attached revised pricing.

- 31. Please advise if there would be a special event "marginal" revenue vehicle service hour rate for additional special event services that YCIPTA may add such as HolidayCAT and Visitor Bureau shuttles.**

Yes, National Express' rate for special event "marginal" service is \$55.19 per hour in the first year of the contract.

- 32. Confirm that the bilingual requirements of Section J will be followed. Any employee that is not bilingual should be provided with the Basic Spanish for Transit Employees Handbook. While YCIPTA wants all bilingual employees, as long as non bilingual personnel has the handbook, the hiring of non-bilingual personnel will be accepted.**

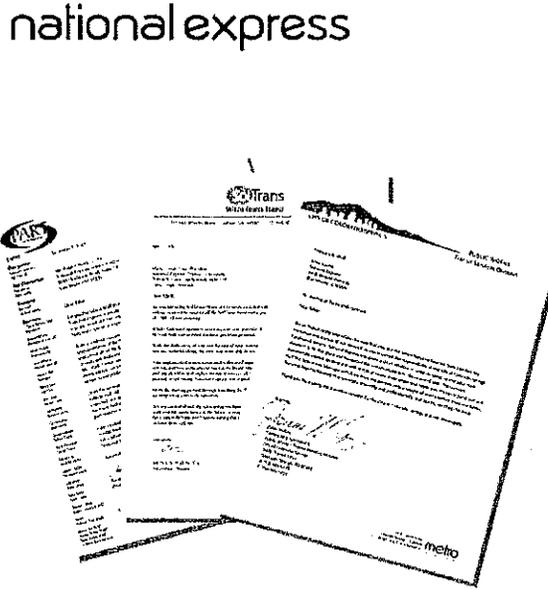
National Express confirms that our proposal satisfies the bilingual requirements of Section J and that non-Spanish speaking employees will have access to Basic Spanish for Transit Employee Handbooks.

- 33. YCIPTA has prepared a "blocking plan" that it expects the proposed Contractor to follow. As a result, the deadhead has significantly been reduced as explained below. This plan requires 9 to a maximum of 12 buses, depending on the day. In addition, a floater tripper bus is added to keep the transit system on time, when routes fall 30 minutes or later. Please review this plan and incorporate this blocking into your costs.**

The blocking presented in the letter requesting this Best and Final Offer has been incorporated into the attached revised pricing.

**34. Please provide a transition schedule that takes effect Thursday, May 1, 2014.**

Please see the attached revised Mobilization Plan reflecting a service start date of May 1, 2014. National Express has been particularly adept at accomplishing successful transition under short and accelerated timelines. In the past twelve months, we have had four very successful start-ups: one in Greensboro, North Carolina, one in Newark, Ohio, one in Colorado Springs, Colorado, and one in Vallejo, California. Each of these transitions shows the true strength of our Transition Team and corporate support and have been recognized for their success.



**Taking Transitions to the Next Level**

*"From the moment I received the National Express project proposal to the time I saw our vehicle pull out on December 1, 2012; your Corporate Support Team managed everything expected and unexpected to accomplish a smooth transition... A bar has been set high for your onsite personnel to perform at the level that has now been established by the transition team."*

*Scott Rhine, PART Executive Director*

*"With the dedication of you and the rest of your start-up team during this process and the obstacles that you encountered along the way, you were able to accomplish this task with no disruption in service. You implemented a new paratransit software-Trapeze, hired enough qualified employees to cover our service, and you were able to react at midnight June 30, 2013 when the strike occurred in San Francisco and put an additional eight vehicles in service all of which had to be implemented on July 1, 2013. I am pleased to say hiring National Express was a great decision."*

*Mana Babouta, SolTrans Executive Director*

*"National Express was given a short timeline in order to ramp up and your team stepped up to that plate and navigated the complications with the required skill. The contract successfully started on time and with minimal issues. Even when your team was thrown a curve ball and had the Operations Manager withdraw from the project, only a couple of weeks before implementation, National Express handled that adversity smoothly and professionally, and quickly rectified the issue."*

*Janni McCoy, City of Colorado Springs, Contract Specialist*

-We provided the complete letters of reference from PART, SolTrans, and the City of Colorado Springs, as well as two additional letters: a letter from Solutions for Transit regarding our SolTrans mobilization and another more recent letter from Mr. Rhine at PART providing a look back at our first full year of operations in North Carolina, as Appendix I in our Proposal.

**35. YCIPTA is look for any cost savings to ensure that prices are competitive for the delivery of up to 38,208 revenue vehicle service hours.**

National Express has incorporated any cost savings into our attached revised pricing which reflects competitive rates for the provision of up to 38,208 revenue vehicle service hours.

**36. Please fully explain and breakout your start up costs. YCIPTA is providing all of the office furniture, equipment, shop tools and equipment, so any of these costs should be removed from the start up cost budget.**

National Express' proposed start-up costs are broken out, as requested, below. National Express is open to negotiation with YCIPTA on start-up costs if selected for award.

National Express Transit Services Corporation  
8041 Hosbrook Road, Suite 330, Cincinnati, OH 45236  
(513) 322-6200

Labor	\$37,568
Travel and Relocation	\$43,600
Training Space and Equipment	\$8,950
Supplies (including Initial inventory)	\$73,200
Services	\$52,750
<b>Total</b>	<b>\$216,068</b>

**37. Please revise your Exhibits C (detailed budget) and D (staffing) to reflect the information listed above.**

Please see attached revised pricing sheets, inclusive of revised Exhibits C and D.

**38. Please explain your cash handling procedures and how fare revenue intends to be deposited at 1<sup>st</sup> Bank Yuma, three days a week (Monday, Wednesday and Friday)? Do you intend to use existing office staff or use an armor car service to deliver the revenue? If using an armor car service, please advise costs associated with such provision.**

National Express has included the costs for armored car service four times weekly for the deposit of cash fare revenues. These costs are depicted on our attached revised pricing sheets. National Express is willing to consider additional options to achieve costs savings for YCIPTA, including a reduction in the number of armored car service days, or removing these costs if YCIPTA takes on the responsibility directly for armored car service.

Additionally, we understand that YCIPTA will furnish all Operator and Maintenance uniforms and we are willing to adjust our pricing accordingly.

We have enjoyed speaking with you about the important service you provide and look forward to the possibility of assisting you with the operation of the YCAT service. If you should have any additional questions or requests for clarification, please feel free to contact Mr. Reno Navarette, our Director of Business Development, either by phone at (323) 314-8778 or by email at [reno.navarette@nationalexpresscorp.com](mailto:reno.navarette@nationalexpresscorp.com).

Sincerely,  
National Express Transit Services Corporation



Peter J. Settle  
Chief Executive Officer

Attachments: Revised Exhibits C and D; Revised Mobilization Plan



July 21, 2014

Mr. John Andoh  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85365

Dear Mr. Andoh:

Thank you for the opportunity to continue our discussions regarding operation of the YCAT service. Attached to this letter, you will find our revised mobilization plan, final approved Agreement and associated price proposal pages. The following assumptions were used to develop our final price proposal:

- The Technician pricing and benefits include two (2) Class A Technicians and one (1) Class B Technician.
- A 4th Technician will be a pass-through expense at his/her actual wage (\$28.90/hour), plus benefits based on an hourly rate for a minimum period of one year.
- The Operations Supervisor position has been eliminated and in its place we have added one (1) full-time Road Supervisor for a total of two (2) Road Supervisors, at a wage of \$14.50 per hour and \$13.52 per hour, respectively, for a savings of \$9,000 as defined in the BAFO document dated March 21, 2014.
- The Administrative Assistant position is removed, including salary and benefits.
- The Facility Maintenance costs are removed. YCIPTA will be responsible for all facility repairs.
- The Maintenance Equipment Depreciation costs are removed and will be a separate pass-through with an amount not to exceed \$25,000.
- YCIPTA will provide Dossier on Demand Maintenance Software, and our pricing reflects no costs for this software.
- National Express will purchase three (3) laptops as a pass-through expense to YCIPTA outside the Agreement. National Express will retain ownership at the end of the contract term.
- Internet costs have been removed per your request.
- Uniform costs were reduced: Our pricing will cover hats and name tags for drivers, frontline supervisors and weekly uniform service for all Maintenance personnel. Armored car costs have been removed. YCIPTA will pay directly for this service.
- Reduce the number of revenue fleet vehicles to 25 (fleet list attached), resulting in a cost savings of \$7,000.

We have enjoyed speaking with you about the important service you provide and look forward to the possibility of assisting you with these operations. If you should have any additional questions or requests for clarification, please feel free to contact Mr. Reno Navarette, our Director of Business Development, either by phone at (323) 314-8778 or by email at [reno.navarette@nationalexpresscorp.com](mailto:reno.navarette@nationalexpresscorp.com).

Sincerely,  
National Express Transit Corporation



Peter J. Settle  
Chief Executive Officer

EXHIBIT C - SUMMARY OF LINE ITEM OPERATING BUDGET

National Express Transit Services Corporation

CONTRACTOR:

Contract Year Contract Period Expense Format	Year 1 7/1/2014-6/30/2015		Year 2 7/1/2015-6/30/2016		Year 3 7/1/2016-6/30/2017		Option Year 1 7/1/2017-6/30/2018		Option Year 2 7/1/2018-6/30/2019		Option Year 3 7/1/2019 to 6/30/2020		Option Year 4 7/1/2020 to 6/30/2021		Option Year 5 7/1/2021 to 6/30/2022		Option Year 6 7/1/2022 to 6/30/2023		Option Year 7 7/1/2023 to 6/30/2024	
	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable
Fixed Monthly Charge	\$ 74,839	\$ 34,449	\$ 77,686	\$ 36,225	\$ 80,672	\$ 38,113	\$ 83,617	\$ 39,827	\$ 86,971	\$ 41,944	\$ 90,536	\$ 44,052	\$ 94,246	\$ 46,232	\$ 98,443	\$ 48,927	\$ 102,770	\$ 51,600	\$ 107,448	\$ 54,555
Variable Charge per Revenue Hour																				
Total Monthly Agreement Price	\$ 170,453.22		\$ 178,188.07		\$ 186,388.16		\$ 194,137.88		\$ 203,229.05		\$ 212,091.54		\$ 222,767.79		\$ 234,195.68		\$ 245,816.88		\$ 258,671.85	

Up to 38,208 Revenue Hours (36,000 Fixed Route and 2,208 Demand Response)

CONTRACTOR Signature

Date

Telephone



EXHIBIT D - FULL TIME STAFFING

National Express Transit Services Corporation

CONTRACTOR:

Contract Year Contract Period Job Class	Year 1 7/1/2014-6/30/2015		Year 2 7/1/2015-6/30/2016		Year 3 7/1/2016-6/30/2017		Option Year 1 7/1/2017-6/30/2018		Option Year 2 7/1/2018-6/30/2019		Option Year 3 7/1/2019 to 6/30/2020		Option Year 4 7/1/2020 to 6/30/2021		Option Year 5 7/1/2021 to 6/30/2022		Option Year 6 7/1/2022 to 6/30/2023		Option Year 7 7/1/2023 to 6/30/2024			
	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary	No. (FTE)	Wage/Salary
Bus Operators	19	\$ 12,12	21	\$ 12,54	21	\$ 12,98	21	\$ 13,44	21	\$ 13,91	21	\$ 14,39	21	\$ 14,90	21	\$ 15,42	21	\$ 15,96	21	\$ 16,52	21	\$ 17,10
Behind the Wheel Trainers	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Dispatcher	2	\$ 12,50	2	\$ 12,88	2	\$ 13,26	2	\$ 13,66	2	\$ 14,07	2	\$ 14,49	2	\$ 14,93	2	\$ 15,37	2	\$ 15,83	2	\$ 16,31	2	\$ 16,81
Road Supervisors	2	\$ 14,06	2	\$ 14,48	2	\$ 14,92	2	\$ 15,36	2	\$ 15,82	2	\$ 16,30	2	\$ 16,79	2	\$ 17,29	2	\$ 17,81	2	\$ 18,35	2	\$ 18,91
Project Manager	1	\$ 84,000	1	\$ 86,520	1	\$ 89,116	1	\$ 91,789	1	\$ 94,543	1	\$ 97,379	1	\$ 100,300	1	\$ 103,309	1	\$ 106,409	1	\$ 109,601	1	\$ 112,877
Operations/Safety Manager	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Money Clerk	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Administrative Assistant	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Utility/Bus Stop Worker	1	\$ 10,87	2	\$ 11,20	2	\$ 11,53	2	\$ 11,88	2	\$ 12,23	2	\$ 12,60	2	\$ 12,98	2	\$ 13,37	2	\$ 13,77	2	\$ 14,18	2	\$ 14,61
Maintenance Manager	1	\$ 75,000	1	\$ 77,250	1	\$ 79,568	1	\$ 81,955	1	\$ 84,414	1	\$ 86,946	1	\$ 89,554	1	\$ 92,241	1	\$ 95,008	1	\$ 97,859	1	\$ 100,797
Mechanic A	2	\$ 18,49	2	\$ 19,05	2	\$ 19,62	2	\$ 20,21	2	\$ 20,81	2	\$ 21,44	2	\$ 22,08	2	\$ 22,74	2	\$ 23,43	2	\$ 24,13	2	\$ 24,87
Mechanic B	1	\$ 17,43	1	\$ 17,95	1	\$ 18,49	1	\$ 19,05	1	\$ 19,62	1	\$ 20,21	1	\$ 20,81	1	\$ 21,44	1	\$ 22,08	1	\$ 22,74	1	\$ 23,43
Mechanic C	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Parts Clerk	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Customer Service Specialist	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Other Positions	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
OT Site Staff*	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Annual FTE's Required	32		32		32		32		32		32		32		32		32		32		32	

\* PLEASE JUSTIFY FULLY, IF ANY SUCH PERSONNEL

Definitions:

"Number of persons" means the number of full time equivalent positions needed to operate the proposed services. Full time equivalents equal 2,080 hours.  
 "Wage/Salary" should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers (FTE's) and the average hourly wage rate used to  
 \*The responsibilities and function of any CONTRACTORS set size personnel must be outlined in your proposal. Please ATTACH A NARRATIVE DESCRIPTION OF THE

CONTRACTOR Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

EXHIBIT D - PART TIME STAFFING

National Express Transit Services Corporation

CONTRACTOR:

Contract Year Contract Period Job Class:	Year 1 7/1/2014-6/30/2015		Year 2 7/1/2015-6/30/2016		Year 3 7/1/2016-6/30/2017		Option Year 1 7/1/2017-6/30/2018		Option Year 2 7/1/2018-6/30/2019		Option Year 3 7/1/2019-6/30/2020		Option Year 4 7/1/2020-6/30/2021		Option Year 5 7/1/2021-6/30/2022		Option Year 6 7/1/2022-6/30/2023		Option Year 7 7/1/2023-6/30/2024			
	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary	No (FTE)	Wage/Salary
Bus Operators	3	\$ 11,333	3	\$ 11,775	3	\$ 12,114	3	\$ 12,556	3	\$ 13,000	3	\$ 13,446	3	\$ 13,893	4	\$ 14,411	4	\$ 14,928	4	\$ 15,444	4	\$ 15,961
Behind the Wheel Trainers	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Dispatcher	1	\$ 12,500	1	\$ 12,888	1	\$ 13,276	1	\$ 13,664	1	\$ 14,052	1	\$ 14,440	1	\$ 14,828	1	\$ 15,216	1	\$ 15,604	1	\$ 15,992	1	\$ 16,380
Operations Supervisor	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Manager	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Operations/Safety Manager	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Money Clerk	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Administrative Assistant	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Light/Bus Stop Worker	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Maintenance Manager	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mechanic A	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mechanic B	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mechanic C	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Parts Clerk	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Customer Service Specialist	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Other Positions	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Off Site Staff*	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Annual FTE's Required	4		4		4		4		4		4		4		5		5		5		5	

\* PLEASE JUSTIFY FULLY, IF ANY SUCH PERSONNEL

Definitions:

"Number of persons" means the number of part time equivalent positions needed to operate the proposed services. Part time equivalents equal 1,040 hours.  
 "Wage/Salary" should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers (PTE's) and the average hourly wage rate used to  
 \*The responsibilities and function of any CONTRACTORS off site personnel must be outlined in your proposal. Please ATTACH A NARRATIVE DESCRIPTION OF THE

CONTRACTOR Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
1	Existing Employees	Sat 8/2/14	Mon 9/1/14								
2	1.1 Existing Employees Hiring Open House/QA Session	Mon 8/4/14	Tue 8/5/14								
3	1.2 Following Open House	Wed 8/6/14	Sun 8/31/14								
4	1.3 Application Process	Mon 8/4/14	Fri 8/8/14								
5	1.4 Orientation Meetings/Drug Testing/Employee Handbook	Sat 8/9/14	Thu 8/14/14								
6	1.5 Set-up Meeting with Union Representatives if required	Wed 8/13/14	Sun 8/17/14								
7	1.6 Set-up DMV Pool Notice Program	Wed 8/6/14	Fri 8/8/14								
8	1.7 Set-up Local Clinic	Mon 7/28/14	Fri 8/1/14								
9	1.8 Physicals & Drug Screens	Thu 8/7/14	Tue 8/12/14								
10	1.9 Transfer of Training Records	Mon 8/18/14	Fri 8/22/14								
11	1.10 Ensure Current Employee Benefits Transition Correctly	Mon 8/11/14	Fri 8/15/14								
12	1.11 Create Run Bid	Mon 8/4/14	Fri 8/8/14								
13	1.12 Post Bid Shift Bid	Sat 8/9/14	Mon 8/11/14								
14	1.13 Post Vacation Bid	Sat 8/9/14	Mon 8/11/14								
15	1.14 Classroom Training	Mon 8/11/14	Fri 8/22/14								
16	1.15 Complete Training Files	Sat 8/23/14	Tue 8/26/14								
17	1.16 Set-up Driver Credential Files	Mon 8/11/14	Mon 9/1/14								
18	1.17 Distribute Uniforms, Name Tags and Hats	Sat 8/23/14	Sun 8/24/14								
19	1.18 Drive Test for Incumbents	Mon 8/11/14	Fri 8/15/14								
20	Contract	Tue 7/15/14	Mon 8/25/14								

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

Project: Mobilization Plan for YCIPTA/National Express  
Date: Mon 7/21/14

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 21	Wed Jul 3	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
21	2.1 YCIPTA to Provide Contract	Mon 7/14/14	Mon 7/14/14								
22	2.2 Send Contract to Home Office for Review	Mon 7/14/14	Wed 7/16/14								
23	2.3 Review and Sign Final Contract	Mon 7/21/14	Tue 7/22/14								
24	2.4 Obtain Final Signed Contract From YCIPTA	Wed 7/23/14	Fri 7/25/14								
25	2.5 Provide and Obtain Insurance Certificates	Tue 8/12/14	Sat 8/16/14								
26	2.6 Obtain Business License (Yuma & San Luis)	Mon 8/11/14	Fri 8/15/14								
27	2.7 Obtain Chamber of Commerce Licenses	Mon 8/18/14	Fri 8/22/14								
28	3 Transition Meetings	Mon 7/28/14	Sun 8/31/14								
29	3.1 Establish transition meetings with YCIPTA Staff	Wed 7/30/14	Wed 7/30/14								
30	3.2 Meet with YCIPTA Officials as required	Mon 7/28/14	Thu 7/31/14								
31	3.3 Review Fueling Protocol	Tue 8/12/14	Fri 8/15/14								
32	3.4 Talk with YCIPTA about current concerns (ongoing)	Mon 8/4/14	Fri 8/8/14								
33	3.5 Develop YCIPTA Contact Protocol	Mon 8/11/14	Mon 8/18/14								
34	3.6 Review current YCIPTA Complaint protocol	Fri 7/18/14	Fri 7/18/14								
35	3.7 Review Lost and Found Policy	Mon 8/18/14	Fri 8/22/14								
36	3.8 Discuss Community Engagement and Partnership Plan	Wed 8/13/14	Tue 8/19/14								
37	3.9 Meet with Local Businesses (Chamber Mixer on Wednesdays)	Mon 8/18/14	Fri 8/22/14								
38	3.10 Obtain YCIPTA Media Relations policy	Wed 8/6/14	Fri 8/8/14								
39	3.11 Internal Meeting with Staff	Fri 8/1/14	Sun 8/31/14								
40	4 Facilities	Tue 7/15/14	Sun 8/31/14								

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

Project: Mobilization Plan for YCIPTA/National Express  
Date: Mon 7/21/14

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
41	4.1 Secure Temporary work space	Wed 7/23/14	Mon 7/28/14								
42	4.2 Work with YCIPTA to Facilitate Move to YCIPTA Facility	Mon 7/28/14	Wed 7/30/14								
43	4.3 Conduct a walk-through and acceptance with YCIPTA	Wed 8/6/14	Thu 8/7/14								
44	4.4 Work with YCIPTA to resolve open/existing Facility repair items	Mon 8/11/14	Sun 8/17/14								
45	4.5 Inspect YCIPTA owned Equipment and Tools	Tue 7/15/14	Fri 7/18/14								
46	4.6 Review Facility Security Plan	Sat 8/9/14	Sat 8/9/14								
47	4.7 Talk with all Current Vendors	Mon 8/4/14	Thu 8/7/14								
48	4.8 Establish/Review Fueling Plan	Mon 8/11/14	Thu 8/14/14								
49	4.9 Prepare CER's for Capital Expenses	Sat 8/2/14	Mon 8/4/14								
50	4.10 Review/Create Facility Key Control Log	Sun 8/3/14	Sat 8/9/14								
51	4.11. Set up MSDS Books	Sun 8/10/14	Fri 8/22/14								
52	4.12 Vending Machines Ordered (if needed)	Fri 8/8/14	Tue 8/19/14								
53	4.13 Purchase Digital Camera	Tue 8/5/14	Fri 8/8/14								
54	4.14 Post Emergency Evacuation Charts	Sat 8/30/14	Sun 8/31/14								
55	4.15 Install Safety Board	Sat 8/30/14	Sun 8/31/14								
56	4.16 Post Monthly Safety Meeting Schedule	Sat 8/30/14	Sun 8/31/14								
57	4.17 Post National Express Serious Incident Procedures	Sat 8/30/14	Sun 8/31/14								
58	4.18 Post Employee Legal Posters	Sat 8/30/14	Sun 8/31/14								
59	4.19 Get ID for Waste Tires	Wed 8/13/14	Mon 8/18/14								
60	<b>5 Fleet/Maintenance</b>	<b>Fri 8/1/14</b>	<b>Mon 9/1/14</b>								

Project: Mobilization Plan for YCIPTA/National Express  
Date: Mon 7/21/14

Task: External Milestone

Split: Inactive Task

Milestone: Inactive Milestone

Summary: Inactive Summary

Project Summary: Manual Task

External Tasks: Duration-only

Manual Summary Rollup: Manual Summary

Start-only: Start-only

Finish-only: Finish-only

Deadline: Deadline

Progress: Progress

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
61	5.1 Finalize Vehicle Transition Schedule	Mon 8/4/14	Thu 8/7/14								
62	5.2 Vehicle Inspection	Sat 7/26/14	Sun 7/27/14								
63	5.3 Completion of Vehicle Inspections	Sat 8/23/14	Sun 8/24/14								
64	5.4 Transition of Vehicle Repair Files	Mon 8/25/14	Sun 8/31/14								
65	5.5 Order vehicle inventory	Fri 8/8/14	Tue 8/12/14								
66	5.6 Order Bus Cleaning Supplies	Wed 8/27/14	Sat 8/30/14								
67	5.7 Ensure insurance company has current VIN's	Mon 8/4/14	Thu 8/7/14								
68	5.8 Bus Cleaning Procedures	Tue 8/12/14	Fri 8/15/14								
69	5.9 Develop Daily Out of Service Procedures	Sat 8/16/14	Tue 8/19/14								
70	5.10 Order Special Cabinet for Flammables	Fri 8/8/14	Mon 8/11/14								
71	5.11 Set-up Vehicle Files	Mon 8/11/14	Fri 8/22/14								
72	5.12 Review/Finalize Fueling Procedures	Mon 8/18/14	Wed 8/20/14								
73	5.13 Fuel Logs in Place	Mon 8/25/14	Wed 8/27/14								
74	5.14 Train Maintenance Staff on National Express PMI Procedures	Sat 8/16/14	Sun 8/17/14								
75	5.15 Order/Print all Maintenance Forms	Mon 8/18/14	Fri 8/22/14								
76	5.16 Review/Confirm Road Call Procedures	Thu 8/14/14	Sat 8/16/14								
77	5.17 Enter Mileage Data into Maintenance Software to track PMI's	Fri 8/15/14	Sat 8/30/14								
78	5.18 Plan PMI Schedule	Fri 8/22/14	Mon 8/25/14								
79	5.19 Set up Vendor Accounts	Mon 8/4/14	Fri 8/8/14								

Project: Mobilization Plan for YCIPTA/National Express  
Date: Mon 7/21/14

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
80	5.20 Order Shop Tools and Equipment (pre-approval required by YCIPTA)	Mon 8/4/14	Fri 8/8/14								
81	5.21 Order Vehicle Accident Kits	Sat 8/23/14	Sat 8/23/14								
82	5.22 Accident Kits on Every Bus	Sat 8/30/14	Sun 8/31/14								
83	5.23 Registrations/Insurance Cards on Every Bus	Sat 8/30/14	Sat 8/30/14								
84	5.24 Order Fire Extinguishers/ Reflectors (if needed)	Wed 8/20/14	Wed 8/20/14								
85	5.25 Fire Extinguishers, Reflectors on all Buses	Sat 8/30/14	Sun 8/31/14								
86	5.26 Spare Keys for Revenue Buses	Sun 8/24/14	Tue 8/26/14								
87	5.27 Spare Keys for Non Revenue Vehicles	Sat 8/23/14	Mon 8/25/14								
88	5.28 Submit Asset List to Home Office	Mon 8/18/14	Fri 8/22/14								
89	5.29 Submit Fleet List with Vin's to Home Office	Mon 8/4/14	Fri 8/8/14								
90	5.30 Finalize Maintenance Staffing Levels	Mon 8/11/14	Wed 8/13/14								
91	5.31 Order AZ# Number for Revenue Vehicles	Sat 8/9/14	Tue 8/12/14								
92	5.32 Order Accident kits for Non-Revenue vehicle	Thu 8/14/14	Sat 8/23/14								
93	5.33 Order Oil Sample Kits	Thu 8/7/14	Fri 8/15/14								
94	5.34 install USDOT # on Revenue Vehicles	Sat 8/30/14	Sun 8/31/14								
95	5.35 Install Maintenance Software	Fri 8/8/14	Mon 8/11/14								
96	<b>6 Human Resources</b>	<b>Fri 8/1/14</b>	<b>Mon 9/1/14</b>								
97	6.1 Process Employment Applications	Mon 8/4/14	Tue 8/12/14								
98	6.2 Establish Health Benefit Plan for Employees	Tue 8/5/14	Fri 8/8/14								

Project: Mobilization Plan for YCIPTA/National Express  
Date: Mon 7/21/14

Task: [Task Icon] External Milestone [External Milestone Icon]

Split: [Split Icon] Inactive Task [Inactive Task Icon]

Milestone: [Milestone Icon] Inactive Milestone [Inactive Milestone Icon]

Summary: [Summary Icon] Inactive Summary [Inactive Summary Icon]

Project Summary: [Project Summary Icon] Manual Task [Manual Task Icon]

External Tasks: [External Tasks Icon] Duration-only [Duration-only Icon]

Manual Summary Rollup: [Manual Summary Rollup Icon] Manual Summary [Manual Summary Icon]

Start-only: [Start-only Icon]

Finish-only: [Finish-only Icon]

Deadline: [Deadline Icon]

Progress: [Progress Icon]

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
99	6.3 OSHA 300 Log Started	Thu 8/28/14	Sun 8/31/14								
100	6.4 401 (k) Enrollment Non Union Staff	Mon 8/25/14	Fri 8/29/14								
101	6.5 Seniority List Posted	Sat 8/16/14	Mon 8/18/14								
102	6.6 IT	Fri 8/1/14	Mon 9/1/14								
103	6.6.1 Order Computers and Office Equipment as Required	Mon 8/4/14	Wed 8/6/14								
104	6.6.2 Order Cell Phones	Mon 8/4/14	Fri 8/8/14								
105	6.6.3 Confirm YCIPTA Phone System is Working Properly	Sat 8/23/14	Tue 8/26/14								
106	6.6.4 Ensure Computers are Working Effectively	Sat 8/9/14	Tue 8/12/14								
107	6.6.5 Set-up After Hours Voice Mail	Sat 8/30/14	Sun 8/31/14								
108	6.6.6 NextBus Software Review	Tue 8/12/14	Fri 8/15/14								
109	6.6.7 Establish NextBus Training for Staff (as needed)	Mon 8/18/14	Wed 8/20/14								
110	6.6.8 Contact Local NextBus Representative	Mon 8/4/14	Wed 8/6/14								
111	6.6.9 Set Up Payroll Program	Mon 8/11/14	Sat 8/16/14								
112	6.6.10 Set-up E-mail for Local Staff	Mon 8/11/14	Fri 8/15/14								
113	6.6.11 Ensure Standard Back-Up Protocols In Place	Mon 8/25/14	Thu 8/28/14								
114	6.6.12 Test Back-Up Procedures	Fri 8/29/14	Sun 8/31/14								
115	<b>7 Reporting</b>	<b>Mon 8/11/14</b>	<b>Wed 8/20/14</b>								
116	7.1 Establish Required YCIPTA Reports	Wed 8/13/14	Thu 8/14/14								
117	7.2 Discuss due dates for all reports	Tue 8/12/14	Tue 8/12/14								
118	7.3 Review billing procedures	Mon 8/25/14	Wed 8/27/14								

Task	External Milestone	Manual Summary Rollup
Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

Project: Mobilization Plan for YCIPTA/National Express  
Date: Mon 7/21/14

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
119	8 Dispatch	Fri 8/1/14	Sun 8/31/14								
120	8.1 Training Session for new Dispatchers	Sat 8/16/14	Sun 8/17/14								
121	8.2 Customer Service Training as Outlined in Proposal	Sun 8/17/14	Sun 8/24/14								
122	8.3 Develop/Assign Dispatch Schedules	Wed 8/6/14	Fri 8/8/14								
123	8.4 Review Procedures for DVIR	Mon 8/11/14	Fri 8/15/14								
124	8.5 Daily Bus Assignment/Down Board	Sat 8/30/14	Sat 8/30/14								
125	8.6 Review Open/Close Procedures	Fri 8/22/14	Sat 8/23/14								
126	8.7 Driver Attendance Forms	Sat 8/23/14	Sun 8/24/14								
127	8.8 Post Dispatch Procedures	Sat 8/30/14	Sat 8/30/14								
128	8.9 Accident Procedures Posted	Sat 8/30/14	Sat 8/30/14								
129	8.10 Dispatcher Trained on National Express Accident Procedures	Sat 8/30/14	Sun 8/31/14								
130	9 Administration	Fri 8/1/14	Mon 9/1/14								
131	9.1 Finalize Staffing schedules	Mon 8/11/14	Wed 8/13/14								
132	9.2 Obtain Legal Posters & Mission Statement	Mon 8/11/14	Fri 8/15/14								
133	9.3 Post Legal Posters	Sat 8/30/14	Sun 8/31/14								
134	9.4 Post Mission Statement	Sat 8/30/14	Sun 8/31/14								
135	9.5 Meet/Set up Clinic for Physical / Drug and Alcohol Testing	Mon 8/4/14	Wed 8/6/14								
136	9.6 Order Worker's Compensation Certificate of Insurance	Mon 8/11/14	Wed 8/13/14								
137	9.7 Post Organization Chart	Sat 8/30/14	Sun 8/31/14								
138	9.8 Complete Personnel Files	Mon 8/18/14	Wed 8/27/14								
Task Split Milestone Summary Project Summary External Tasks				External Milestone Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only				Manual Summary Rollup Manual Summary Start-only Finish-only Deadline Progress			
Project: Mobilization Plan for YCIPTA/National Express Date: Mon 7/21/14											

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
139	9.9 Reasonable Suspicion Training for Dispatcher and Road Sups	Sat 8/16/14	Sun 8/17/14								
140	9.10 Distribute Dispatcher Job Description	Sat 8/16/14	Sun 8/17/14								
141	9.11 Order Office Supplies	Mon 8/4/14	Fri 8/8/14								
142	<b>10 Operations</b>	<b>Fri 8/1/14</b>	<b>Sun 8/31/14</b>								
143	10.1 Review Daily Safety Message Procedures	Tue 8/12/14	Sat 8/16/14								
144	10.2 Determine Key Transfer Points for Special Needs Passengers	Mon 8/18/14	Fri 8/22/14								
145	10.3 Establish Driver Shortage	Thu 8/7/14	Mon 8/11/14								
146	10.4 Review/Establish Driver Work Schedules	Mon 8/4/14	Mon 8/11/14								
147	10.5 Order DVIR Books	Tue 8/19/14	Fri 8/22/14								
148	10.6 Order business cards and letterhead for contract location	Mon 8/4/14	Fri 8/8/14								
149	10.7 Review dispatch procedures & issue manual	Sat 8/16/14	Sun 8/17/14								
150	10.8 Review and discuss attendance point policy	Sun 8/31/14	Mon 9/1/14								
151	10.9 Obtain Radio Codes from YCIPTA	Wed 8/13/14	Wed 8/13/14								
152	10.10 Review emergency procedures	Thu 8/7/14	Fri 8/8/14								
153	10.11 Systems check Phones Lines/Nextel's/Vehicle Communications Equipment	Tue 8/26/14	Sat 8/30/14								
154	<b>11 Budgeting and Finance</b>	<b>Fri 8/1/14</b>	<b>Mon 9/1/14</b>								
155	11.1 Track Start-Up Expenses	Mon 8/4/14	Sun 8/31/14								
156	11.2 Establish Payroll Procedures/Payroll Dates	Wed 8/13/14	Sun 8/17/14								
157	11.3 Review Operating Budget with Local Staff	Wed 8/13/14	Sat 8/16/14								

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone Summary	Inactive Milestone	Start-only
Project Summary	Inactive Summary	Finish-only
External Tasks	Manual Task	Deadline
	Duration-only	Progress

Project: Mobilization Plan for YCIPTA/National Express  
Date: Mon 7/21/14

ID	Task Name	Start	Finish	Sun Jul 6	Mon Jul 7	Tue Jul 8	Wed Jul 9	Thu Aug 1	Fri Aug 1	Sat Aug 2	Sun Aug 3
158	11.4 Confirm Insurance Certificates Received	Mon 8/18/14	Fri 8/22/14								
159	11.5 Petty Cash Custodian Form Signed/Ordered	Mon 8/18/14	Fri 8/22/14								
160	11.6 Enter employees into Payroll	Wed 8/13/14	Fri 8/15/14								
161	12 Recruiting	Fri 8/1/14	Mon 8/25/14								
162	12.1 Run Ads for Open Positions	Sun 8/3/14	Sun 8/3/14								
163	12.2 Meet with Local Job Placement Centers	Mon 8/4/14	Fri 8/8/14								
164	12.3 New Driver Training	Sun 8/10/14	Sun 8/24/14								
165	13 Interviews	Fri 8/8/14	Tue 8/12/14								
166	13.1 Develop Full Training and BTW Schedule as Required	Mon 8/4/14	Wed 8/6/14								
167	13.2 Identify Vehicles for BTW Training	Sat 8/9/14	Tue 8/12/14								

Task	External Milestone	Manual Summary Rollup
Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

# Yuma #559 Fleet List 6.25.13

Bus #	LIC. PLATE #	MAKE	MODEL	Pass Cap	VIN NUMBER	GVWR	IN SERVICE DATE	Value	Age
D111	G651GK	2008 Chevy Venture	ENC American	3	1GBDV13W78D139558	5,480	3/20/2008	\$41,685.00	5
D112	G041GK	2008 Chevy Venture	Braun Entervan	6	1GBDV13W68D211737	5,480	1/27/2009	\$41,685.00	4
D113	G040GK	2008 Chevy Venture	Braun Entervan	6	1GBDV13W08D211748	5,480	2/18/2009	\$41,685.00	4
D116	G039GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FL8ADA11196	10,800	1/25/2010	\$53,956.00	3
D117	G652GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FL1ADA11198	10,800	1/25/2010	\$53,956.00	3
D118	G038GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FLXADA11197	10,800	1/25/2010	\$53,956.00	3
D121	G035GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FL1SDS11203	10,800	1/25/2010	\$45,690.00	3
D122	G653GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FL8ADA11201	10,800	2/4/2010	\$45,690.00	2
D123	G034GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FLXADA11202	10,800	2/4/2010	\$45,690.00	2
Y133 (523)	G595GM	2013 Ford Focus	Focus 4 Door	4	1FADP9E23DL153524	Car	11/1/2012	\$16,438.00	0
Y134 (524)	G596GM	2013 Ford Focus	Focus 4 Door	4	1FADP9E21DL153523	Car	11/1/2012	\$16,438.00	0
Y135 (525)	G598GM	2013 Ford Focus	Focus 4 Door	4	1FADP9E2XDL159336	Car	1/17/2013	\$16,438.00	0
Y139 (031)	G411GT	2001 Ford F250	Pick Up Truck	3	1FTNF20L91EB51255	Truck	2001	\$4,999.00	12
Y140 (532)	G414GT	1999 Ford F250	Shop Service Truck	3	1FDNF20L6XEE98532	Truck	1999	\$4,999.00	14
Y095	G750GN	2006 Freightliner/ENC	MB55/MST II	34	4UZAACBW96CX62413	26,000	7/25/2006	\$125,187.00	6
Y096	G440GK	2006 Freightliner/ENC	MB55/MST II	34	4UZAACBW06CX62414	26,000	7/25/2006	\$125,186.00	6
Y101	G444GK	2006 Freightliner/ENC	MB55/MST II	34	4UZAACBW76CX62412	26,000	8/21/2006	\$125,187.00	6
Y102	G449GK	2003 Eldorado National	EZ Rider II	34	1N9FMAC8X2C084240	29,910	11/20/2006	\$104,950.00	6
Y106	G447GK	2003 Eldorado National	EZ Rider II	34	1N9FMAC892C084228	29,910	12/8/2006	\$104,950.00	6
Y109	G445GK	2007 Freightliner/ENC	MB55/MST II	34	4UZAACBW87CY51732	26,000	4/6/2007	\$126,787.00	5
Y124	G448GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1958F414608	26,000	2/24/2010	\$190,000.00	3
Y125	G446GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1948F414809	26,000	2/24/2010	\$190,000.00	3
Y126	G655GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1928F414226	26,000	2/24/2010	\$190,000.00	3
Y127	G650GK	2010 Chevy C5500	ENC Passport	32	1GBJR1948F414082	26,000	2/24/2010	\$190,000.00	3
Y128	G046GK	2010 Chevy C5500	ENC Passport	32	1GBJ5V1978F411327	26,000	3/29/2010	\$161,254.00	2
Y129	G045GK	2010 Chevy C5500	ENC Passport	32	1GBJ5V19X9FY00601	26,000	3/5/2010	\$190,000.00	2
Y130	G044GK	2010 Chevy C5500	ENC Passport	32	1GB15V1909F400090	26,000	3/5/2010	\$190,000.00	2
Y131	G043GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1918F414587	26,000	2/24/2010	\$190,000.00	3
Y132	G042GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1948F414793	26,000	2/24/2010	\$190,000.00	3
Y136/9709	G765GN	1997 New Flyer	D40F	39	1FYD2LL03VU017116	36,350	9/1/2013	\$4,999.00	16
Y137/9710	G766GN	1997 New Flyer	D40F	39	1FYD2LL01VU017115	36,350	12/17/2013	\$4,999.00	16
Y138/9610	G767GN	1997 New Flyer	D40F	39	2FYD2LLO7TU016557	36,350	2/10/2014	\$4,999.00	17
Y141/31	G766GV	Freightliner	Specialty Trolley	30	4UZA80BV16CW69985	31,000	9/1/06	\$13,605.36	7
Y142/33	G767GV	Freightliner	Specialty Trolley	30	4UZA80BV66CW69982	31,000	9/1/06	\$13,605.36	7
Y143/32	G7686V	Freightliner	Specialty Trolley	30	4UZA80BV86CW69983	31,000	9/1/06	\$13,605.36	7
Y144/34		Freightliner	Specialty Trolley	30	4UZA80BV76CW69984	31,000	9/1/06	\$13,605.36	7

To be obtained from Lake Havasu City  
To be placed into contingency fleet and surplus.

**EXHIBIT C - LINE ITEM OPERATING BUDGET**

National Express Transit Services Curriculum

CONTRACTOR:

Contract Year Contract Period Expense Format	Year 1 7/1/2014-6/30/2015		Year 2 7/1/2015-6/30/2016		Year 3 7/1/2016-6/30/2017		Year 4 7/1/2017-6/30/2018		Option Year 1 7/1/2018-6/30/2019		Option Year 2 7/1/2019-6/30/2020		Option Year 3 7/1/2020 to 6/30/2021		Option Year 4 7/1/2021 to 6/30/2022		Option Year 5 7/1/2022 to 6/30/2023		Option Year 6 7/1/2023 to 6/30/2024		Option Year 7 7/1/2024 to 6/30/2025			
	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable		
	Up to 38,208 Revenue Hours (64,000 Fixed Route and 2,208 Demand Response)																							
Salaries and Wages	84,000		86,500		89,116		91,769		94,453		97,179		100,940		105,709		106,409		105,209		106,409		109,601	
Operations Management	75,000		77,200		79,500		81,925		84,474		87,146		89,941		92,861		95,008		97,241		95,008		97,859	
Maintenance Management	70,095		72,193		74,364		76,611		78,935		81,347		83,847		86,435		88,794		91,208		88,794		91,458	
Dispatchers	63,638		65,585		67,595		69,561		71,494		73,397		75,268		77,107		78,921		80,640		82,895		85,059	
Supervisors	49,650		51,159		52,757		54,344		55,921		57,488		59,044		60,591		62,895		64,065		62,895		64,782	
Utility/Bus Stop Maintenance	124,665		128,404		132,257		136,224		140,311		144,520		148,856		153,322		157,921		153,322		157,921		162,659	
Mechanics			588,173		598,173		608,173		618,173		628,173		638,173		648,173		658,173		668,173		678,173		688,173	
Drivers			14,183		14,458		14,733		15,008		15,283		15,558		15,833		16,108		16,383		16,658		16,933	
Drivers/Trainers and Non - Revenue																								
Fringe Benefits	12,995		13,892		14,879		15,966		17,169		18,485		19,915		21,468		23,146		24,949		26,878		28,935	
Operations Management	11,728		12,549		13,427		14,367		15,373		16,449		17,590		18,832		20,180		21,641		23,214		24,901	
Maintenance Management	23,835		25,935		28,307		30,924		33,835		37,076		40,689		44,703		49,181		54,121		59,521		65,391	
Dispatchers	39,205		40,513		41,821		43,129		44,437		45,745		47,053		48,361		49,669		50,977		52,285		53,593	
Supervisors	21,366		22,567		23,768		24,969		26,170		27,371		28,572		29,773		30,974		32,175		33,376		34,577	
Mechanics	40,801		43,253		45,879		48,681		51,561		54,520		57,559		60,678		63,877		67,156		70,515		73,954	
Drivers			311,132		318,330		325,528		332,726		339,924		347,122		354,320		361,518		368,716		375,914		383,112	
Drivers/Trainers and Non - Revenue																								
Support Staff																								
Office Facility Expenses																								
Family Maintenance																								
Office Expenses																								
Computer/Printers/Copier/Fax																								
Office equipment, lease/ammortization																								
Office supplies	12,000		12,240		12,483		12,734		12,989		13,249		13,514		13,784		14,060		14,341		14,627		14,918	
Printing/copying	1,000		1,020		1,040		1,061		1,082		1,104		1,126		1,149		1,172		1,195		1,218		1,241	

Budget Page 2

Contract Year Contract Period Expense Format	Year 1 7/1/2014-6/30/2015		Year 2 7/1/2015-6/30/2016		Year 3 7/1/2016-6/30/2017		Year 4 7/1/2017-6/30/2018		Option Year 1 7/1/2018-6/30/2019		Option Year 2 7/1/2019-6/30/2020		Option Year 3 7/1/2020 to 6/30/2021		Option Year 4 7/1/2021 to 6/30/2022		Option Year 5 7/1/2022 to 6/30/2023		Option Year 6 7/1/2023 to 6/30/2024		Option Year 7 7/1/2024 to 6/30/2025		
	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	
	Budget Page 2																						
Maintenance Expense			221,430		228,124		234,968		242,017		249,278		256,756		264,459		272,392		280,564		288,981		297,754
Parts																							
Tools																							
Consuming Supplies for buses and bus stops			9,000		9,270		9,548		9,835		10,130		10,433		10,746		11,069		11,401		11,743		12,095
Equipment Purchase/Depreciation																							
Vehicles (non-revenue)																							
Maintenance equipment																							
Office equipment																							
Miscellaneous Expense	4,200		4,284		4,370		4,457		4,546		4,637		4,730		4,824		4,921		5,021		5,124		5,230
Employee miscellaneous																							
Training Expenses	3,336		3,402		3,470		3,540		3,610		3,683		3,758		3,831		3,908		3,986		4,068		4,153

Communications	2,840	2,989	3,059	3,120	3,182	3,246	3,311	3,377	3,445	3,514
General Administration	3,530	3,517	8,687	8,861	9,038	9,219	9,403	9,592	9,783	9,979
Uniforms	-	-	-	-	-	-	-	-	-	-
Maintenance Miscellaneous	-	-	-	-	-	-	-	-	-	-
Other: (Interest, Misc Admin, )	-	-	-	-	-	-	-	-	-	-
General Administration	-	-	-	-	-	-	-	-	-	-
Insurance Expense	-	-	-	-	-	-	-	-	-	-
General Liability (Include detachable)	11,050	11,271	11,496	11,726	11,961	12,200	12,444	12,693	12,947	13,206
Vehicle Liability (Include detachable)	111,526	113,947	116,422	118,953	121,540	124,185	126,890	129,655	132,483	135,374
Vehicle Operations	43,111	44,404	45,735	47,108	48,522	49,977	51,476	53,021	54,611	56,250
Workers Compensation	-	-	-	-	-	-	-	-	-	-
Performance Bond	-	-	-	-	-	-	-	-	-	-
General Administration	170	172	177	180	184	188	191	195	199	203
Licenses	-	-	-	-	-	-	-	-	-	-
Profit and Overhead	22,423	23,330	23,785	24,789	25,227	26,264	26,753	27,919	28,469	29,717
Overhead	64,462	67,500	70,298	73,111	74,748	78,283	82,333	86,647	91,324	96,204
Profit	-	-	-	-	-	-	-	-	-	-
General Administration	-	-	-	-	-	-	-	-	-	-
Total Fixed Cost	838,069	852,337	868,061	885,407	903,656	922,668	942,155	962,320	983,245	1,004,972
Total Variable Cost	1,147,393	1,206,020	1,268,597	1,336,248	1,403,631	1,486,668	1,574,860	1,668,040	1,765,538	1,868,690
Total Hourly Operating Cost	61,388	64,427	67,233	70,033	72,331	75,133	77,935	80,737	83,539	86,341
Total Operating Cost	2,045,463	2,138,257	2,236,658	2,321,655	2,427,287	2,529,336	2,637,015	2,740,360	2,848,783	2,963,662
Startup Expenses	\$ 71,837	\$ 71,837	\$ 71,837	\$ 71,837	\$ 71,837	\$ 71,837	\$ 71,837	\$ 71,837	\$ 71,837	\$ 71,837
Expenses Outside of the Fixed and Variable Priced	-	-	-	-	-	-	-	-	-	-

Signature: *Pearl A. ...*  
 Date: 7/21/14  
 CONTRACTOR SIGNATURE

EXHIBIT C - SUMMARY OF LINE ITEM OPERATING BUDGET

National Express Transit Services Corporation

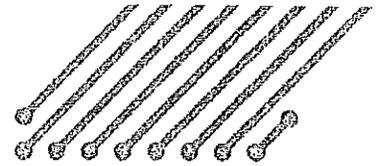
CONTRACTOR:

Contract Year Contract Period Expense Format	Year 1 7/1/2014-6/30/2015		Year 2 7/1/2015-6/30/2016		Year 3 7/1/2016-6/30/2017		Option Year 1 7/1/2017-6/30/2018		Option Year 2 7/1/2018-6/30/2019		Option Year 3 7/1/2019 to 6/30/2020		Option Year 4 7/1/2020 to 6/30/2021		Option Year 5 7/1/2021 to 6/30/2022		Option Year 6 7/1/2022 to 6/30/2023		Option Year 7 7/1/2023 to 6/30/2024	
	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable
Fixed Monthly Charge	\$ 74,839	\$ 34,49	\$ 77,686	\$ 36,25	\$ 80,672	\$ 38,13	\$ 83,617	\$ 39,87	\$ 86,971	\$ 41,94	\$ 90,556	\$ 44,05	\$ 94,546	\$ 46,32	\$ 98,443	\$ 48,97	\$ 102,770	\$ 51,60	\$ 107,448	\$ 54,55
Variable Charge per Revenue Hour																				
Total Monthly Agreement Fees	\$ 170,455.22	\$ 178,188.07	\$ 186,388.16	\$ 194,137.88	\$ 209,239.03	\$ 212,691.54	\$ 222,767.79	\$ 245,816.88	\$ 254,196.68	\$ 258,671.85										

*Peter A. DeWitt*  
CONTRACTOR Signature

7/21/14  
Date

513.597.2867  
Telephone



July 22, 2014

Mr. John Andoh  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85365

**Re: Proposal for Transit Operations and Maintenance**

Dear Mr. Andoh:

This correspondence serves to rescind National Express Transit Services Corporation's letter to you (dated March 24, 2014) withdrawing our Best And Final Offer (BAFO) to provide YCIPTA's transit operations and maintenance. Our Revised Proposal, submitted July 21, 2014, supersedes in its entirety our previously submitted BAFO.

National Express Transit Services Corporation is looking forward to working alongside YCIPTA and the YCIPTA Board for this next phase in the evolution of the YCAT system. If you should have any additional questions, please feel free to contact Mr. Reno Navarette, our Director of Business Development, either by phone at (323) 314-8778 or by email at [reno.navarette@nationalexpresscorp.com](mailto:reno.navarette@nationalexpresscorp.com).

Sincerely,

National Express Transit Services Corporation

Peter J. Settle  
Chief Executive Officer

National Express Transit Services Corporation  
8041 Hosbrook Road, Suite 330, Cincinnati, OH 45236  
(513) 322-6200

## Appendix E Incentives & Liquidated Damages

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
On-Time Departures, YCAT OnCall*	On-time demand response passenger pickups are important to YCIPTA. On-time definition: pickup occurring within a range of 15 minutes before to 15 minutes after the time specified on the passenger manifest.	A bonus of \$500 shall be paid monthly to the CONTRACTOR if 95% of scheduled pickups during the most recent three consecutive month period are within a range of 15 minutes before to 15 minutes after the time specified on the passenger manifest.	Liquidated damages of \$500 shall be paid by the CONTRACTOR if less than 90% of scheduled pickups during the most recent three consecutive month period are within a range of 15 minutes before to 15 minutes after the time specified on the passenger manifest.	Each month YCIPTA staff shall randomly select twelve (12) operating days for pick-up on-time performance analysis. The results of each three month period will be averaged to obtain the percentage of on-time pickups.
Operating Ahead of Schedule - Fixed-route	No bus shall depart any time point prior to its scheduled departure time.	None.	CONTRACTOR shall be assessed \$100 per incident when a bus in revenue service departs a YCIPTA scheduled time point before its scheduled departure time.	Random observations by YCIPTA staff, bus security camera recordings, GPS electronic real-time arrival system.
Passenger Productivity, YCAT OnCall*	Passenger trips per vehicle hour (averaged over a three-month period) meets or exceeds 2.5 passengers per vehicle hour.	A bonus of \$500 shall be granted to CONTRACTOR if the passenger trips per vehicle hour exceeds 2.5 passengers per total vehicle hour each month.	None.	YCAT OnCall passenger trips per vehicle hour statistics compiled by the CONTRACTOR and presented in the CONTRACTOR's monthly management report.
Farebox Removal	CONTRACTOR shall remove all farebox receipts from revenue vehicles daily, count receipts, and deposit to YCIPTA account daily.	None.	\$200 for any occurrence of farebox receipts not being deposited per Agreement, in addition to recovery of farebox revenue.	Observations by YCIPTA staff and/or bank receipts.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Late Violations	YCIPTA routes should run on time unless circumstances beyond the CONTRACTOR's control prevent the CONTRACTOR from running the routes on time.	A bonus of \$500.00 shall be paid to the CONTRACTOR if all routes during the most recent three consecutive <b>month period</b> achieve a 95% or better on time performance rating.	<p>\$100.00 per occurrence shall be imposed if a Revenue Vehicle reaches the last timepoint of a Vehicle Trip more than ten (10) minutes following the scheduled departure time.</p> <p>\$100.00 shall be imposed for any Vehicle Trip that departs from the first timepoint of the Vehicle Trip in advance of any scheduled departure time or with a deviation of greater than two minutes after the scheduled departure time, except in cases where the previous Vehicle Trip does not arrive to the first timepoint of the next Vehicle Trip at or before the scheduled departure time for the departing Vehicle Trip, in which case two (2) minutes will be allowed.</p>	Random observations by YCIPTA staff, bus security camera recordings, GPS electronic real-time arrival system, reports from CONTRACTOR documenting on time performance.
Incomplete or Missed Trip	All scheduled YCIPTA services should operate as defined in the YCAT Rider's Guide, unless the CONTRACTOR has received a written exemption from the Transit Director.	None.	<p>\$250.00 if any schedule fixed-route trip is missed.</p>	Random observations by YCIPTA staff, bus security camera recordings, GPS electronic real-time arrival system, reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
ADA Compliance	CONTRACTOR shall ensure all staff is operating YCIPTA transit services in accordance with the Americans with Disabilities Act (49 C.F.R. Part 37, Subpart G). This includes, but is not limited to, calling out major intersections, and working wheelchair lifts and PA systems.	None.	\$250.00 if any violations occur.	Random observations by YCIPTA staff, bus security camera recordings, reports, customer complaints.
General Vehicle Maintenance	YCIPTA requires vehicles to be in operable condition minus normal wear and tear. To be considered operable all vehicle features shall have reasonable functionality and safety, heaters and HVAC equipment shall be fully functional.	\$250.00 per month if all vehicles are in an operable condition, free of defects, excluding normal preventative maintenance inspections.	\$100.00 per Vehicle per day will be imposed for each Revenue Vehicle in the fleet, by Vehicle type, that is inoperable and unavailable for service above the 20% standard.  \$100.00 per occurrence shall be imposed if the heating or air-conditioning on a Revenue Vehicle fails to function properly while in Revenue Service and such Vehicle is not replaced with a fully functioning Revenue Vehicle within ninety (90) minutes of the initial report of the failure.	YCIPTA observations and reports, customer complaints.
Out-of-Service Vehicles	YCIPTA requires vehicles to be repaired in a timely manner.	None.	\$50.00 per Vehicle per day shall be imposed for any Revenue Vehicle unavailable for service more than thirty (30) consecutive calendar days due to any reason, unless otherwise approved by YCIPTA.	YCIPTA observations and reports.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Failure to respond to In-service Failures in a Timely Manner	YCIPTA requires mechanical breakdowns that occur in revenue service to be addressed in a timely manner to minimize passenger inconvenience.	None.	\$100 per occurrence shall be imposed if CONTRACTOR fails to report to YCIPTA within 24 hours, a valid mechanical breakdown or a Revenue Vehicle running out of fuel that results in a service failure or if CONTRACTOR fails to respond (by either a supervisor or mechanic physically reporting to the scene) to an in-service failure or interruption (such as the breakdown) of a Revenue Vehicle, and fails to provide a replacement Revenue Vehicle within thirty (30) minutes of the time the vehicle operator reports, or should have reported, the in-service failure of a revenue vehicle within the Yuma urbanized area.	YCIPTA observations and reports, customer complaints.
Improper Vehicle Appearance	YCIPTA requires clean vehicles whenever possible to provide the maximum customer comfort.	\$250.00 per consecutive three month period of no improper vehicle appearance violations.	\$100.00 per Vehicle shall be imposed if YCIPTA determines that CONTRACTOR has failed to maintain the cleanliness of a Revenue Vehicle in compliance with this Agreement and if detailing was not completed as defined in the Agreement.	YCIPTA observations and reports, customer complaints.
On-Board Equipment	YCIPTA requires all on board equipment to be operable and used correctly.	None.	\$100.00 per occurrence per day shall be imposed if a wheelchair lift, kneeling device, or manual or electric destination sign fails to operate correctly, or incorrect sign use, either in Revenue Service or when requested by	YCIPTA observations and reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
			<p>an authorized representative of YCIPTA.</p> <p>\$50.00 per occurrence shall be imposed for failure of the CONTRACTOR to report to YCIPTA failure of or defects in the on-board camera system, smart card system, wi-fi system or any other electronic feature installed on a Revenue Vehicle, within twenty-four (24) hours after the failure of the system or discovery of the defect.</p> <p>\$50.00 per occurrence if a bus operator fails to properly log on prior to leaving the bus yard, while operating during a run or at the beginning of the run, NextBus, wi-fi, Acufare, Farebox or any other electronic feature installed on the bus that requires a log in.</p>	
Failure to Enforce Fare Policies	CONTRACTOR should follow the YCIPTA approved fare policy.	None.	\$25.00 per occurrence shall be imposed if a vehicle operator fails to apply and enforce the fare collection policies of YCIPTA.	YCIPTA observations and reports, customer complaints.
Failure to Meet Security Requirements	YCIPTA requires all facilities and assets to be secured and monitored. This includes, but is not limited to: tracking employee key fobs, access to facilities, key control, turning off vehicles when not in use, storage of keys, tracking of fuel cards, passes, revenue received, etc.	None.	\$100.00 per day shall be imposed if CONTRACTOR fails to respond within five (5) days to YCIPTA's notice that the CONTRACTOR has not complied with the security requirements of the Agreement with an immediate action plan to correct the deficiencies noted by YCIPTA.	YCIPTA observations.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Failure to Report an Accident in a Timely Manner	YCIPTA requires all accidents to be reported within a 24 hour period.	None.	\$250.00 per accident shall be imposed if CONTRACTOR fails to notify YCIPTA within 24 hours of an accident involving damage to a Vehicle, property damage, or personal injury, or fails to provide specific follow-up details to YCIPTA within 24 hours after the accident.	Reports, YCIPTA observations.
Failure to Maintain the Staffing and Personnel Plan	YCIPTA expects all positions to be filled and positions that are not filled to be filled as soon as possible.	None.	Failure to provide a replacement for a Key Personnel position shall result in a deduction of the amount of the salary and benefits of the individual from YCIPTA payment to CONTRACTOR until position is filled and approved by YCIPTA.  \$250.00 per day shall be imposed if CONTRACTOR fails to provide any scheduled service due to a shortage of operators.	Reports, YCIPTA observations.
Failure to Provide Timely Relief	YCIPTA routes should run on time unless circumstances prevent the CONTRACTOR from running the routes on time that are beyond CONTRACTOR's control.	None.	\$25.00 per occurrence shall be imposed if a Revenue Vehicle is delayed (for more than three minutes beyond the scheduled departure time) due to late arrival of the mid-block shift relief. This performance damage will be assessed in addition to other performance damages which may be imposed for late or missed trips as specified in this Agreement.	YCIPTA observations and reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Route Deviations	CONTRACTOR shall follow routes as established by YCIPTA whether they are deadhead or revenue.	None.	\$50.00 per occurrence shall be imposed if a Revenue Vehicle deviates from the transit or deadhead route described in the route descriptions issued to CONTRACTOR, without authorization from YCIPTA or direction from an on-duty dispatcher authorized to make such decisions to respond to detours, traffic accidents, or other non-routine events. YCIPTA will consider the appropriateness of the actions of the operator in the circumstances presented in imposing any such performance damage.	YCIPTA observations and reports, customer complaints.
Failure of Vehicle Operators to Maintain Approved Uniform Appearance	YCIPTA expects CONTRACTOR to ensure that YCIPTA uniform standards are met.	None.	\$50.00 per occurrence shall be imposed if a vehicle operator is found out of uniform during Revenue Service, or is otherwise in violation of YCIPTA's written standards for appearance.	YCIPTA observations and reports, customer complaints.
Failure to Maintain Current Information Postings	YCIPTA expects that accurate information is posted on vehicles, bus shelters and other YCIPTA assets.	None.	\$50.00 per occurrence shall be imposed for failure to post, remove, replace or maintain current Car Cards, Rider Alerts, Rider's Guide, or other YCIPTA approved publications and announcements.	YCIPTA observations and reports, customer complaints.
Failure to Maintain Road Supervision Staffing Levels	CONTRACTOR shall provide at least four (4) hours of road supervision activities at random times daily with Transit Operations Supervisor staff.	None.	\$100.00 per occurrence shall be imposed for every failure by CONTRACTOR to follow the Agreement in regard to road supervision by Transit Operations Supervisors.	YCIPTA observations and reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Failure to Correctly Assign Revenue Vehicles	YCIPTA expects CONTRACTOR to assign proper vehicles to routes to prevent overcrowding or other operational issues.	None.	\$250.00 per occurrence shall be imposed for every occurrence in which CONTRACTOR assigns the wrong vehicle type to a block.	YCIPTA observations and reports.
Customer Complaints	YCIPTA expects the CONTRACTOR to provide exceptional customer service.	\$500.00 for each month that YCIPTA receives three or less verifiable customer complaints about service elements under contractor's control, including, but not limited to, bus operator discourtesy to passengers.	\$250.00 per month if there are six or more verified customer complaints as determined by YCIPTA.	YCIPTA observations and reports, customer complaints.
Non-compliance of any terms of the Agreement	YCIPTA expects CONTRACTOR to follow the terms of the Agreement as signed.	If no liquidated damages are assessed in the month, a bonus of \$500.00 will be provided.	Non-compliance of any terms of the Agreement after being placed on notice by YCIPTA within 15 days unless mutually agreed for alternate terms by YCIPTA and CONTRACTOR - \$100.00.	YCIPTA observations and reports, customer complaints.

## **Appendix F**

### **Service Perimeters, Fare Policy and Fleet Inventory**

#### **A. DESCRIPTION OF SERVICES**

YCAT provides fixed-route, vanpool and demand responsive bus service throughout southwestern Yuma County including the cities of Yuma, San Luis, Somerton, Town of Wellton, Cocopah Indian Reservations and unincorporated communities of Yuma County, including Gadsden, Ligurta and Fortuna. Additional services are provided to Winterhaven and El Centro, CA and the Quechan/Fort Yuma Indian Reservation. YCAT provides transit services - Monday through Friday from 5:50 a.m. to 7:30 p.m. and Saturday from 9:15 a.m. to 6:30 p.m. with limited evening services to Arizona Western College, Northern Arizona University and University of Arizona until 11:00 p.m. on weekdays. There is no service and office is closed on Sunday on New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Saturday schedule operates on the Day after Thanksgiving, Christmas Eve and New Years Eve.

Most routes meet at the Downtown Yuma Transit Center on 3rd Street and Gila Street, in the Yuma Palms Regional Center area on either Castle Dome Avenue near Target, on 12th Street or on 16th Street near Yuma Palms Parkway/Sunridge Drive, Cocopah Casino Resort, Paradise Casino in Winterhaven, State Street and 14th Street in El Centro (transfer to Imperial Valley Transit routes), Arizona Western College, Main Street and C Street in San Luis and Walmart at the corner of 26th Street and Avenue B in Yuma, also known as the West Yuma Transfer Hub.

Transit system route maps and YCAT OnCall service area can be found at:

- <http://www.ycipt.org/documents/System-Map.pdf>
- [http://www.ycipt.org/documents/YCAT\\_ADA.pdf](http://www.ycipt.org/documents/YCAT_ADA.pdf)

The services provided are described below as of April 7, 2014:

Route Number/Name	Type of Route	Frequency Of Route	Peak Bus Requirement	Service Hours	Where Does Route Go?
<b>Red Route 1</b> Central Yuma Circulator via 4 <sup>th</sup> Ave (Counter Clockwise)	Urban Fixed Route	60 minutes	1	6:30 am to 6:30 pm – Monday-Friday 9:30 am to 4:30 pm - Saturday	Service from Downtown Yuma Transit Center in a counter-clockwise direction in the City of Yuma serving 1 <sup>st</sup> Street, Paradise Casino, 4 <sup>th</sup> Ave, West Yuma Transfer Hub at Walmart on 26 <sup>th</sup> St at Avenue B, 32 <sup>nd</sup> Street, Yuma Airport, Pacific Avenue and Yuma Palms Regional Center.
<b>Orange Route 2/2A</b> East Yuma/Colleges (Clockwise)	Urban Fixed Route	60 minutes	1	6:30 am to 7:30 pm – Monday-Thursday 6:30 am to 6:30 pm - Friday 10:30 am to 3:30 pm - Saturday	Service from Downtown Yuma Transit Center via 16 <sup>th</sup> Street, Araby Road, Arizona Western College (AWC), Northern Arizona University (NAU), University of Arizona (UA), 32 <sup>nd</sup> Street, Avenue 3E, 24 <sup>th</sup> Street and Redondo Center Drive. 2A trips operate via Fun Factory.
<b>Brown Route 3</b> Fortuna Foothills Shuttle	Urban Flex Route	60 minutes	0.5	5:50 am to 5:50 pm – Monday-Friday 10:52 am to 3:50 pm - Saturday	Service from Arizona Western College (AWC)/Northern Arizona University (NAU), University of Arizona (UA) to the Fortuna Foothills in a point deviation checkpoint type of service.
<b>Green Route 4</b> Central Yuma Circulator via Pacific Avenue (Clockwise)	Urban Fixed Route	60 minutes	1	6:30 am to 7:30 pm – Monday-Friday 9:30 am to 4:30 pm - Saturday	Service in a clockwise direction within the City of Yuma from Downtown Yuma Transit Center via Yuma Palms Regional Center, Pacific Avenue, Yuma International Airport, West Yuma Transfer Hub at Walmart on 26 <sup>th</sup> Street at Avenue B, MCAS Housing and 3 <sup>rd</sup> Street in downtown Yuma.
<b>Blue Route 5</b> Quechan Shuttle	Rural Fixed Route	60 minutes	1	7:15 am to 7:10 pm – Monday-Friday 9:15 am to 4:10 pm - Saturday	Service in a counter clockwise direction within the Fort Yuma Indian Reservation and Winterhaven from Paradise Casino via Picacho Road and Interstate 8 to Andrade Port of Entry, Downtown Yuma Transit Center and Quechan

					Resort Casino.
<b>Purple Route 6A</b>  Avenue A/Cocopah Reservations	Urban Flex Route	60 minutes (M-F)  120 minutes (Sat)	2	6:57 am to 6:59 pm – Monday-Friday  9:57 am to 3:57 pm - Saturday	Deviated fixed route service from North Cocopah Reservation via Riverside Drive, Avenue C, 8 <sup>th</sup> Street, Avenue A, 24 <sup>th</sup> Street via West Yuma Transfer Hub at Walmart on 26 <sup>th</sup> Street at Avenue B to Cocopah Casino, Somerton, East (southbound only), Mesa Verde/Orange Grove area (eastbound only) and West Cocopah Reservations.
<b>Gold Route 8</b>  Interstate 8/Wellton	Rural Flex Route	2 round trip	0.5	7:55 am to 9:51 am/2:55 pm to 4:51 pm – Monday-Friday	Deviated fixed route service from AWC/NAU/UA to Wellton via Fortuna Foothills and on request to Liguria.
<b>Silver Route 9</b>  San Luis-AWC Connector	Rural Fixed Route	3 A.M. and 3 P.M. trips	2	5:50 am to 8:00 am/3:15 pm to 9:45 pm – Monday-Thursday	Service from AWC/NAU/UA to San Luis via AWC San Luis Center and State Route 195. PM trips extended to Somerton and Cocopah Reservations upon request.
<b>Turquoise Route 10</b>  Interstate 8/EI Centro	Urban Fixed Route	2 round trips	1	9:15 am to 11:30 am/2:00 pm to 5:30 pm Monday & Wednesday  10:15 am to 1:30 pm/3:00 pm to 5:30 pm Saturday	Fixed route service from Yuma Palms Regional Center to downtown EI Centro via Paradise Casino, Winterhaven, Quechan Casino Resort and Interstate 8 with service to Imperial Valley Mall on request.

<b>Yellow Route 95</b> Highway 95 South	Urban Fixed Route	60 minutes	2	5:30 am to 7:30 pm – Monday-Friday 8:30 am to 6:30 pm - Saturday	Service from Downtown Yuma Transit Center to San Luis via West Yuma Transfer Hub, Somerton and Gadsden via US Highway 95 and Yuma Palms Regional Center.
<b>NightCAT</b>	Shuttle	3 night trips	1	7:15 pm to 11:15 pm – Monday through Friday.	Service from AWC/NAU/UA to Winterhaven, Yuma, Somerton, San Luis, Cocopah, Fort Yuma Indian Reservations, Fortuna Foothills and unincorporated areas within a ¼ mile radius of existing YCAT routes only.
<b>YCAT OnCall</b>	Urban and Rural Dial-A-Ride	Reservations next day in advance up to 7 days in advance	Up to 2	5:50 am to 7:30 pm, Monday-Friday 9:15 am to 6:30 pm, Saturday	Door to door demand responsive transit service that is in compliance with the ADA as it related to providing complementary paratransit Service within a ¼ mile boundary of YCAT fixed route. Service provided throughout southwestern Yuma County, portions of Imperial County, CA & Winterhaven, CA, excluding Wellton, El Centro, Tacna and Fortuna Foothills.
<b>WelltonCAT</b>	Rural Dial-A-Ride	Reservations 15 minutes in advance up to 7 days in advance	1	3:00 pm to 7:00 pm, Friday	Door to door demand responsive transit service that operates within the Town of Wellton with service to Tacna, Dome Valley and Fortuna Foothills Walmart.
<b>YCAT Vanpool</b>	Vanpool	N/A	Up to 15	24 hours per day	Commuter oriented demand transportation initiated by passenger from point A to point B using contracted vans with YCIPTA provided subsidy of \$300 per month.

Routes deadhead to/from 2715 East 14<sup>th</sup> Street in Yuma to the following locations:

- Red 1 – Downtown Yuma Transit Center, 200 Gila Street, Yuma
- Orange 2/2A – Downtown Yuma Transit Center, 200 Gila Street, Yuma and end at Avenue 3E and 24<sup>th</sup> Street (**Monday-Friday Only**)
- Brown 3 – Arizona Western College/Northern Arizona University/University of Arizona
- Green 4 – Downtown Yuma Transit Center, 200 Gila Street, Yuma

- Blue 5 – Paradise Casino, 450 Quechan Dr, Yuma, AZ 85364
- Purple 6A – AM/North Cocopah Reservation, PM/North Cocopah Reservation
- Gold 8 – Arizona Western College
- Silver 9 – Either Arizona Western College or San Luis (Main Street/C Street) or East Cocopah Reservation
- Turquoise 10 – Yuma Palms Regional Center on Castle Dome Avenue
- Yellow 95 – Downtown Yuma Transit Center or San Luis
- WelltonCAT - Wellton
- NightCAT - Arizona Western College/Northern Arizona University/University of Arizona

**B. FLEET LIST AS OF APRIL 2, 2014**

Vehicles 112, 121 and 122 are currently assigned to the SARA Rides Contractor and these vehicles shall not be operated by CONTRACTOR at this time. CONTRACTOR shall maintain these vehicles as defined in Section C.1. of Appendix A of this Agreement

Bus #	LIC.	PLATE #	MAKE	MODEL	Pass Cap	VIN NUMBER	IN SERVICE		Value	Age
							DATE	DATE		
D111		G651GK	2008 Chevy Venture	ENC American	3	1GBDV13W78D139558	3/20/2008		\$41,685.00	5
D112		G041GK	2008 Chevy Venture	Braun Entervan	6	1GBDV13W68D211737	1/27/2009		\$41,685.00	4
D113		G040GK	2008 Chevy Venture	Braun Entervan	6	1GBDV13W08D211748	2/18/2009		\$41,685.00	4
D116		G039GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FL8ADA11196	1/25/2010		\$53,956.00	3
D117		G652GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FL1ADA11198	1/25/2010		\$53,956.00	3
D118		G038GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FLXADA11197	1/25/2010		\$53,956.00	3
D121		G035GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FL1SDS11203	1/25/2010		\$45,690.00	3
D122		G653GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FL8ADA11201	2/4/2010		\$45,690.00	2
D123		G034GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FLXADA11202	2/4/2010		\$45,690.00	2
Y133 (523)		G595GM	2013 Ford Focus	Focus 4 Door	4	1FADP3E23DL153524	11/1/2012		\$16,438.00	0
Y134 (524)		G596GM	2013 Ford Focus	Focus 4 Door	4	1FADP3E21DL153523	11/1/2012		\$16,438.00	0
Y135 (525)		G596GM	2013 Ford Focus	Focus 4 Door	4	1FADP3E2XDL159336	1/17/2013		\$16,438.00	0
Y139 (031)		G411GT	2001 Ford F250	Pick Up Truck	3	1FTNF20L91EB51255	2001		\$4,999.00	12
Y140 (532)		G414GT	1999 Ford F250	Shop Service Truck	3	1FDNF20L6XEE98532	1999		\$4,999.00	14
Y095		G750GN	2006 Freightliner/ENC	MB55/MST II	34	4UZAACBW96CX62413	7/25/2006		\$125,187.00	6
Y096		G440GK	2006 Freightliner/ENC	MB55/MST II	34	4UZAACBW06CX62414	7/25/2006		\$125,186.00	6
Y101		G444GK	2006 Freightliner/ENC	MB55/MST II	34	4UZAACBW76CX62412	8/21/2006		\$125,187.00	6
Y102		G449GK	2003 Eldorado National	EZ Rider II	34	1N9FMAC8X2C084240	11/20/2006		\$104,950.00	6
Y106		G447GK	2003 Eldorado National	EZ Rider II	34	1N9FMAC892C084228	12/8/2006		\$104,950.00	6
Y109		G445GK	2007 Freightliner/ENC	MB55/MST II	34	4UZAACBW87CY51732	4/6/2007		\$126,787.00	5
Y124		G448GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1958F414608	2/24/2010		\$190,000.00	3
Y125		G446GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1948F414809	2/24/2010		\$190,000.00	3
Y126		G655GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1928F414226	2/24/2010		\$190,000.00	3
Y127		G650GK	2010 Chevy C5500	ENC Passport	32	1GBJRU1948F414082	2/24/2010		\$190,000.00	3
Y128		G046GK	2010 Chevy C5500	ENC Passport	32	1GBJ5V1978F41327	3/29/2010		\$161,254.00	2
Y129		G045GK	2010 Chevy C5500	ENC Passport	32	1GBJ5V19X9FY00601	3/5/2010		\$190,000.00	2
Y130		G044GK	2010 Chevy C5500	ENC Passport	32	1GB15V1909F400090	3/5/2010		\$190,000.00	2
Y131		G043GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1918F414587	2/24/2010		\$190,000.00	3
Y132		G042GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1948F414793	2/24/2010		\$190,000.00	3
Y136/9709		G765GN	1997 New Flyer	D40F	39	1FYD2LL03VU017116	9/1/2013		\$4,999.00	16
Y137/9710		G766GN	1997 New Flyer	D40F	39	1FYD2LL01VU017115			\$4,999.00	16
Y138/9610		G767GN	1997 New Flyer	D40F	39	2FYD2LLO7TU016557			\$4,999.00	17
Y141/31		G766GV	Freightliner	Specialty Trolley	30	4UZAB0BV16CW69985	9/1/06		\$13,605.36	7
Y142/33		G767GV	Freightliner	Specialty Trolley	30	4UZAB0BV66CW69982	9/1/06		\$13,605.36	7
Y143/32		G7686V	Freightliner	Specialty Trolley	30	4UZAB0BV86CW69983	9/1/06		\$13,605.36	7

## C. FARE POLICY

### YCAT FARES Effective: July 1, 2013

#### Yuma County Area Transit (YCAT) Fixed-route Fares

Description	Basic	Discount	Express
	<ul style="list-style-type: none"> <li>Ages 19-64 years old</li> <li>Youth ages 5-18 years old without student ID</li> </ul>	<ul style="list-style-type: none"> <li>Seniors age 65 &amp; older</li> <li>Persons with Disabilities</li> <li>Medicare Card Holders</li> <li>ADA Certified</li> <li>Student ages 5-18 years old with school ID</li> </ul>	Commuter routes for all fare categories
One Way	\$2.00	\$1.00	\$5.00
One Way (Using Smart Card)	\$1.75	75 cents	\$4.00
Day YCATPass	\$5.00 (valued at 2.50 trips)	\$2.50 (valued at 2.50 trips)	\$12.50 (valued at 2.5 trips)
Day YCATPass (Using Smart Card)	\$3.50 (valued at 1.75 trips)	\$1.75 (valued at 1.75 trips)	\$10.00 (valued at 2.5 trips)
10-Ride YCATPass (Using Smart Card)	\$17.50 (\$1.75 per ride)	\$7.50 (75 cents per ride)	\$45.00 (valued at \$4.50 per ride)
10-Day YCATPass (Using Smart Card)	\$35.00 (\$1.75 per ride)	\$17.50 (75 cents per ride)	\$100.00 (\$4.50 per ride)
31-Day YCATPass (Using Smart Card)	\$60.00 (\$1.50 per ride/20 days/2 trips each)	\$30.00 (75 cents per ride/20 days/2 trips each)	\$150.00 (valued at \$3.75 per ride/20 days/2 trips each)
Route Deviation Fare on Routes 3, 6, 7 & 8	\$2.00	\$2.00	N/A
Express Fare Up-Charge	\$2.25	\$2.25	N/A

- No transfers – use Day YCATPass or pay one way fares.
- Cocopah Tribe members can ride free by showing their tribal ID card.
- Quechan Tribe members can ride free by showing their tribal ID card (*Deferred*).
- AWC, NAU, and UA students and employees can ride free by showing their student ID card with the current semester sticker.
- YPIC Charter High School and Aztec High School students and employees can ride free by showing their student or employee ID card with current semester sticker.
- Yuma Regional Medical Center employees and volunteers can ride free by showing their ID card with current semester sticker.
- Children under 5 ride free – up to four children. Fifth and more children pay discount fare.
- Smart Card Initial Fee - \$2.00.
- Lost Smart Card Replacement Fee - \$5.00.
- Yuma Sun & Imperial Valley Press newspaper on buses – 50 cents.
- Class Pass - \$45.00 (Up to 5 adults and 40 students @ \$1.00 per ride).

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

**YCAT OnCall Fares**

Description	Within the ADA fixed-route zone of ¼ mile on either side of YCAT route
One Way	\$4.00
10-RidePass (paper pass)	\$35.00 (\$3.50 per ride)
Upgrade using Day YCATPass, 10-Ride YCATPass or Monthly YCATPass from YCAT to YCAT OnCall	+\$2.00
WACOG Donation Fare	\$2.00
Buddy Fare (5 or more passengers traveling from/to same location)	\$2.00 per person

- Passengers must be ADA certified or a companion to ride YCAT OnCall as first priority.
- Children under 5 ride free – up to four children. Fifth and more children pay discount fare.
- YCAT OnCall New Registration Card - \$3.00 (photo ID card) – may also use for discount on YCAT.
- YCAT OnCall Lost Registration Card - \$5.00 (photo ID card).
- ADA eligible passengers receive free YCAT OnCall registration card.
- SMILE clients ride free to and from Lost Peepers Program only on 3<sup>rd</sup> Wednesday of the month. **(Deferred)**
- WACOG clients may only travel for shopping, senior center, pharmacy and medical appointments only local to their place of residence based on their eligibility. **(Deferred)**
- One Personal Care Attendant (PCA) rides free. All other companions pay same fare as eligible passenger.
- Transfers to/from YCAT fixed-route buses are free.

Approved:



\_\_\_\_\_  
John Andoh  
Transit Director

6-20-2013  
\_\_\_\_\_  
Date



## Yuma County Intergovernmental Public Transportation Authority

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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)

### Transit Director Report – August 2017

- **Arbocs:** The three Arbocs have arrived and are getting ready to be put into service. The 4<sup>th</sup> bus in on order.
- **Fleet inspections and Quality Assurance:** Fleet inspections continue as with the Q & A. This will continue until staff is satisfied with the maintenance of the fleet.
- **Maintenance Software:** We have received estimates for maintenance tracking software. It had been tracked under Solutions for Transit and most currently under EAM which is what National Express was using. This software has proven to be not user friendly or available for YCIPTA staff to use. We are reviewing Dossier on Demand, RTA and Cetaris.
- **FTA 5339 Grant:** YCIPTA received a 2017 FTA Section 5307/5339 Competitive Funding Pool Award through ADOT in the amount of \$648,000 that will be used to purchase 2 more Gillig buses.
- **FTA Real Estate Training:** I completed the training course for acquiring real estate using FTA funds.
- **ADOT 5310/5311 Implementation Meetings:** Staff attended both 5310 and 5311 Implementation meetings with ADOT.

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

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

Shelly Kreger, Transit Director

## July 2017 - Ridership and Fares

Routes	CASH FARES			PASS MEDIA			MISC. REV		SPECIALTY REVENUE					STATISTICS		Riders Guide/ Paper	Passenger Total
	Basic \$2	Deviation \$2	Disc \$1	Day Pass \$5	Pass Accepted	Disc Pass \$2.50	Trfr	Free Ride	AZTEC	YPIC	AWC	Cocopah	Vista	W/C	Bike		
Orange 2	294		96	32	437	28			1	1	429	17	1	3	29	8	1,336
Brown 3	52	19	65	13	152	16	1		-	-	29	2	-	1	22	6	349
Green 4	254		223	82	587	66			5	1	112	100	1	9	59	7	1,431
Blue 5	290		151	90	417	38			3		7	109		13	30	4	1,105
Purple 6	318		272	85	271	30			1		28	1,683	1	25	88	10	2,689
Green 4A	154		149	65	494	77			1	2	66	44	1	11	44	4	1,053
Gold 8	21	1	9	8	15	16	4				12	2					88
Silver 9	9		2	15	1						100						127
Turquoise 10	132													8	1		132
Yellow 95	5,748		3,270	1,148	3,108	312			21	4	427	365	14	36	317	41	14,417
NightCAT	40		5		35						47	19					146
<b>Total</b>	<b>7,312</b>	<b>20</b>	<b>4,242</b>	<b>1,538</b>	<b>5,517</b>	<b>583</b>	<b>5</b>		<b>32</b>	<b>8</b>	<b>1,257</b>	<b>2,341</b>	<b>18</b>	<b>106</b>	<b>590</b>	<b>80</b>	<b>22,873</b>

Cash Fares Collected - All	
Basic \$2	\$14,624.00
Deviation \$2	\$40.00
Disc \$1	\$4,242.00
Day Pass \$5	\$7,690.00
Discount Pass \$2.50	\$1,457.50
Guides/ Paper \$0.50	\$40.00
<b>Grand Total</b>	<b>\$28,093.50</b>

Total Wheelchairs	106
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## Yuma County Intergovernmental Public Transportation Authority

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### Summary Financial Report for August 2017

This report is a summary for the period July and August 2017. The attached monthly profit and loss statements are unaudited figures.

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

#### **August 31, 2017**

Greyhound	\$7,091.87
General	\$328,127.39
Payroll	\$19,902.36
Fare Revenue	\$48,351.32

#### **August 31, 2017**

YC Treasurer	\$207,419.80
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#### **Greyhound sales by Month**

July	\$10,989.25
August	\$14,282.70

#### **Fare Revenue by Month**

##### **July 2017**

YCAT	\$25,588.27
On Call	\$462.65

##### **August 2017**

YCAT	\$44,548.15
On Call	\$895.00

*Accounts payable* as of August 31, 2017, was \$274,696.95  
*Accounts receivable* as of August 31, 2017, was \$268,569.50

Accounts payable includes July 2017 invoice for National Express.

**Yuma County Intergovernmental Public Transportation Auth.**  
**Executive Board P&L**  
July 2017

	2017				2016			
	Jul 17	Jul 17	YTD Budget	% of Budget	Jul 16	Jul 16	YTD Budget	% of Budget
<b>Ordinary Income/Expense</b>					<b>Ordinary Income/Expense</b>			
<b>Income</b>					<b>Income</b>			
<b>40000 - Intergovernmental</b>					<b>40000 - Intergovernmental</b>			
40700 - Miscellaneous Revenues					40700 - Miscellaneous Revenues			
40799-3 - Advertising Sales	0.00	0.00	16,000.00	0.0%	3,375.00	3,375.00	16,000.00	21.09%
40799-4 - Greyhound Commissions - YCIPTA	-2,261.13	-2,261.13	31,200.00	-7.25%	2,625.71	2,625.71	30,000.00	8.75%
40799-5 - Interest	86.63	86.63	1,400.00	6.19%	320.73	320.73	0.00	100.0%
40799-6 - Miscellaneous Revenues	72.89	72.89	1,400.00	5.21%	157.64	157.64		
<b>Total 40700 - Miscellaneous Revenues</b>	<b>-2,101.61</b>	<b>-2,101.61</b>	<b>50,000.00</b>	<b>-4.2%</b>	<b>6,479.08</b>	<b>6,479.08</b>	<b>46,000.00</b>	<b>14.09%</b>
40900 - Local Funding					40900 - Local Funding			
40900-2 - Local Transit Dues	516,739.00	516,739.00	516,739.00	100.0%	516,739.00	516,739.00	516,739.00	100.0%
40900-4 - Contributions Public Entities	69,750.00	69,750.00	494,023.00	14.12%	101,205.43	101,205.43	367,686.00	27.53%
<b>Total 40900 - Local Funding</b>	<b>586,489.00</b>	<b>586,489.00</b>	<b>1,010,762.00</b>	<b>58.02%</b>	<b>617,944.43</b>	<b>617,944.43</b>	<b>884,425.00</b>	<b>69.87%</b>
41101 - State Grants					41101 - State Grants			
41101-1 - ADOT 5311	0.00	0.00	2,402,432.00	0.0%	78,918.48	78,918.48	1,099,107.00	7.18%
41101-2 - ADOT 5310	0.00	0.00	50,000.00	0.0%	0.00	0.00	25,000.00	0.0%
<b>Total 41101 - State Grants</b>	<b>0.00</b>	<b>0.00</b>	<b>2,452,432.00</b>	<b>0.0%</b>	<b>78,918.48</b>	<b>78,918.48</b>	<b>1,124,107.00</b>	<b>7.02%</b>
41300 - Federal Grant Revenue					41300 - Federal Grant Revenue			
41399-1 - FTA 5307	0.00	0.00	8,645,290.00	0.0%	101,935.00	101,935.00	5,173,174.00	1.97%
41399-4 - State Capital Grant	0.00	0.00	272,810.00	0.0%	0.00	0.00	145,792.00	0.0%
<b>Total 41300 - Federal Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>8,918,100.00</b>	<b>0.0%</b>	<b>101,935.00</b>	<b>101,935.00</b>	<b>5,318,966.00</b>	<b>1.92%</b>
<b>Total 40000 - Intergovernmental</b>	<b>584,387.39</b>	<b>584,387.39</b>	<b>12,431,294.00</b>	<b>4.7%</b>	<b>805,276.99</b>	<b>805,276.99</b>	<b>7,373,498.00</b>	<b>10.92%</b>
<b>41000 - Charges for Service</b>					<b>41000 - Charges for Service</b>			
40100 - Fare Revenue					40100 - Fare Revenue			
40101 - YCAT Fares	25,588.27	25,588.27	412,638.00	6.2%	26,566.83	26,566.83	360,001.00	7.38%
40190 - On Call Fares	462.65	462.65	9,784.00	4.73%	414.00	414.00	8,400.00	4.93%
<b>Total 40100 - Fare Revenue</b>	<b>26,050.92</b>	<b>26,050.92</b>	<b>422,422.00</b>	<b>6.17%</b>	<b>26,980.83</b>	<b>26,980.83</b>	<b>368,401.00</b>	<b>7.32%</b>
<b>Total 41000 - Charges for Service</b>	<b>26,050.92</b>	<b>26,050.92</b>	<b>422,422.00</b>	<b>6.17%</b>	<b>26,980.83</b>	<b>26,980.83</b>	<b>368,401.00</b>	<b>7.32%</b>
<b>Total Income</b>	<b>610,438.31</b>	<b>610,438.31</b>	<b>12,853,716.00</b>	<b>4.75%</b>	<b>832,257.82</b>	<b>832,257.82</b>	<b>7,741,899.00</b>	<b>10.75%</b>
<b>Gross Profit</b>	<b>610,438.31</b>	<b>610,438.31</b>	<b>12,853,716.00</b>	<b>4.75%</b>	<b>832,257.82</b>	<b>832,257.82</b>	<b>7,741,899.00</b>	<b>10.75%</b>
<b>Expense</b>					<b>Expense</b>			
50100 - Salaries and Wages					50100 - Salaries and Wages			
50102 - Regular Salaries and Wage	21,942.08	21,942.08	310,607.00	7.06%	9,497.34	9,497.34	260,190.00	3.65%
50103 - Temporary Employee Salaries	800.00	800.00	5,000.00	16.0%	0.00	0.00	8,000.00	0.0%
<b>Total 50100 - Salaries and Wages</b>	<b>22,742.08</b>	<b>22,742.08</b>	<b>315,607.00</b>	<b>7.21%</b>	<b>9,497.34</b>	<b>9,497.34</b>	<b>268,190.00</b>	<b>3.54%</b>
50200 - Fringe Benefits					50200 - Fringe Benefits			
50201 - FICA- SS & Medicare	1,739.77	1,739.77	26,122.00	6.66%	1,338.62	1,338.62	21,882.00	6.12%
50202 - ASRS	2,523.35	2,523.35	35,720.00	7.06%	2,008.82	2,008.82	29,870.00	6.73%
50203 - Health Insurance	3,215.00	3,215.00	50,736.00	6.34%	2,914.00	2,914.00	43,488.00	6.7%

Yuma County Intergovernmental Public Transportation Auth.  
Executive Board P&L  
July 2017

	2017				2016				
	Jul 17	Jul 17	YTD Budget	% of Budget	Jul 16	Jul 16	YTD Budget	% of Budget	
50204 - FUTA	17.01	17.01	500.00	3.4%	50204 - FUTA	7.96	7.96	300.00	2.65%
50205 - Life Insurance	51.70	51.70	3,969.00	1.3%	50205 - Life Insurance	110.00	110.00	1,500.00	7.33%
50207 - State Unemployment	0.00	0.00	3,000.00	0.0%	50207 - State Unemployment	587.76	587.76	9,100.00	6.46%
50208 - Workers Compensation Ins	-82.59	-82.59	2,500.00	-3.3%	50208 - Workers Compensation Ins	0.00	0.00	2,300.00	0.0%
<b>Total 50200 - Fringe Benefits</b>	<b>7,464.24</b>	<b>7,464.24</b>	<b>122,547.00</b>	<b>6.09%</b>	<b>Total 50200 - Fringe Benefits</b>	<b>6,967.16</b>	<b>6,967.16</b>	<b>108,440.00</b>	<b>6.43%</b>
<b>50300 - Services</b>					<b>50300 - Services</b>				
50301-1 - ADA Paratransit	0.00	0.00	320,000.00	0.0%	50301-1 - ADA Paratransit	8,310.45	8,310.45	112,000.00	7.42%
50301-2 - Accounting & Audit	0.00	0.00	25,000.00	0.0%	50301-2 - Accounting & Audit	0.00	0.00	24,070.00	0.0%
50301-3 - Vanpool Subsidy	0.00	0.00	126,000.00	0.0%	50301-3 - Vanpool Subsidy	21,000.00	21,000.00	126,000.00	16.67%
50302 - Advertising	1,409.90	1,409.90	80,000.00	1.76%	50302 - Advertising	3,795.82	3,795.82	55,000.00	6.9%
50303-1 - Legal Services	1,110.00	1,110.00	15,000.00	7.4%	50303-1 - Legal Services	900.00	900.00	15,000.00	6.0%
50303-2 - Cash Handel/Payroll Proce	470.24	470.24	6,300.00	7.46%	50303-2 - Cash Handel/Payroll Process	413.49	413.49	6,000.00	6.89%
50303-3 - IT Support/Web Developm	845.00	845.00	15,000.00	5.63%	50303-3 - IT Support/Web Developmen	890.00	890.00	19,000.00	4.68%
50304 - Temporary Help	0.00	0.00	3,000.00	0.0%	50304 - Temporary Help	1,998.80	1,998.80	18,400.00	10.86%
50305-0 - Bus Contractor	149,226.03	149,226.03	2,393,562.00	6.23%	50305-0 - Bus Contractor	201,851.76	201,851.76	2,646,355.00	7.63%
50305-1 - Contract Costs	12,361.82	12,361.82	69,600.00	17.76%	50305-1 - Contract Costs	0.00	0.00	52,833.00	0.0%
50305-2 - Equipment Maintenance	0.00	0.00	40,000.00	0.0%	50305-2 - Equipment Maintenance	19,610.50	19,610.50	127,195.00	15.42%
50305-3 - Office Equip Repair	0.00	0.00	3,000.00	0.0%	50305-3 - Office Equip Repair	0.00	0.00	3,000.00	0.0%
50305-4 - Vehicle Repair & Maintanc	0.00	0.00	280,000.00	0.0%	50305-4 - Vehicle Repair & Maintanc	0.00	0.00	528,666.00	0.0%
50305-5 - Building Repairs & Mainta	0.00	0.00	12,000.00	0.0%	50305-5 - Building Repairs & Maintanc	1,169.96	1,169.96	12,000.00	9.75%
50305-6 - Communications/Radio Se	13,650.00	13,650.00	4,000.00	341.25%	50305-6 - Communications/Radio Serv	125.32	125.32	15,000.00	0.84%
50305-7 - Grounds Keeping/Pest Co	0.00	0.00	500.00	0.0%	50305-7 - Grounds Keeping/Pest Conti	0.00	0.00	2,500.00	0.0%
50305-8 - Software Updates/Mainten	2,514.38	2,514.38	50,400.00	4.99%	50305-8 - Software Updates/Maintenan	1,788.05	1,788.05	33,000.00	5.42%
50307 - Security Services	0.00	0.00	500.00	0.0%	50306-1 - Bus Cleaning Services	0.00	0.00	0.00	0.0%
<b>Total 50300 - Services</b>	<b>181,587.37</b>	<b>181,587.37</b>	<b>3,443,862.00</b>	<b>5.27%</b>	50306 - Janitorial Service	0.00	0.00	0.00	0.0%
<b>50400 - Materials and Supplies</b>					50307 - Security Services	0.00	0.00	1,500.00	0.0%
50401 - Fuel, Oil, Lubricants	26,522.80	26,522.80	400,000.00	6.63%	<b>Total 50300 - Services</b>	<b>261,854.15</b>	<b>261,854.15</b>	<b>3,797,519.00</b>	<b>6.9%</b>
50499-1 - Office Supplies	257.19	257.19	7,000.00	3.67%	<b>50400 - Materials and Supplies</b>				
50499-2 - Postage	0.00	0.00	1,700.00	0.0%	50401 - Fuel, Oil, Lubricants	25,724.61	25,724.61	470,000.00	5.47%
50499-3 - Printing	957.84	957.84	25,000.00	3.83%	50499-1 - Office Supplies	274.30	274.30	7,000.00	3.92%
50499-4 - Misc Materials & Supplies	234.32	234.32	25,000.00	0.94%	50499-2 - Postage	213.73	213.73	1,700.00	12.57%
<b>Total 50400 - Materials and Supplies</b>	<b>27,972.15</b>	<b>27,972.15</b>	<b>458,700.00</b>	<b>6.1%</b>	50499-3 - Printing	362.42	362.42	25,000.00	1.45%
<b>50500 - Utilities</b>					50499-4 - Misc Materials & Supplies	179.36	179.36	25,000.00	0.72%
50501 - Electricity	1,733.69	1,733.69	17,000.00	10.2%	<b>Total 50400 - Materials and Supplies</b>	<b>26,754.42</b>	<b>26,754.42</b>	<b>528,700.00</b>	<b>5.06%</b>
50502-1 - Refuse Disposal	155.20	155.20	1,200.00	12.93%	<b>50500 - Utilities</b>				
50502-2 - Water - Offices	123.74	123.74	1,000.00	12.37%	50501 - Electricity	1,849.20	1,849.20	18,000.00	10.27%
<b>Total 50500 - Utilities</b>	<b>2,012.63</b>	<b>2,012.63</b>	<b>19,200.00</b>	<b>10.48%</b>	50502-1 - Refuse Disposal	0.00	0.00	1,200.00	0.0%
<b>50600 - Casualty and Liability Insuranc</b>					50502-2 - Water - Offices	61.34	61.34	1,600.00	3.83%
50608-1 - Gen Liab Insurance	-157.57	-157.57	3,500.00	-4.5%	<b>Total 50500 - Utilities</b>	<b>1,910.54</b>	<b>1,910.54</b>	<b>20,800.00</b>	<b>9.19%</b>
50608-2 - Prof. Liability Insurance	-368.89	-368.89	4,500.00	-8.2%	<b>50600 - Casualty and Liability Insuranc</b>				
50608-3 - Automobile Insurance	-570.45	-570.45	9,500.00	-6.01%	50608-1 - Gen Liab Insurance	0.00	0.00	3,000.00	0.0%
					50608-2 - Prof. Liability Insurance	0.00	0.00	4,200.00	0.0%
					50608-3 - Automobile Insurance	0.00	0.00	9,000.00	0.0%

**Yuma County Intergovernmental Public Transportation Auth.**  
**Executive Board P&L**  
July 2017

	2017					2016			
	Jul 17	Jul 17	YTD Budget	% of Budget		Jul 16	Jul 16	YTD Budget	% of Budget
<b>Total 50600 - Casualty and Liability</b>	-1,096.91	-1,096.91	17,500.00	-6.27%	<b>Total 50600 - Casualty and Liability Insura</b>	0.00	0.00	16,200.00	0.0%
<b>50900 - Miscellaneous Expenses</b>					<b>50900 - Miscellaneous Expenses</b>				
50901 - Memberships/Dues/Subscript	7,612.00	7,612.00	18,000.00	42.29%	50901 - Memberships/Dues/Subscriptio	7,872.00	7,872.00	18,000.00	43.73%
50902 - Travel Expenses	2,463.18	2,463.18	25,000.00	9.85%	50902 - Travel Expenses	585.40	585.40	25,000.00	2.34%
50906 - Finance Charges/Penalties	28.32	28.32	13,000.00	0.22%	50906 - Finance Charges/Penalties	33.11	33.11	15,100.00	0.22%
50999-1 - License and Permits	0.00	0.00	300.00	0.0%	50999-1 - License and Permits	0.00	0.00	300.00	0.0%
50999-2 - Training/Education	548.00	548.00	25,000.00	2.19%	50999-2 - Training/Education	0.00	0.00	10,000.00	0.0%
50999-3 - Other Misc Expense	100.00	100.00	156,800.00	0.06%	50999-3 - Other Misc Expense	1,432.94	1,432.94	6,800.00	21.07%
50999-5 - Telephone/Internet	503.59	503.59	8,000.00	6.3%	50999-4 - Miscellaneous Consumables	0.00	0.00	0.00	0.0%
50900 - Miscellaneous Expenses - O	0.00	0.00			50999-5 - Telephone/Internet	543.19	543.19	8,000.00	6.79%
<b>Total 50900 - Miscellaneous Expens</b>	<b>11,255.09</b>	<b>11,255.09</b>	<b>246,100.00</b>	<b>4.57%</b>	<b>Total 50900 - Miscellaneous Expenses</b>	<b>10,466.64</b>	<b>10,466.64</b>	<b>83,200.00</b>	<b>12.58%</b>
<b>51200 - Leases and Rentals</b>					<b>51200 - Leases and Rentals</b>				
51212-1 - Building Lease	4,200.00	4,200.00	50,400.00	8.33%	51212-1 - Building Lease	4,200.00	4,200.00	50,400.00	8.33%
51212-2 - Leases Rental Equipment	0.00	0.00	1,000.00	0.0%	51212-2 - Leases Rental Equipment	0.00	0.00	1,000.00	0.0%
51212-3 - Bus Lease	0.00	0.00	90,000.00	0.0%	51212-3 - Bus Lease	0.00	0.00		
<b>Total 51200 - Leases and Rentals</b>	<b>4,200.00</b>	<b>4,200.00</b>	<b>141,400.00</b>	<b>2.97%</b>	<b>Total 51200 - Leases and Rentals</b>	<b>4,200.00</b>	<b>4,200.00</b>	<b>51,400.00</b>	<b>8.17%</b>
<b>51600 - Capital Outlay</b>					<b>51600 - Capital Outlay</b>				
51600-3 - Buildings/Mutli Modal Cen	1,200.00	1,200.00	3,787,500.00	0.03%	51600-1 - Capital Outlay - less than \$5I	0.00	0.00	20,000.00	0.0%
51600-5 - Automobiles	0.00	0.00	3,272,000.00	0.0%	51600-3 - Buildings/Mutli Modal Cente	0.00	0.00	2,687,450.00	0.0%
51600-6 - Furniture and Equipment	0.00	0.00	1,029,300.00	0.0%	51600-5 - Automobiles	0.00	0.00	0.00	0.0%
<b>Total 51600 - Capital Outlay</b>	<b>1,200.00</b>	<b>1,200.00</b>	<b>8,088,800.00</b>	<b>0.02%</b>	51600-6 - Furniture and Equipment	0.00	0.00	160,000.00	0.0%
<b>Total Expense</b>	<b>257,336.65</b>	<b>257,336.65</b>	<b>12,853,716.00</b>	<b>2.0%</b>	<b>Total 51600 - Capital Outlay</b>	<b>0.00</b>	<b>0.00</b>	<b>2,867,450.00</b>	<b>0.0%</b>
<b>Net Ordinary Income</b>	<b>353,101.66</b>	<b>353,101.66</b>	<b>0.00</b>	<b>100.0%</b>	<b>Total Expense</b>	<b>321,650.25</b>	<b>321,650.25</b>	<b>7,741,899.00</b>	<b>4.16%</b>
<b>Other Income/Expense</b>					<b>Net Ordinary Income</b>	<b>510,607.57</b>	<b>510,607.57</b>	<b>0.00</b>	<b>100.0%</b>
<b>Other Income</b>					<b>Other Income</b>				
70000 - In Kind Contributions	0.00	0.00	590,643.00	0.0%	70000 - In Kind Contributions	0.00	0.00	527,517.00	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>590,643.00</b>	<b>0.0%</b>	<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>527,517.00</b>	<b>0.0%</b>
<b>Other Expense</b>					<b>Other Expense</b>				
70001 - In Kind Expenses	0.00	0.00	590,643.00	0.0%	70001 - In Kind Expenses	0.00	0.00	527,517.00	0.0%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>590,643.00</b>	<b>0.0%</b>	<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>527,517.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>	<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>353,101.66</b>	<b>353,101.66</b>	<b>0.00</b>	<b>100.0%</b>	<b>Net Income</b>	<b>510,607.57</b>	<b>510,607.57</b>	<b>0.00</b>	<b>100.0%</b>

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	2017			
	Aug 17	Jul - Aug 17	YTD Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>40000 - Intergovernmental</b>				
<b>40700 - Miscellaneous Revenues</b>				
<b>40799-3 - Advertising Sales</b>	302.50	302.50	16,000.00	1.89%
<b>40799-4 - Greyhound Commissions - YCIPTA</b>	3,240.94	979.81	31,200.00	3.14%
<b>40799-5 - Interest</b>	226.33	312.96	1,400.00	22.35%
<b>40799-6 - Miscellaneous Revenues</b>	5.70	78.59	1,400.00	5.61%
<b>Total 40700 - Miscellaneous Revenue</b>	<b>3,775.47</b>	<b>1,673.86</b>	<b>50,000.00</b>	<b>3.35%</b>
<b>40900 - Local Funding</b>				
<b>40900-2 - Local Transit Dues</b>	0.00	516,739.00	516,739.00	100.0%
<b>40900-4 - Contributions Public Entities</b>	0.00	69,750.00	494,023.00	14.12%
<b>Total 40900 - Local Funding</b>	<b>0.00</b>	<b>586,489.00</b>	<b>1,010,762.00</b>	<b>58.02%</b>
<b>41101 - State Grants</b>				
<b>41101-1 - ADOT 5311</b>	0.00	0.00	2,402,432.00	0.0%
<b>41101-2 - ADOT 5310</b>	0.00	0.00	50,000.00	0.0%
<b>Total 41101 - State Grants</b>	<b>0.00</b>	<b>0.00</b>	<b>2,452,432.00</b>	<b>0.0%</b>
<b>41300 - Federal Grant Revenue</b>				
<b>41399-1 - FTA 5307</b>	0.00	0.00	8,645,290.00	0.0%
<b>41399-4 - SIP Capital Grant</b>	0.00	0.00	272,810.00	0.0%
<b>Total 41300 - Federal Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>8,918,100.00</b>	<b>0.0%</b>
<b>Total 40000 - Intergovernmental</b>	<b>3,775.47</b>	<b>588,162.86</b>	<b>12,431,294.00</b>	<b>4.73%</b>
<b>41000 - Charges for Service</b>				
<b>40100 - Fare Revenue</b>				
<b>40101 - YCAT Fares</b>	44,548.15	70,136.42	412,638.00	17.0%
<b>40190 - On Call Fares</b>	895.00	1,357.65	9,784.00	13.88%
<b>Total 40100 - Fare Revenue</b>	<b>45,443.15</b>	<b>71,494.07</b>	<b>422,422.00</b>	<b>16.93%</b>
<b>Total 41000 - Charges for Service</b>	<b>45,443.15</b>	<b>71,494.07</b>	<b>422,422.00</b>	<b>16.93%</b>
<b>Total Income</b>	<b>49,218.62</b>	<b>659,656.93</b>	<b>12,853,716.00</b>	<b>5.13%</b>
<b>Gross Profit</b>	<b>49,218.62</b>	<b>659,656.93</b>	<b>12,853,716.00</b>	<b>5.13%</b>
<b>Expense</b>				
<b>50100 - Salaries and Wages</b>				
<b>50102 - Regular Salaries and Wage</b>	22,744.08	44,686.16	310,607.00	14.39%
<b>50103 - Temporary Employee Salarie</b>	0.00	800.00	5,000.00	16.0%
<b>Total 50100 - Salaries and Wages</b>	<b>22,744.08</b>	<b>45,486.16</b>	<b>315,607.00</b>	<b>14.41%</b>
<b>50200 - Fringe Benefits</b>				
<b>50201 - FICA- SS &amp; Medicare</b>	1,739.92	3,479.69	26,122.00	13.32%
<b>50202 - ASRS</b>	2,615.56	5,138.91	35,720.00	14.39%

	2016			
	Aug 16	Jul - Aug 16	YTD Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>40000 - Intergovernmental</b>				
<b>40700 - Miscellaneous Revenues</b>				
<b>40799-3 - Advertising Sales</b>	3,127.50	6,502.50	16,000.00	40.64%
<b>40799-4 - Greyhound Commissions - YCIPTA</b>	-731.80	1,893.91	30,000.00	6.31%
<b>40799-5 - Interest</b>	364.25	684.98	0.00	100.0%
<b>40799-6 - Miscellaneous Revenues</b>	12.00	169.64		
<b>Total 40700 - Miscellaneous Revenues</b>	<b>2,771.95</b>	<b>9,251.03</b>	<b>46,000.00</b>	<b>20.11%</b>
<b>40900 - Local Funding</b>				
<b>40900-2 - Local Transit Dues</b>	0.00	516,739.00	516,739.00	100.0%
<b>40900-4 - Contributions Public Entities</b>	36,620.23	137,825.66	367,686.00	37.49%
<b>Total 40900 - Local Funding</b>	<b>36,620.23</b>	<b>654,564.66</b>	<b>884,425.00</b>	<b>74.01%</b>
<b>41101 - State Grants</b>				
<b>41101-1 - ADOT 5311</b>	104,546.05	183,464.53	1,099,107.00	16.69%
<b>41101-2 - ADOT 5310</b>	0.00	0.00	25,000.00	0.0%
<b>Total 41101 - State Grants</b>	<b>104,546.05</b>	<b>183,464.53</b>	<b>1,124,107.00</b>	<b>16.32%</b>
<b>41300 - Federal Grant Revenue</b>				
<b>41399-1 - FTA 5307</b>	98,177.00	200,112.00	5,173,174.00	3.87%
<b>41399-4 - SIP Capital Grant</b>	0.00	0.00	145,792.00	0.0%
<b>Total 41300 - Federal Grant Revenue</b>	<b>98,177.00</b>	<b>200,112.00</b>	<b>5,318,966.00</b>	<b>3.76%</b>
<b>Total 40000 - Intergovernmental</b>	<b>242,115.23</b>	<b>1,047,392.22</b>	<b>7,373,498.00</b>	<b>14.21%</b>
<b>41000 - Charges for Service</b>				
<b>40100 - Fare Revenue</b>				
<b>40101 - YCAT Fares</b>	34,495.07	61,061.90	360,001.00	16.96%
<b>40190 - On Call Fares</b>	966.00	1,380.00	8,400.00	16.43%
<b>Total 40100 - Fare Revenue</b>	<b>35,461.07</b>	<b>62,441.90</b>	<b>368,401.00</b>	<b>16.95%</b>
<b>Total 41000 - Charges for Service</b>	<b>35,461.07</b>	<b>62,441.90</b>	<b>368,401.00</b>	<b>16.95%</b>
<b>Total Income</b>	<b>277,576.30</b>	<b>1,109,834.12</b>	<b>7,741,899.00</b>	<b>14.34%</b>
<b>Gross Profit</b>	<b>277,576.30</b>	<b>1,109,834.12</b>	<b>7,741,899.00</b>	<b>14.34%</b>
<b>Expense</b>				
<b>50100 - Salaries and Wages</b>				
<b>50102 - Regular Salaries and Wage</b>	19,470.25	28,967.59	260,190.00	11.13%
<b>50103 - Temporary Employee Salaries</b>	0.00	0.00	8,000.00	0.0%
<b>Total 50100 - Salaries and Wages</b>	<b>19,470.25</b>	<b>28,967.59</b>	<b>268,190.00</b>	<b>10.8%</b>
<b>50200 - Fringe Benefits</b>				
<b>50201 - FICA- SS &amp; Medicare</b>	1,489.48	2,828.10	21,882.00	12.92%
<b>50202 - ASRS</b>	2,236.25	4,245.07	29,870.00	14.21%

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50203 - Health Insurance	3,390.00	6,605.00	50,736.00	13.02%
50204 - FUTA	9.60	26.61	500.00	5.32%
50205 - Life Insurance	58.30	110.00	3,969.00	2.77%
50207 - State Unemployment	0.00	0.00	3,000.00	0.0%
50208 - Workers Compensation Ins	311.86	229.27	2,500.00	9.17%
<b>Total 50200 - Fringe Benefits</b>	<b>8,125.24</b>	<b>15,589.48</b>	<b>122,547.00</b>	<b>12.72%</b>
<b>50300 - Services</b>				
50301-1 - ADA Paratransit	0.00	0.00	320,000.00	0.0%
50301-2 - Accounting & Audit	0.00	0.00	25,000.00	0.0%
50301-3 - Vanpool Subsidy	19,500.00	19,500.00	126,000.00	15.48%
50302 - Advertising	6,096.86	7,506.76	80,000.00	9.38%
50303-1 - Legal Services	1,503.75	2,613.75	15,000.00	17.43%
50303-2 - Cash Handel/Payroll Proce	646.77	1,117.01	6,300.00	17.73%
50303-3 - IT Support/Web Developme	845.00	1,690.00	15,000.00	11.27%
50304 - Temporary Help	0.00	0.00	3,000.00	0.0%
50305-0 - Bus Contractor	-35.00	149,191.03	2,393,562.00	6.23%
50305-1 - Contract Costs	0.00	12,361.82	69,600.00	17.76%
50305-2 - Equipment Maintenance	0.00	0.00	40,000.00	0.0%
50305-3 - Office Equip Repair	770.00	770.00	3,000.00	25.67%
50305-4 - Vehicle Repair & Maintance	0.00	0.00	280,000.00	0.0%
50305-5 - Building Repairs & Maintan	0.00	0.00	12,000.00	0.0%
50305-6 - Communications/Radio Ser	0.00	13,650.00	4,000.00	341.25%
50305-7 - Grounds Keeping/Pest Con	0.00	0.00	500.00	0.0%
50305-8 - Software Updates/Mainten	0.00	2,514.38	50,400.00	4.99%
50307 - Security Services	0.00	0.00	500.00	0.0%
<b>Total 50300 - Services</b>	<b>29,327.38</b>	<b>210,914.75</b>	<b>3,443,862.00</b>	<b>6.12%</b>
<b>50400 - Materials and Supplies</b>				
50401 - Fuel, Oil, Lubricants	33,730.35	60,253.15	400,000.00	15.06%
50499-1 - Office Supplies	182.18	439.37	7,000.00	6.28%
50499-2 - Postage	60.00	60.00	1,700.00	3.53%
50499-3 - Printing	758.38	1,716.22	25,000.00	6.87%
50499-4 - Misc Materials & Supplies	97.63	331.95	25,000.00	1.33%
<b>Total 50400 - Materials and Supplies</b>	<b>34,828.54</b>	<b>62,800.69</b>	<b>458,700.00</b>	<b>13.69%</b>
<b>50500 - Utilities</b>				
50501 - Electricity	1,743.60	3,477.29	17,000.00	20.46%
50502-1 - Refuse Disposal	123.20	278.40	1,200.00	23.2%
50502-2 - Water - Offices	101.57	225.31	1,000.00	22.53%
<b>Total 50500 - Utilities</b>	<b>1,968.37</b>	<b>3,981.00</b>	<b>19,200.00</b>	<b>20.73%</b>
<b>50600 - Casualty and Liability Insuranc</b>				
50608-1 - Gen Liab Insurance	582.91	425.34	3,500.00	12.15%

	2016			
	Aug 16	Jul - Aug 16	YTD Budget	% of Budget
50203 - Health Insurance	2,914.00	5,828.00	43,488.00	13.4%
50204 - FUTA	7.96	15.92	300.00	5.31%
50205 - Life Insurance	0.00	110.00	1,500.00	7.33%
50207 - State Unemployment	0.00	587.76	9,100.00	6.46%
50208 - Workers Compensation Ins	567.23	567.23	2,300.00	24.66%
<b>Total 50200 - Fringe Benefits</b>	<b>7,214.92</b>	<b>14,182.08</b>	<b>108,440.00</b>	<b>13.08%</b>
<b>50300 - Services</b>				
50301-1 - ADA Paratransit	12,824.69	21,135.14	112,000.00	18.87%
50301-2 - Accounting & Audit	0.00	0.00	24,070.00	0.0%
50301-3 - Vanpool Subsidy	10,500.00	31,500.00	126,000.00	25.0%
50302 - Advertising	4,733.09	8,528.91	55,000.00	15.51%
50303-1 - Legal Services	1,685.00	2,585.00	15,000.00	17.23%
50303-2 - Cash Handel/Payroll Processing	581.68	995.17	6,000.00	16.53%
50303-3 - IT Support/Web Development	1,240.00	2,130.00	19,000.00	11.21%
50304 - Temporary Help	2,623.43	4,622.23	18,400.00	25.12%
50305-0 - Bus Contractor	224,948.99	426,800.75	2,646,355.00	16.13%
50305-1 - Contract Costs	378.00	378.00	52,833.00	0.72%
50305-2 - Equipment Maintenance	434.52	20,045.02	127,195.00	15.76%
50305-3 - Office Equip Repair	0.00	0.00	3,000.00	0.0%
50305-4 - Vehicle Repair & Maintance	0.00	0.00	528,666.00	0.0%
50305-5 - Building Repairs & Maintance	685.16	1,855.12	12,000.00	15.46%
50305-6 - Communications/Radio Service	125.32	250.64	15,000.00	1.67%
50305-7 - Grounds Keeping/Pest Control	0.00	0.00	2,500.00	0.0%
50305-8 - Software Updates/Maintenance	663.35	2,451.40	33,000.00	7.43%
50306-1 - Bus Cleaning Services	0.00	0.00	0.00	0.0%
50306 - Janitorial Service	0.00	0.00	0.00	0.0%
50307 - Security Services	0.00	0.00	1,500.00	0.0%
<b>Total 50300 - Services</b>	<b>261,423.23</b>	<b>523,277.38</b>	<b>3,797,519.00</b>	<b>13.78%</b>
<b>50400 - Materials and Supplies</b>				
50401 - Fuel, Oil, Lubricants	29,943.46	55,668.07	470,000.00	11.84%
50499-1 - Office Supplies	730.45	1,004.75	7,000.00	14.35%
50499-2 - Postage	78.84	292.57	1,700.00	17.21%
50499-3 - Printing	2,956.39	3,318.81	25,000.00	13.28%
50499-4 - Misc Materials & Supplies	420.38	599.74	25,000.00	2.4%
<b>Total 50400 - Materials and Supplies</b>	<b>34,129.52</b>	<b>60,883.94</b>	<b>528,700.00</b>	<b>11.52%</b>
<b>50500 - Utilities</b>				
50501 - Electricity	1,777.02	3,626.22	18,000.00	20.15%
50502-1 - Refuse Disposal	46.40	46.40	1,200.00	3.87%
50502-2 - Water - Offices	67.54	128.88	1,600.00	8.06%
<b>Total 50500 - Utilities</b>	<b>1,890.96</b>	<b>3,801.50</b>	<b>20,800.00</b>	<b>18.28%</b>
<b>50600 - Casualty and Liability Insuranc</b>				
50608-1 - Gen Liab Insurance	761.65	761.65	3,000.00	25.39%

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	2017					2016			
	Aug 17	Jul - Aug 17	YTD Budget	% of Budget		Aug 16	Jul - Aug 16	YTD Budget	% of Budget
50608-2 · Prof. Liability Insurance	1,603.60	1,234.71	4,500.00	27.44%	50608-2 · Prof. Liability Insurance	1,528.23	1,528.23	4,200.00	36.39%
50608-3 · Automobile Insurance	1,083.63	513.18	9,500.00	5.4%	50608-3 · Automobile Insurance	1,735.17	1,735.17	9,000.00	19.28%
<b>Total 50600 · Casualty and Liability</b>	<b>3,270.14</b>	<b>2,173.23</b>	<b>17,500.00</b>	<b>12.42%</b>	<b>Total 50600 · Casualty and Liability Insuran</b>	<b>4,025.05</b>	<b>4,025.05</b>	<b>16,200.00</b>	<b>24.85%</b>
<b>50900 · Miscellaneous Expenses</b>					<b>50900 · Miscellaneous Expenses</b>				
50901 · Memberships/Dues/Subscripti	500.00	8,112.00	18,000.00	45.07%	50901 · Memberships/Dues/Subscriptions	0.00	7,872.00	18,000.00	43.73%
50902 · Travel Expenses	1,571.75	4,034.93	25,000.00	16.14%	50902 · Travel Expenses	442.38	1,027.78	25,000.00	4.11%
50906 · Finance Charges/Penalties	3,555.47	3,583.79	13,000.00	27.57%	50906 · Finance Charges/Penalties	3,430.98	3,464.09	15,100.00	22.94%
50999-1 · License and Permits	0.00	0.00	300.00	0.0%	50999-1 · License and Permits	0.00	0.00	300.00	0.0%
50999-2 · Training/Education	0.00	548.00	25,000.00	2.19%	50999-2 · Training/Education	0.00	0.00	10,000.00	0.0%
50999-3 · Other Misc Expense	42.18	142.18	156,800.00	0.09%	50999-3 · Other Misc Expense	211.10	1,644.04	6,800.00	24.18%
50999-5 · Telephone/Internet	666.73	1,170.32	8,000.00	14.63%	50999-4 · Miscellaneous Consumables	0.00	0.00	0.00	0.0%
50900 · Miscellaneous Expenses - Ot	0.00	0.00			50999-5 · Telephone/Internet	550.97	1,094.16	8,000.00	13.68%
<b>Total 50900 · Miscellaneous Expenses</b>	<b>6,336.13</b>	<b>17,591.22</b>	<b>246,100.00</b>	<b>7.15%</b>	<b>Total 50900 · Miscellaneous Expenses</b>	<b>4,635.43</b>	<b>15,102.07</b>	<b>83,200.00</b>	<b>18.15%</b>
<b>51200 · Leases and Rentals</b>					<b>51200 · Leases and Rentals</b>				
51212-1 · Building Lease	4,200.00	8,400.00	50,400.00	16.67%	51212-1 · Building Lease	4,200.00	8,400.00	50,400.00	16.67%
51212-2 · Leases Rental Equipment	0.00	0.00	1,000.00	0.0%	51212-2 · Leases Rental Equipment	0.00	0.00	1,000.00	0.0%
51212-3 · Bus Lease	5,605.17	5,605.17	90,000.00	6.23%	51212-3 · Bus Lease	0.00	0.00		
<b>Total 51200 · Leases and Rentals</b>	<b>9,805.17</b>	<b>14,005.17</b>	<b>141,400.00</b>	<b>9.91%</b>	<b>Total 51200 · Leases and Rentals</b>	<b>4,200.00</b>	<b>8,400.00</b>	<b>51,400.00</b>	<b>16.34%</b>
<b>51600 · Capital Outlay</b>					<b>51600 · Capital Outlay</b>				
51600-3 · Buildings/Mutli Modal Cent	0.00	1,200.00	3,787,500.00	0.03%	51600-1 · Capital Outlay - less than \$5k	0.00	0.00	20,000.00	0.0%
51600-5 · Automobiles	0.00	0.00	3,272,000.00	0.0%	51600-3 · Buildings/Mutli Modal Center	0.00	0.00	2,687,450.00	0.0%
51600-6 · Furniture and Equipment	0.00	0.00	1,029,300.00	0.0%	51600-5 · Automobiles	0.00	0.00	0.00	0.0%
<b>Total 51600 · Capital Outlay</b>	<b>0.00</b>	<b>1,200.00</b>	<b>8,088,800.00</b>	<b>0.02%</b>	51600-6 · Furniture and Equipment	0.00	0.00	160,000.00	0.0%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>590,643.00</b>	<b>0.0%</b>	<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>527,517.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>	<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-67,186.43</b>	<b>285,915.23</b>	<b>0.00</b>	<b>100.0%</b>	<b>Net Income</b>	<b>-59,413.06</b>	<b>451,194.51</b>	<b>0.00</b>	<b>100.0%</b>