



Yuma County Intergovernmental Public Transportation Authority

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

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

MONDAY, January 23, 2023 – 1:30 PM
Yuma County Department of Development Services – Aldrich Hall
2351 West 26th Street -- Yuma, AZ, 85364

Pursuant to A.R.S. § 38-431.05, notice is hereby given to the members of the Yuma County Intergovernmental Transportation Authority (YCIPTA) and to the general public that YCIPTA as part of its regular meeting will hold a meeting open to the public as noted above.

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

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

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

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, Eric Holland – Cocopah Tribe, Ian McGaughey – Yuma County,
Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director

The agenda for the meeting is as follows:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

1. Adopt the November 14, 2022 regular session minutes. Action required. **Pg4**

DISCUSSION & ACTION ITEMS:

1. Discussion and or action regarding the Election of Chairperson, Vice-Chairperson and Secretary/Treasurer. Action required. **Pg 9**
2. Discussion and or action regarding the Third Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and the City of Yuma for Federal Transit Grant Funding. Action required. **Pg. 20**
3. Discussion regarding updates of the Triennial Review Findings closeout status. No action required. **Pg. 57**
4. Discussion and or action regarding YCIPTA Shelter and Bus Stop permit status report. No action required. **Pg. 58**
5. Discussion and or Action regarding the timeline for new Operations and Maintenance Facility. No action required. NO UPDATES

PROGRESS REPORTS:

1. Operations Manager Report/Maintenance Update– Shane Bollar, General Manager – RATP Dev. *No action required.* **Pg. 60**

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Shelly Kreger, Transit Director

2. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.* **Pg. 61,67 & 77**
3. Transit Ridership Report – Carol Perez, Transit Operations Manager. *No action required.* **Pg. 78**
4. Financial Report – Chona Medel, Financial Services Operations Manager. *Will be provided at the meeting. No action is required.*

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

February 27, 2023

ADJOURNMENT

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, Eric Holland – Cocopah Tribe, Ian McGaughey – Yuma County,
Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Board Meeting session on Monday, November 14, 2022 at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ 85364. The Chair, Mr. Louie Galaviz called the meeting to order at 1:29 P.M.

Members Present:

Louie Galaviz/ City of Somerton/Chair
Ralph Velez/City of San Luis/Vice Chair
Jay Simonton/City of Yuma/Secretary/Treasurer
Richard Marsh/Town of Wellton/ Via Phone
Brian Golding, Sr./Quechan Tribe
Eric Holland/Cocopah Tribe
Ian McCaughey/Yuma County
Susanna M. Zambrano/Arizona Western College

Members Absent:

Carol Perez/YCIPTA/Transit Operations Manager

Others Present:

Shelly Kreger/YCIPTA/Transit Director
Lorena Sanchez/YCIPTA/Clerk II
Shane Bollar/RATP DEV/General Manager

The Pledge of Allegiance was led by Mr. Velez

CALL TO PUBLIC:

CONSENT CALENDAR:

No.1: Adopt the September 26, 2022 regular session minutes. Action required.

Motion (Golding / Zambrano): To approve as presented.

Voice Vote: Motion Carries, 8-0

DISCUSSION & ACTION ITEMS:

No. 1. Welcome Louie Galaviz, City Manager for the City of Somerton. No action required.

Mr. Galaviz introduced himself, expressing his hopes to catch up with all information and aspirations to stay with the committee.

Mr. McCaughey stating the committee is happy to welcome him.

Mr. Galaviz stated he hopes to get to know and work well with all members.

No action required; no action taken.

No. 2. Discussion and or action to ratify the action taken during the YCIPTA Emergency Board Meeting on October 27, 2022 regarding contract negotiations. Action required.

Ms. Kreger stated due to not posting the minutes of the emergency meeting in time the decision must be ratified.

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

Motion (Simonton/Golding): To approve the action taken during the YCIPTA Emergency Board Meeting on October 27, 2022 regarding contract negotiations.

Voice Vote: Motion Carries, 8-0.

No. 3. Discussion and or action regarding the new YCIPTA Subrecipient Monitoring Procedures. Action required.

Ms. Kreger presented information as contained in member packet.

Mr. Golding inquired when the pass-through agreement was brought to the board.

Ms. Kreger explained the agreement was not brought to the board due to adjustments required by the Federal Transit Authority (FTA). The agreement should be ready by the next meeting.

Mr. Golding clarified if the original agreement was brought to the board and approved.

Ms. Kreger stated yes, the agreement was approved and renewed a couple years ago. Ms. Kreger explained the agreement currently needs to be renewed and extended.

Mr. Velez questioned as to the status of subrecipient.

Ms. Kreger stated the documents did not originally state it was a subrecipient so it was not treated as one instead it was considered a pass through. FTA later stated in their triennial review it was a subrecipient.

Mr. Velez asked if the agreement would hence become a subrecipient.

Ms. Kreger confirmed.

Mr. Simonton asked if the agreement would be brought back for discussion at a later time.

Ms. Kreger confirmed

Motion (McCaughy/Simonton): To approve the new YCIPTA Subrecipient Monitoring Procedures.

Voice Vote: Motion Carries, 8-0.

No. 4. Discussion and or action regarding the updated YCIPTA Procurement Policies. Action required.

Ms. Kreger presented information as contained in member packet.

Mr. Golding asked if the revisions changed any staff member's assignments pertaining to action or duties not taken prior.

Ms. Kreger stated there has been changes in language explaining and describing duties and timelines, but not in staff responsibilities.

Mr. Golding clarified there had been changes.

Ms. Kreger confirmed there has been changes, just not in the staff members role in completing tasks.

Mr. Golding emphasized the importance in fixing the deficits for completing the procurement process on time. He stated there have been several big procurements made in the last couple years.

Ms. Kreger stated the claimed procurements were all conducted within the last triennial period.

Motion (Zambrano/McCaughey): To approve the updated YCIPTA Procurement Policies.

Voice Vote: Motion Carries, 8-0.

No. 5. Discussion and or action regarding the updated YCIPTA Financial and Grants Management Policies and Procedures. Action required.

Ms. Kreger presented information as contained in member packet.

Motion (Golding/Velez): To approve updated YCIPTA Financial and Grants Management Policies and Procedures.

Voice Vote: Motion Carries, 8-0.

No. 6. Discussion and or action regarding YCIPTA Shelter and Bus Stop permit status report. No action required.

Ms. Kreger presented report as contained in member packet.

Mr. Simonton inquired as to how many shelters are left to install.

Ms. Kreger stated there are seven (7) left.

Ms. Zambrano questioned when the remaining will be installed.

Ms. Kreger stated June 30th was the expected end date.

Mr. Holland inquired if the locations were set and approved.

Ms. Kreger stated not all were set. She added the location near the food bank was still under discussion, along with City of Yuma set to choose the location for a couple stops. Ms. Kreger added south county would possible be receiving shelters as well.

No action taken; No action required.

No. 7. Discussion and or Action regarding the timeline for new Operations and Maintenance Facility. No action required. NO UPDATES

Mr. Kreger stated there were no updates for the time being.

Mr. McCaughey questioned the reason the topic was on the agenda.

Ms. Kreger stated Ms. Zambrano requested the topic be included for update purposes.

No action taken; No action required.

PROGRESS REPORTS:

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

Mr. Bollar presented Operations Manager Report as contained in member packet.

Mr. Galaviz asked the reason for participating in the event.

Mr. Bollar stated the participation was voluntary.

Mr. Simonton questioned if the busses were full.

Ms. Kreger stated last year was the first year of participation, using two (2) busses, but outcome was not favorable.

Mr. Bollar stated busses were full and bike capacity was a factor so a third bus was ready on hand.

Mr. Galaviz requested information for the Adopt a Street program.

Ms. Kreger stated she could provide the information later.

No action taken; No action required.

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

Ms. Kreger presented Transit Director report as contained in member packet.

No action taken; No action required.

No. 3. Financial Report – Carol Perez, Financial Services Operations Manager. *Will be provided at the meeting. No action is required.*

Ms. Kreger informed board, Ms. Perez was absent for meeting and report will be emailed by end of week.

Ms. Zambrano questioned the reason for the delayed report.

Mr. Kreger stated the delay was due to a network failure and an excess amount of work.

No action taken; No action required.

Mr. Simonton asked what needs to be discussed in the next meeting.

Ms. Kreger stated the Bylaws subcommittee needs to meet including with the new board president, Mr. Galaviz. Along with the personnel subcommittee meeting as well.

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

December 19, 2022 Via Zoom

ADJOURNMENT

There being no further business to come before the Authority in regular session, the meeting was adjourned at 2:04 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this _____, 2022, Agenda Item _____.

Lorena Sanchez, Board Secretary



Yuma County Intergovernmental Public Transportation Authority

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

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January 19, 2023

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 Election of Chairperson, Vice-Chairperson and Secretary/Treasurer

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors elect a new Chairperson, Vice-Chairperson and Secretary/Treasurer for calendar year 2023

Background and Summary: As per the YCIPTA 2nd Amended and Restated Bylaws Section 4.5 states “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.” Normal practice has been that the presiding Vice-Chairperson moves into the Chairperson position and the Secretary/Treasurer moves to the Vice-Chairperson position and then a new Secretary/Treasurer is elected. Due to the current Vice-Chairman's limited time remaining serving as a Board member it is being suggested that the Secretary/Treasurer move up to the Chairperson's position to preserve continuity for the year, then to elect a new Vice Chairperson and Secretary/Treasurer.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors elect a new Chairperson, Vice-Chairperson and Secretary/Treasurer for calendar year 2023.

Legal Counsel Review: N/A

Attachments: YCIPTA 2nd Amended and Restated Bylaws

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Shelly Kreger, Transit Director

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger
Transit Director

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**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 31st 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 23rd day of June, 2014.



ROBERT L. PICKELS, JR., Chairman

ATTEST:



JOHN ANDOH, Board Secretary

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

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

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

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

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

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

DATED this ____ day of _____, 2020.

YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY

Susanna M. Zambran, Chairman

ATTEST:

Michael Sabath, Secretary



Yuma County Intergovernmental Public Transportation Authority

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

Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.yciptaz.gov

January 19, 2023

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

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

Background and Summary: YCIPTA and the City are parties to the Grant Pass Through Intergovernmental Agreement with an effective date of February 26, 2015 (“IGA”) pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 (“Grant X132”) and AZ-90-X127 (“Grant X127”) to the City to cover final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center.

By approving this third amendment serves two purposes. The first is to extend the agreement as FTA has approved the period of performance end date in both grants to September 30, 2024. This extension will allow the City to hopefully fully expend all funds in these two grants by that time. Secondly, this will also close out one of the Triennial Review findings. FTA stated that there needed to be several items incorporated in to this agreement; the City’s UIE, Federal award dates and agency, and closeout conditions.

This agreement was updated by legal counsel and forwarded to FTA for approval prior to presenting to the YCIPTA Board. FTA has approved this agreement and is now ready for YCIPTA Board approval. Once approved this will be sent to the City for Council approval.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, Eric Holland – Cocopah Tribe, Ian McGaughey – Yuma County,
Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director

Financial Impacts: N/A

Budgeted: N/A

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

Legal Counsel Review: Yes

Attachments: Third Amendment to Grant Pass Through Intergovernmental Agreement between YCIPTA and the City of Yuma for Federal Transit Grant Funding and the City of Yuma MOU – Hotel Del Sol agreement.

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger
Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, Eric Holland – Cocopah Tribe, Ian McGaughey – Yuma County,
Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director

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

This Second Amendment to the Grant Pass Through Intergovernmental Agreement (“Amendment”) is entered into as of _____, 2022 (“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 Grant Pass Through Intergovernmental Agreement with an effective date of February 26, 2015 (“IGA”) pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 (“Grant X132”) and AZ-90-X127 (“Grant X127”) to the City to cover final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center;

WHEREAS, Grant X132 was awarded by the Federal Transit Authority on August 18, 2014 to YCIPTA and the City of Yuma as a Subrecipient;

WHEREAS, Grant X127 was awarded by the Federal Transit Authority on August 13, 2015 to YCIPTA and the City of Yuma as a Subrecipient;

WHEREAS, the term of the IGA was extended by the First Amendment to the IGA through August 31, 2018;

WHEREAS, the term of the IGA was extended by the Second Amendment to the IGA through December 31, 2023;

WHEREAS, grant funds remain that may be used toward the improvement and rehabilitation of the Hotel Del Sol; and,

WHEREAS, YCIPTA and the City desire an additional extension to 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. Identifiers. Pursuant to the requirements of the awarded Grants, the Parties acknowledge that the City of Yuma, as a Subrecipient to the federal grants, has obtained GN4ZBTUNCN83 as its Unique Entity Identifier (UEI).

3. Term. Section 2 of the IGA, titled “Term of Agreement,” as amended by the First Amendment and again amended by the Second Amendment, is hereby deleted and replaced with the following:

Term of Agreement. The Term of this Agreement shall begin on the Effective Date and expire on September 30, 2024.

4. Federal Grant Closeout. An additional Section 22 shall be added to the IGA, and titled “Federal Grant Closeout”, the language of such section shall be as follows:

Federal Grant Closeout. Once all line items in a grant are complete and all ECHO drawdowns are made, a final FFR and MPR is submitted in the TrAMS along with a final budget. Closeout shall take place no later 30 days after than the end of the quarter in which the last drawdown on the grant is made.

a. YCIPTA shall initiate the closeout electronically, by submitting the following information in TrAMS, as part of the closeout process:

(1) Confirmation that activities are complete and if closeout Amendment will deobligate any unexpended balance of federal assistance;

(2) A list of property acquired or improved in support of the Award that will continue to be within the purview of the Grant or Cooperative Agreement;

(3) A final, reconciled Award Budget reflecting actual Project costs by scope code and activity, reflecting adjustments to the federal and non-federal amounts;

(4) A final FFR, consistent with the reconciled Award Budget (e.g., deobligation);

(5) A final narrative MPR indicating the actual completion date of each ALI and a discussion of each ALI contained in the final Award Budget; and

(6) Any other documentation or reports required as part of the terms and conditions of the Grant or Cooperative Agreement.

5. 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 Third Amendment as of the date first set forth above.

CITY OF YUMA

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Jay Simonton,
City of Yuma - Administrator

Shelly Kreger, CCTM
Transit Director

ATTEST

Lynda L. Bushong
City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Second 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 _____, 2022

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2022

By: _____
Richard Files
Yuma City Attorney

RESOLUTION NO. R2015-004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY
INTERGOVERNMENTAL PUBLIC TRANSIT AUTHORITY FOR PASS
THROUGH FEDERAL TRANSIT GRANT FUNDING**

WHEREAS, the City of Yuma ("City") supports the use of public transportation as one of many ways to reduce traffic congestion and motorized vehicle emissions and the resulting pollutants of the air, water, and natural environment; and,

WHEREAS, the City seeks to improve the municipal transportation system including roads, highways, and transit centers, while serving the transportation needs of City residents in an efficient, affordable and safe manner; and,

WHEREAS, the Federal Transit Administration gave the Yuma County Intergovernmental Public Transit Authority ("YCIPTA") two grants, Grant Numbers AZ-90-X132 and AZ-90-X127, to finalize designs and cover pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center; and

WHEREAS, the City recognizes that rehabilitating the Hotel Del Sol for use as a multimodal transportation center will improve or enhance the economic welfare and mobility of City residents; and

WHEREAS, the City and YCIPTA are authorized by the provisions of Arizona Revised Statutes §§ 11-254.04, 11-951 et seq., and 28-9122(A)(4) to enter into an intergovernmental agreement ("IGA") to fund the improvement and rehabilitation of the Hotel Del Sol; and

WHEREAS, YCIPTA wants to pass the funds from Grant Numbers AZ-90-X132 and AZ-90-X127 to the City, and the City desires to enter into an IGA with YCIPTA to receive said funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, Arizona, as follows:

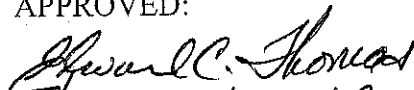
SECTION 1: The IGA is hereby approved in the form attached hereto as Exhibit A and incorporated to this Resolution by this reference.

SECTION 2: That the City Council authorizes matching funds of \$472,572, as required under the terms of the IGA.

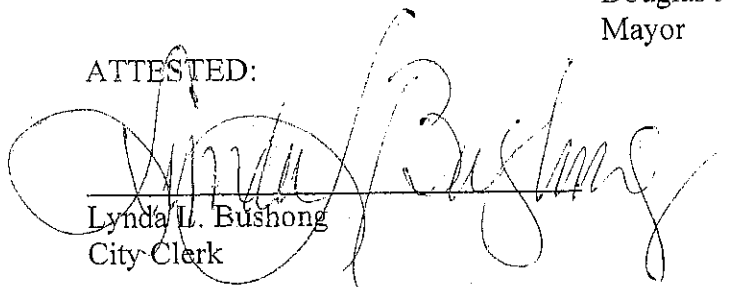
SECTION 3: The City Administrator or his designee is authorized and directed to execute of the IGA and to take all steps necessary to carry out the purpose and intent of this Resolution.

ADOPTED this 4th day of February, 2015.

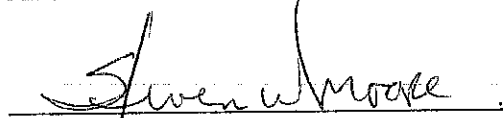
APPROVED:


Thomas, Edward C. for
Douglas J. Nicholls
Mayor

ATTESTED:


Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:


Steven W. Moore
City Attorney

AGREEMENT NO. _____
CFDA #20.50

**GRANT PASS THROUGH INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY
AND
THE CITY OF YUMA**

(Grant No. AZ-90-X132 and AZ-90-X127)

THIS GRANT PASS THROUGH INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 26TH day of FEBRUARY, 2015 ("Effective Date"), by and between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision duly organized and existing under the laws of the State of Arizona ("YCIPTA"), and the City of Yuma, an Arizona municipal corporation ("SUB-RECIPIENT"). The terms "Party" and "Parties" as used herein shall refer to YCIPTA, SUB-RECIPIENT or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is organized through Yuma County Board of Supervisor's Resolution No. 10-51 on December 13, 2010, as a separate legal entity under Arizona Revised Statutes ("A.R.S.") § 28-9101 *et. seq.* to operate and maintain its own facilities in its own professional manner, to meet transportation needs within Yuma County; and

WHEREAS, Title 49, Chapter 53 of the United States Code ("U.S.C") provides for financial aid to municipalities, local units of government and non-profit organizations putting forth a substantial effort toward the preservation, improvement and operation of mass transit systems; and

WHEREAS, YCIPTA's application for a grant under 49 U.S.C. § 5307 to the Federal Transit Administration ("FTA") was approved for the purpose of final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multi-modal transportation center, as Grant Numbers AZ-90-X132 and AZ-90-X127; and

WHEREAS, the Parties are authorized by the provisions of Arizona Revised Statutes ("A.R.S.") §§ 11-254.04, 11-951 *et seq.*, and 28-9122(A)(4) to enter into an intergovernmental agreement to fund the economic development activity of improving and rehabilitating the Hotel Del Sol to improve or enhance the economic welfare of inhabitants of Yuma County; and

WHEREAS, YCIPTA, as authorized pursuant to A.R.S. § 28-9122, desires to pass through the funds from Grant Numbers AZ-90-X132 and AZ-90-X127 ("Grant(s)") to

SUB-RECIPIENT, and SUB-RECIPIENT desires to receive said funds and perform as set forth in **Exhibit "A," Federal Grant Pass Through Agreement Detail Summary**;

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

AGREEMENT

1. Grant Reimbursement. YCIPTA agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of the services shown in the "Project Description" boxes on **Exhibit "A"** ("Project(s)"). SUB-RECIPIENT'S reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by YCIPTA. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed One Million Eight Hundred Ninety Thousand, Two Hundred Eighty Eight Dollars and No Cents (\$1,890,288.00). SUB-RECIPIENT shall provide the required local match, as set forth in **Exhibit "A"**, for these Projects. SUB-RECIPIENT must complete the Projects and submit all required reports as specified herein before it will be reimbursed. The Projects must be completed and reimbursement must be requested within thirty (30) months after this Agreement's Effective Date. Funding for uncompleted and unbilled projects will be reassigned at the discretion of YCIPTA, as needed, to close out the Grants.

A. Application for Reimbursement of Federal Share.

SUB-RECIPIENT shall submit its request for reimbursement of federal share to:

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

SUB-RECIPIENT shall submit its request for reimbursement on the form attached as **Exhibit "B," FTA Grant Expenditure Reimbursement Request Application** ("Application"), and shall include a cover letter that identifies the Agreement Number 15-0902515 as listed above, and the period for which the request is submitted.

B. Backup Documentation.

The Application must be supported with detailed backup documentation for all eligible expenses. At a minimum, the backup documentation shall include, but is not limited to, the following:

1. An itemized list of all invoiced costs, with vendors and payment dates.
 2. Copies of paid invoices received and purchase orders issued from vendors for purchases of supplies and services.
 3. All purchases of vehicles shall be accompanied with a "Vehicle Inventory Record" form.
 4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" request.
 5. Copies of all agreements SUB-RECIPIENT entered into in relation to the projects under this Agreement.
 6. Any necessary reports as set forth in **Exhibit "C," Required Reports**.
 7. Proof of the local match identified for the projects under this Agreement.
2. Term of Agreement. This Agreement shall begin on the Effective Date and continue for thirty (30) months.
3. Exhibits and Incorporation by Reference. This Agreement includes the following Exhibits, each of which is attached and, by this reference, incorporated as though fully set forth herein:
- Exhibit A Federal Grant Pass Through Agreement Detail Summary**
 - Exhibit B FTA Grant Expenditure Reimbursement Request Application**
 - Exhibit C Required Reports**
 - Exhibit D Required Federal Provisions**
 - Exhibit E Partial List of Applicable Laws**
 - Exhibit F Master Grant Agreement**
 - Exhibit G Certifications and Assurances**
 - Exhibit H Insurance**
4. SUB-RECIPIENT Performance. SUB-RECIPIENT shall complete the Projects for which grant funds have been awarded under this Agreement in a proper and timely manner. SUB-RECIPIENT shall comply with all federal, state, and local requirements required under the Grants. SUB-RECIPIENT acknowledges that failure to comply with all applicable requirements may result in the withholding of Grant funds to SUB-RECIPIENT by YCIPTA.

5. Insurance. SUB-RECIPIENT shall follow and maintain the insurance requirements as set forth in **Exhibit "H"** to perform the projects under this Agreement.
6. Notice. Any notice or other communication relating to this Agreement shall be in writing and shall be delivered in person, sent by electronic or facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service, addressed as follows:

If intended for SUB-RECIPIENT:

Gregory K. Wilkinson
City Administrator
City of Yuma
One City Plaza
Yuma, AZ 85634
Telephone: (928) 373-5011
FAX: (928) 373-4981

If intended for YCIPTA:

Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona 85365-1900
Telephone: (928) 539-7076 ext. 237
FAX: (928) 783-0309

Notice shall be deemed received at the time it is personally served, or on the day it is sent by electronic or facsimile transmission, or on the second day after it is deposited with any commercial air courier or express service, or if mailed as provided above, notice is deemed received on the date such receipt is acknowledged. Any time period stated in a notice shall be computed from the date the notice is deemed received. Both Parties shall notify the other party before it changes its contact information by written notification to the other Party as provided in this Section 6.

Notice sent by electronic or facsimile transmission shall also be sent by regular mail. This requirement for duplicate notice does not change the effective date of the notice sent by electronic or facsimile transmission.

7. Transactional Conflicts of Interest. All Parties hereto acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. Section 38-511.
8. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of YCIPTA. Any attempt to assign without such prior written consent shall be void.
9. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the Parties, and the rights and the obligations of the Parties shall be only those expressly set forth herein. Neither Party is the agent of the other, nor is either party authorized to act on behalf of the other Party. SUB-RECIPIENT shall be liable to YCIPTA for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
10. Entire Agreement; Modification (No Oral Modification). This Agreement, along with the attached Exhibits, 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.
11. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
12. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.
13. Attorneys' Fees. In the event suit or other actions are 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 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.

14. Risk and Indemnification. SUB-RECIPIENT shall perform the Projects under this Agreement at its own risk. To the extent permitted by law, SUB-RECIPIENT 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 attorneys' fees arising out of SUB-RECIPIENT's performance of the Projects under this Agreement, caused in whole or in part by any negligent act or omission of SUB-RECIPIENT and its subcontractors, officers, agents, employees, 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.
15. 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. SUB-RECIPIENT 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.
16. Inspection and Audit. The provisions of A.R.S. § 35-214 shall apply to this Agreement. YCIPTA shall perform the inspection and audit function specified therein.
17. Non-waiver. Should YCIPTA fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
18. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with YCIPTA in meeting the legal requirements of the labor protective provisions of 49 U.S.C. § 5333(b) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend, indemnify and hold harmless YCIPTA and its member agencies, officers, officials, agents, employees and volunteers from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by YCIPTA which result in grievances, claims and/or liability.

19. Time is of the Essence. Time is of the essence in each and every provision hereof.
20. 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.
21. Provisions Required By the United States Department of Labor:
 - a. The Projects shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the Projects. The "service area" as used herein, includes the geographic area over which the project is operated and the area whose population is served by the Projects, including adjacent areas affected by the Projects.
 - b. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.
 - c. YCIPTA shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the Projects.
 - d. In the event an employee is terminated or laid off as a result of the Projects, he or she shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, YCIPTA shall provide or provide for such training or retraining at no cost to the employee.
 - e. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the Projects, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971 (See Appendix C-1).

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the Project" as

used herein shall include events occurring in anticipation of, during, and subsequent to the Project.

- f. In the event any provision of this Section 21 is held to be invalid or otherwise unenforceable, YCIPTA, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.
- g. YCIPTA agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

In the event of any dispute as to whether or not a particular employee was affected by the Projects, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of YCIPTA to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

- h. YCIPTA shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in this Section.
- i. YCIPTA shall post, in a prominent and accessible place, a notice stating that YCIPTA is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. § 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.
- j. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the USDOT and YCIPTA, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between YCIPTA and SUB-RECIPIENT. Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

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

YUMA COUNTY
INTERGOVERNMENTAL
TRANSPORTATION AUTHORITY

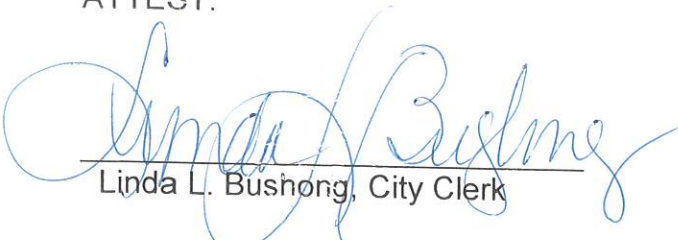
By 
Shelly Kreger
Transit Director

APPROVED BY the YCIPTA BOARD OF DIRECTORS BY FORMAL ACTION ON
AUGUST 25, 2015^e 2014.

CITY OF YUMA

By 
Gregory K. Wilkinson
City Administrator

ATTEST:


Linda L. Bushong, City Clerk

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

FEBRUARY 4TH, 2015.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

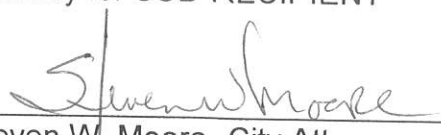
In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for YCIPTA



Wayne C. Benesch, Esq.

Attorney for SUB-RECIPIENT



Steven W. Moore, City Attorney

EXHIBIT "A"

**FEDERAL GRANT PASS THRU AGREEMENT DETAIL
SUMMARY**

GRANT NUMBER: AZ-90-X127				
GRANT RECIPIENT: YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY				
GRANT SUB- RECIPIENT'S NAME: CITY OF YUMA				
GRANT SUB- RECIPIENT'S ADDRESS: One City Plaza Yuma, AZ 85364				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$1,206,000.00		
• Federal Share of TEPC:		\$964,800.00		
• Local Share/Match of TEPC:		\$241,200.00		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.31.03	Final Design for Hotel Del Sol	\$241,200.00	\$964,800.00	\$1,206,000.00

GRANT NUMBER: AZ-90-X132				
GRANT RECIPIENT: YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY				
GRANT SUB- RECIPIENT'S NAME: CITY OF YUMA				
GRANT SUB- RECIPIENT'S ADDRESS: One City Plaza Yuma, AZ 85364				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$1,156,860.00		
• Federal Share of TEPC:		\$925,488.00		
• Local Share/Match of TEPC:		\$231,372.00		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.34.03	Pre-Construction	\$231,372.00	\$925,488.00	\$1,156,860.00

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS

GRANT AGREEMENT NUMBER

REQUEST NO.

REPORTING PERIOD (Dates)

FROM:

TO:

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

For YCIPTA use only

Date request received:	Approved for funds availability (signature/date)
------------------------	--

EXHIBIT "C"
Required Reports

SUB-RECIPIENT agrees to submit reports, statements and plans relating to the Projects as now, or hereafter, are required by YCIPTA or the FTA. Quarterly reports are due to YCIPTA on or before the 15th of the month following the end of the quarter (i.e., October 15, January 15, April 15 and July 15). Annual reports are due to YCIPTA every year (except the NTD Report shall be due every one-hundred fifty (150) days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due annually to YCIPTA on January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by YCIPTA	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>For JARC or New Freedom FTA Grants</u>		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by YCIPTA.**

EXHIBIT "D"
Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of YCIPTA, the United States Department of Transportation ("USDOT"), and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT'S performance hereunder. YCIPTA's audit shall be at SUB-RECIPIENT'S sole cost and expense. All required records shall be maintained for a minimum of three (3) years, after the grant has been formally closed.
2. Both Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of YCIPTA or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the USDOT, 49 CFR Part 26 and with the FTA-approved goal submitted by YCIPTA as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved YCIPTA DBE Program Plan. The Transit Civil Rights Officer of YCIPTA will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to YCIPTA as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth herein.
5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard YCIPTA, as the grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the FTA Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with YCIPTA, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from YCIPTA. The Master Grant Agreement for FY2014 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F." The items listed in **Exhibit "F"** are illustrative only

EXHIBIT "D," page 2

and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in **Exhibit "F"**.

6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.

7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the USDOT Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when it employs 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the Urban Mass Transit Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.

EXHIBIT "E"
Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the "Act") and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. Chapter 53 and, in adapted form in all proposals for negotiated agreements:

SUB-RECIPIENT, in accordance with the Act and the Regulations issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under 49 U.S.C. § 5312, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under 49 U.S.C. § 5312, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.

EXHIBIT "E," page 2

4. Where SUB-RECIPIENT carries out a program under 49 U.S.C. § 5312, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
 5. This assurance obligates SUB-RECIPIENT for the period during which it receives federal financial assistance as set forth in this Agreement.
 6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by YCIPTA to give reasonable guarantee that SUB-RECIPIENT, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. § 5312, the Regulations and this assurance.
 7. SUB-RECIPIENT agrees that YCIPTA has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. § 5312, the Regulations and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the USDOT, as they may be amended from time to time, which are incorporated herein by this reference and made a part of this contract.
 2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.
 3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
 4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its

EXHIBIT "E," page 3

facilities as may be determined by YCIPTA or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to YCIPTA, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, YCIPTA shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.

6. SUB-RECIPIENT shall include the FTA provisions listed in paragraphs 1 through 5 of this Exhibit, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as YCIPTA or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that YCIPTA enter into such litigation to protect the interests of YCIPTA, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "E" page 4

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by YCIPTA. SUB-RECIPIENT agrees that YCIPTA personnel shall conduct Title VI investigations. The determinations made by YCIPTA of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including YCIPTA and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.

8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).

9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. § 1001
 - 49 U.S.C. § 5323 (d)
 - 49 U.S.C. § 5323 (f)
 - 49 U.S.C. § 5307 (k)
 - 49 U.S.C. § 5309 (h)
 - 49 U.S.C. § 5301
 - 49 U.S.C. § 5333, which requires compliance with applicable labor requirements.
 - 49 U.S.C. § 5310, which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities
 - 49 U.S.C. § 5332, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.
 - Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000 (d) which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

EXHIBIT "E," page 5

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 (e) which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Pt. 600, regulations promulgated by FTA.

49 CFR Pts. 21, 23, 25, 26 and 27 regulations promulgated by the USDOT governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Pt. 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Pt. 800 regulations promulgated by the Advisory Council on Historic Preservation.

~~31 CFR Pt. 205~~ regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Pt. 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Pts. 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with the USDOT Drug and Alcohol Regulations, as specified in 49 CFR Pt. 40, 49 CFR Pts. 653 and 49 CFR Pt. 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994, and any subsequent changes thereto.

EXHIBIT "F"
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
MASTER AGREEMENT

This Agreement is financed with Federal funds authorized by 49 U.S.C. Chapter 53, and as such, SUB-RECIPIENT must comply with the FTA Master Agreement. The FTA Master Agreement contains the standard terms and conditions governing the administration of the Projects.

Download the FTA Master Agreement in its entirety here:
<http://www.fta.dot.gov/documents/20-Master.pdf>

The FTA Master Agreement is updated annually and it is incorporated into this Agreement.

EXHIBIT "G" Certifications and Assurances

PREFACE

Except as the Federal Transit Administration (FTA) determines otherwise in writing before the FTA may award federal transit assistance funding or funds to support a public transportation project, an Authorized Representative (SUB-RECIPIENT of the Project sponsor (YCIPTA) must select certain Certifications and Assurances required by Federal law or regulation. The Authorized Representative must be duly authorized by YCIPTA to, among other things, sign these Certifications and Assurances and bind the Applicant's compliance. SUB-RECIPIENT, as the Authorized Representative, must select all Certifications and Assurances required of YCIPTA to support its applications for FTA funding during federal fiscal year (FY) 2014.

We request that SUB-RECIPIENT read each Certification and Assurance and select those that will apply to all Projects for which YCIPTA might seek FTA funding. As required by Federal law and regulation, only if SUB-RECIPIENT select adequate Certifications and Assurances on YCIPTA's behalf may FTA award Federal funding for its Project.

The FTA has consolidated its Certifications and Assurances into twenty-four (24) Groups. At a minimum, SUB-RECIPIENT must select the Assurances in Group 01 on YCIPTA's behalf. If YCIPTA requests more than \$100,000, SUB-RECIPIENT must also select the "Lobbying" Certification in Group 02, unless it is an Indian tribe or a tribal organization. Depending on the nature of YCIPTA and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, SUB-RECIPIENT may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all of YCIPTA's programs.

FTA, YCIPTA, and SUB-RECIPIENT understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every applicant or every Project FTA funds even if SUB-RECIPIENT makes a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to YCIPTA or its project. The type of project and applicant will determine which Certifications and Assurances apply.

YCIPTA is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any SUB-RECIPIENT, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, the FTA strongly encourages YCIPTA to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each SUB-RECIPIENT and other Third Party Participant(s) to

EXHIBIT "G", page 2

assure the validity of the applicable Certifications and Assurances selected on behalf of YCIPTA.

If YCIPTA is a team, a consortium, a joint venture, or a partnership, it understands and agrees that SUB-RECIPIENT the City must identify the activities each member will perform and the extent to which each member will be responsible for compliance with the Certifications and Assurances SUB-RECIPIENT selects on its behalf, except as FTA determines otherwise in writing.

It is important that YCIPTA and SUB-RECIPIENT also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. The FTA Master Agreement MA (20) for Federal FY 2014, available at <http://www.fta.dot.gov>, contains a list of most of those requirements.

The FTA expects SUB-RECIPIENT to submit YCIPTA's FY 2014 Certifications and Assurances and its applications for funding in TEAM-Web. SUB-RECIPIENT must be registered in TEAM-Web to submit the FTA FY 2014 Certifications and Assurances on its behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that SUB-RECIPIENT cannot submit YCIPTA's FY 2014 Certifications and Assurances electronically, SUB-RECIPIENT must submit the Signature Page(s) in Appendix A of this Notice, as FTA directs, marked to show the Groups of Certifications and Assurances it is submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,
- The Continuing Appropriations Act, 2014, Pub. L. 113-46, October 17, 2013,
- The Consolidated and Further Continuing Appropriations Act, 2013, Pub. L. 113-6, March 26, 2013,
- The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012, and
- FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

With certain exceptions, Projects financed in FY 2014 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.

EXHIBIT "G", page 3

Download the entire document here:
http://www.fta.dot.gov/documents/2014_Certs_and_Assurances.pdf

This FTA Fiscal Year Certificate and Assurances must be signed by the Chief Executive Officer of the SUB-RECIPIENT and SUB-RECIPIENT's Attorney and submitted to YCIPTA annually, and is incorporated into this Agreement.

EXHIBIT "H"
Insurance

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

SUB-RECIPIENT shall maintain limits of no less than:

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

Deductibles and Self-Insured Retentions

SUB-RECIPIENT shall declare to and receive YCIPTA's approval regarding any deductibles or self-insured retentions, and either the insurer shall reduce or eliminate such deductibles or self-insured retentions as it pertains to YCIPTA, its officers, officials, employees and volunteers; or SUB-RECIPIENT shall provide a financial

guarantee satisfactory to YCIPTA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. YCIPTA, its officers, officials, employees and volunteers are to be covered as insureds with respect to: liability arising out of work or operations performed by or on behalf of SUB-RECIPIENT; or automobiles owned, leased, hired or borrowed by SUB-RECIPIENT.
2. For any claims related to the projects under this Agreement, SUB-RECIPIENT's insurance coverage shall be primary insurance with respect to YCIPTA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be in excess of SUB-RECIPIENT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, unless thirty (30) days' prior written notice has been given to YCIPTA by certified mail, return receipt requested.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Arizona law.

Acceptability of Insurers


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

Verification of Coverage

SUB-RECIPIENT shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA; however, other forms may be acceptable so long as those endorsements conform to YCIPTA requirements. All certificates and endorsements are to be received and approved by YCIPTA before work on the Projects commence. YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, be submitted at any time.

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

Date: 03/19/15

City of Yuma
By 
Gregory K. Wilkinson
City Administrator

RESOLUTION NO. R2017-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR PASS THROUGH FEDERAL TRANSIT GRANT FUNDING

WHEREAS, the City of Yuma ("City") supports the use of public transportation as one of many ways to reduce traffic congestion and motorized vehicle emissions and the resulting pollutants of the air, water, and natural environment; and,

WHEREAS, the City seeks to improve the municipal transportation system including roads, highways, and transit centers, while serving the transportation needs of City residents in an efficient, affordable and safe manner; and,

WHEREAS, in 2014 the Federal Transit Administration gave the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") two grants, Grant Numbers AZ-90-X132 and AZ-90- X127, to finalize designs and cover pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center; and,

WHEREAS, the City and YCIPTA are authorized by the provisions of Arizona Revised Statutes §§ 11-254.04, 11-951 et seq., and 28-9122(A)(4) to enter into a intergovernmental agreement to fund the improvement and rehabilitation of the Hotel Del Sol; and,

WHEREAS, pursuant to Resolution R2015-004, YCIPTA and the City entered into an intergovernmental agreement in which YCIPTA passed the funds and obligations from Grant Numbers AZ-90-X132 and AZ-90- X127 to the City ("YCIPTA IGA"); and,

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

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

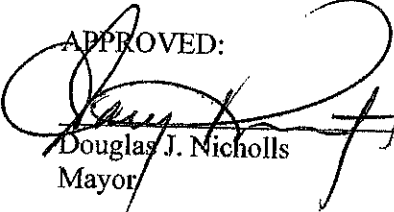
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: The amendment to the YCIPTA IGA is hereby approved in the form attached as Exhibit A and incorporated to this Resolution by this reference.

SECTION 2: The City Administrator is authorized and directed to execute the amendment to the YCIPTA IGA on behalf of the City of Yuma.

Adopted this 20th day of September, 2017.

APPROVED:


Douglas J. Nicholls
Mayor

DEPUTY MAYOR FOR

ATTESTED:


Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Richard W. Files
City Attorney

EXHIBIT A

**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 OCT 5TH, 2017, 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 Grant Pass Through Intergovernmental Agreement with an Effective Date of February 26, 2015 ("IGA") pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 and AZ-90-X127 to the City to cover 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 begin on the Effective Date and 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**

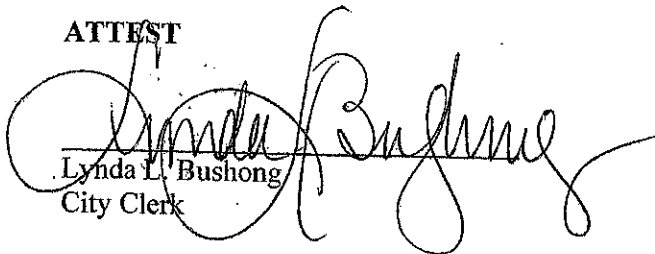


Gregory K. Wilkinson,
City of Yuma - Administrator



Shelly Kreger, CCTM
Transit Director

ATTEST

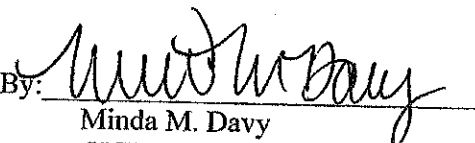


Lynda L. Bushong
City Clerk

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 5TH day of OCTOBER 2017

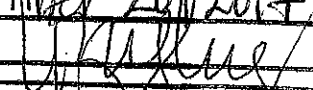
By: 

Minda M. Davy
YCIPTA Attorney

Dated this 5TH day of OCTOBER, 2017

By: 

Richard Files
Yuma City Attorney

Approved at the City Council Meeting of:
September 29, 2017
City Clerk: 



Yuma County Intergovernmental Public Transportation Authority

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

Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

January 19, 2023

Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion regarding updates of the Triennial Review Findings
closeout status

Requested Action: N/A

Background and Summary: Staff met with FTA to review remaining open findings on January 19, 2023. Remaining open items include:

1. City of Yuma subrecipient monitoring check list, due date of February 28, 2023.
2. Responsibility determinations, cost and price analysis and independent costs analysis on five procurements – due date of February 28, 2023

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger
Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, Eric Holland – Cocopah Tribe, Ian McGaughey – Yuma County,
Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director



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January 19, 2023

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 YCIPTA Shelter and Bus Stop
permit status report.

Requested Action: N/A

Background and Summary: Staff has met with Joel Olea and David Wostenberg regarding City of Yuma right of way's that could accommodate shelter placements along 4th Ave. YCIPTA has access to the City's right away maps off of their website and will begin looking at locations that shelters could be installed but also looking into the future for bus turnout locations where there is plenty of right away that can be used.

YMPO has also reached out in regards to the Carbon Reduction Program funding that we could use for the cost of the construction of the bus pullouts.

The Carbon Reduction Program will fund a wide range of projects designed to reduce carbon dioxide emissions from on-road highway sources — from installing infrastructure to support the electrification of freight vehicles or personal cars, to constructing Bus Rapid Transit corridors, to facilitating micro-mobility and biking. Under the CRP, states must also develop carbon reduction strategies in consultation with Metropolitan Planning Organizations to identify projects and strategies tailored to reduce carbon dioxide emissions in their states, although states and localities may begin using the CRP funds even before plans are developed and reviewed.

For the CRP fact sheet see https://www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm.

Financial Impacts: N/A

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
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Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, Eric Holland – Cocopah Tribe, Ian McGaughey – Yuma County,
Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments: Carbon Reduction Program (CRP) guidance

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger
Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Louie Galaviz - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
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Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director



Monthly YCIPTA Board Meeting Report RATP Dev

Shane Bollar GM RATP Dev USA

1/18/2023

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

- We had our Annual Safety Awards Banquet and dinner at AWC. We had a great turnout and received a lot of positive feedback. The awards that we gave out were Safety, Customer Service, Attendance, and Employees of the year. Gerardo Curial and Austin Ratliff.
- We got all the employees a light jacket and a years of service pin.
- We have our new driver correction software installed in the vehicles and the employee training has been completed. This software aggressively deters bad driving habits by capturing corrective actions and creating a system that guarantees follow up coaching by our management team.



November 2022 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of November 2022.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on December 03, 2022.

OPERATIONS

Fixed Route

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

	Reported	Scheduled	Difference
Revenue Hours	2,732.3	2,694.1	38.2
Total Hours	3,047.7	3,022.5	25.1
Revenue Miles	57,893	57,402	491
Total Miles	65,433	65,156	277
Passengers per Revenue Hour		10.9	
Passengers per Revenue Mile		0.5	

Demand Response

Following are the actual miles and hours reported by contractor:

Revenue Hours	264.9
Total Hours	337.2
Revenue Miles	3,656
Total Miles	5,412
Average Weekday Revenue Hours	12.6
Passengers per Revenue Hour	2.1
Passengers per Revenue Mile	0.2

OPERATIONS DATABASE

Analysis of Contractor Invoice Data for Accuracy: Solutions for Transit reviewed the entries using a 5% tolerance to determine if the entries need to be corrected or commented. The Over/Under Report represents the **116** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected.

There were **11** unreported roadcalls.

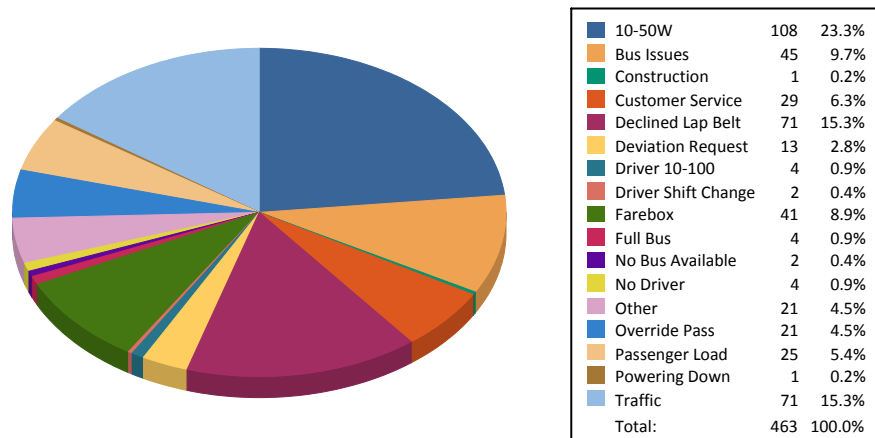
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

Late to First Stop: There were **218** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in **31 hours 21 minutes** of delayed service.

Logging Out Early: There were **2** occurrences where the operator logged off before the end of revenue service totaling **0 hours 24 minutes** of unaccounted revenue time.

Delays: During the month of November, **463** delays were reported by the contractor. The average delay was **3** minutes. The delays are broken down as follows:

Delays by Category



Customer Comments: During the month of November, **3** complaints were called in. Of these the contractor followed up on **3**. In addition, **0** commendations were called in.

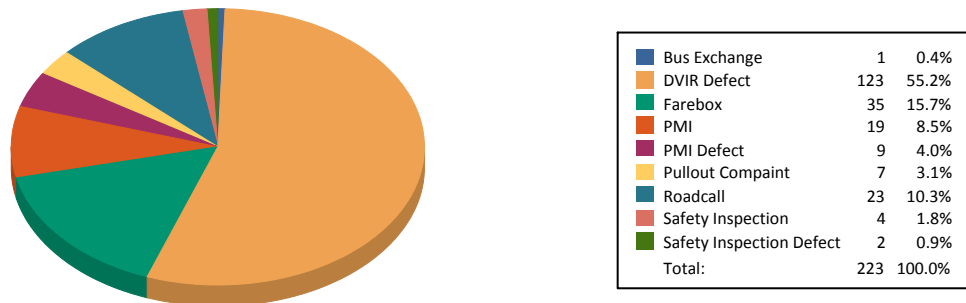
MAINTENANCE

PMIs Completed: There were **20** PMIs completed during the month of November. Of these, **0** were completed late based on the information entered into The Reporting Solution.

- Roadcalls:** There were 24 roadcalls/bus exchanges for the month of November.
- o **15** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
 - o **4,832** miles between roadcalls as defined by NTD
 - o The industry standard for miles between roadcalls is 6,000 miles

Work Orders Created:

Work Orders by Type



Open Work Orders:

There were **0** open work orders.

REPORTS

Monthly Reports: The following Monthly Reports are attached:

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

IT SUPPORT

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



OPERATING SUMMARY - Systemwide Fiscal Year 2023

Systemwide	Quarter				Quarter			YTD
	Jul-22	Aug-22	Sep-22	Qtr Total	Oct-22	Nov-22	Qtr Total	
Weekday Ridership	16,767	25,939	27,895	70,601	28,982	27,927	56,910	127,511
Saturday Ridership	1,754	1,502	1,615	4,871	2,326	1,981	4,307	9,178
Total Ridership	18,521	27,441	29,510	75,472	31,308	29,908	61,217	136,689
Weekday Revenue Hours	2,642.7	2,879.5	2,702.6	8,224.9	2,719.7	2,532.4	5,252.2	13,477.0
Saturday Revenue Hours	259.1	206.5	206.6	672.2	260.1	199.9	460.0	1,132.3
Total Revenue Hours	2,901.8	3,086.1	2,909.2	8,897.1	2,979.9	2,732.3	5,712.2	14,609.3
Weekday Total Hours	2,875.2	3,181.3	3,010.4	9,067.0	3,033.1	2,824.4	5,857.5	14,924.5
Saturday Total Hours	289.4	230.1	231.3	750.8	293.4	223.3	516.7	1,267.4
Total Hours	3,164.6	3,411.4	3,241.8	9,817.8	3,326.5	3,047.7	6,374.1	16,191.9
Weekday Revenue Miles	56,765	62,039	57,760	176,564	58,095	53,861	111,956	288,520
Saturday Revenue Miles	5,323	4,258	4,193	13,774	5,330	4,032	9,362	23,136
Total Revenue Miles	62,088	66,297	61,953	190,338	63,425	57,893	121,318	311,656
Weekday Total Miles	62,094	68,623	64,872	195,589	65,442	60,835	126,277	321,866
Saturday Total Miles	6,040	4,849	4,789	15,678	6,097	4,598	10,695	26,373
Total Miles	68,134	73,472	69,661	211,267	71,539	65,433	136,972	348,239
# Operating Weekdays	20	23	21	64	21	20	41	105
# Operating Saturdays	5	4	4	13	5	4	9	22
# Total Operating Days	25	27	25	77	26	24	50	127
Avg Weekday Ridership	838.3	1,127.8	1,328.3	1,103.1	1,380.1	1,396.4	1,388.0	1,214.4
Avg Saturday Ridership	350.8	375.5	403.8	374.7	465.2	495.3	478.6	417.2
Avg Daily Ridership	740.8	1,016.3	1,180.4	980.2	1,204.2	1,246.2	1,224.3	1,076.3
Wkday Ridership/Rev Hr	6.3	9.0	10.3	8.6	10.7	11.0	10.8	9.5
Sat Ridership/Rev Hr	6.8	7.3	7.8	7.2	8.9	9.9	9.4	8.1
Avg Weekday Rev Hours	132.1	125.2	128.7	128.5	129.5	126.6	128.1	128.4
Avg Saturday Rev Hours	51.8	51.6	51.7	51.7	52.0	50.0	51.1	51.5
Avg Weekday Rev Miles	2,838	2,697	2,750	2,759	2,766	2,693	2,731	2,748
Avg Saturday Rev Miles	1,065	1,065	1,048	1,060	1,066	1,008	1,040	1,052



RIDERSHIP AND FARES

Period: 11/1/2022 to 11/30/2022

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopa	Vista	WC	Bikes	Guides	
Orange 2	1,011	507	1	52	19	321	278	11	0	31	0	3	22	3	16	1,389	33	68	4	76	0	3,764
Green 4	307	275	0	71	66	468	286	14	0	45	0	0	17	5	109	117	66	766	1	53	0	2,612
Green 4A	196	233	0	34	32	265	138	12	0	20	0	0	17	1	40	117	28	400	3	22	0	1,533
Blue 5	182	122	0	72	71	349	191	0	0	29	0	0	64	1	58	71	24	11	18	133	1	1,245
Purple 6	248	194	0	48	51	148	67	9	0	40	1	0	43	2	12	24	891	65	27	49	0	1,843
Gold 8	72	21	1	17	10	34	12	0	0	1	0	0	0	0	0	135	1	10	3	2	0	313
Silver 9	53	13	0	11	0	8	66	7	0	0	0	0	0	0	9	1,037	1	6	0	39	0	1,211
Turquoise 10	138	1	0	0	1	0	0	0	0	3	0	0	0	0	0	0	0	0	1	1	0	143
Yellow 95	6,599	4,260	2	487	243	1,239	1,818	105	0	337	1	8	106	28	235	1,150	188	439	55	263	2	17,243
Grand Total:	8,807	5,626	4	792	493	2,832	2,856	158	0	506	2	11	269	40	479	4,040	1,232	1,765	112	638	3	29,908

REVENUE:

Total Revenue: \$27,797.41
 Unclassified Revenue: \$830.43
 As a % of Total: 2.99%



TOTAL MILES AND HOURS BY ROUTE November 2022

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	338.4	40.0	378.4	6,368	288	6,656
Brown Route 3						
Green Route 4	266.4	11.0	277.4	4,362	212	4,574
Green Route 4A	209.2	14.8	224.0	3,558	185	3,743
Blue Route 5	239.1	8.5	247.6	5,779	151	5,930
Purple Route 6	456.2	31.7	487.9	10,025	704	10,729
Gold Route 8	60.7	30.7	91.4	1,778	830	2,608
Silver Route 9	106.9	87.5	194.4	3,370	2,251	5,621
Turquoise Route 10	63.3	10.2	73.5	2,755	151	2,906
Yellow Route 95	992.1	80.9	1,073.0	19,898	2,768	22,666

Totals for November 2022			
Total Hours	3,047.68	Total Miles	65,433
Revenue Hours	2,732.32	Revenue Miles	57,893
Non-Revenue Hours	315.37	Non-Revenue Miles	7,540



OPERATING SUMMARY - On-Call Fiscal Year 2023

	Quarter				Quarter			YTD
	Jul-22	Aug-22	Sep-22	Qtr	Oct-22	Nov-22	Qtr	
Weekday Ridership	486	657	586	1,729	597	520	1,117	2,846
Saturday Ridership	10	19	27	56	39	19	58	114
Total Ridership	496	676	613	1,785	636	539	1,175	2,960
Weekday Revenue Hours	228.0	334.1	289.7	851.8	283.3	251.3	534.6	1,386.4
Saturday Revenue Hours	4.6	10.3	12.3	27.3	16.7	13.6	30.3	57.6
Total Revenue Hours	232.7	344.4	302.0	879.1	300.0	264.9	564.9	1,444.0
Weekday Total Hours	303.3	411.9	367.3	1,082.5	348.2	319.4	667.6	1,750.1
Saturday Total Hours	7.6	15.8	17.2	40.6	20.6	17.8	38.4	78.9
Total Hours	310.9	427.7	384.4	1,123.0	368.8	337.2	706.0	1,829.1
Weekday Revenue Miles	3,798	5,061	4,186	13,045	4,065	3,369	7,434	20,479
Saturday Revenue Miles	70	132	186	388	281	287	568	956
Total Revenue Miles	3,868	5,193	4,372	13,433	4,346	3,656	8,002	21,435
Weekday Total Miles	5,391	7,162	6,419	18,972	5,766	4,919	10,685	29,657
Saturday Total Miles	202	242	326	770	462	493	955	1,725
Total Miles	5,593	7,404	6,745	19,742	6,228	5,412	11,640	31,382
# Operating Weekdays	20	23	21	64	21	20	41	105
# Operating Saturdays	4	4	3	11	5	4	9	20
# Total Operating Days	24	27	24	75	26	24	50	125
Avg Weekday Ridership	24.3	28.6	27.9	27.0	28.4	26.0	27.2	27.1
Avg Saturday Ridership	2.5	4.8	9.0	5.1	7.8	4.8	6.4	5.7
Avg Daily Ridership	20.7	25.0	25.5	23.8	24.5	22.5	23.5	23.7
Wkday Ridership/Rev Hr	2.1	2.0	2.0	2.0	2.1	2.1	2.1	2.1
Sat Ridership/Rev Hr	2.2	1.8	2.2	2.1	2.3	1.4	1.9	2.0
Avg Weekday Rev Hours	11.4	14.5	13.8	13.3	13.5	12.6	13.0	13.2
Avg Saturday Rev Hours	1.2	2.6	4.1	2.5	3.3	3.4	3.4	2.9
Avg Weekday Rev Miles	190	220	199	204	194	168	181	195
Avg Saturday Rev Miles	18	33	62	35	56	72	63	48



PMIs COMPLETED

Period: 11/1/2022 - 11/30/2022

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	PMI
123	4000 miles	335,155	338,830	3,675	On Time	A-9
135	4000 miles	40,954	44,564	3,610	On Time	C
200	6000 miles	299,076	304,518	5,442	On Time	A-5
201	6000 miles	305,740	311,240	5,500	On Time	A-4
203	6000 miles	229,930	235,376	5,446	On Time	A-2
204	6000 miles	207,010	212,603	5,593	On Time	A-1
205	6000 miles	201,513	207,035	5,522	On Time	C
207	6000 miles	34,798	40,342	5,544	On Time	C
208	6000 miles	11,686	17,219	5,533	On Time	B
209	6000 miles	22,865	28,680	5,815	On Time	A-5
210	6000 miles	23,344	28,992	5,648	On Time	A-5
211	6000 miles	17,627	23,126	5,499	On Time	A-4
212	6000 miles	11,586	17,361	5,775	On Time	B
250	6000 miles	22,838	28,452	5,614	On Time	A-5
300	4000 miles	162,336	166,178	3,842	On Time	A-3
302	4000 miles	116,764	120,742	3,978	On Time	A-7
351	4000 miles	135,209	138,933	3,724	On Time	B-1
351	4000 miles	138,933	142,876	3,943	On Time	A-5
1100	4000 miles	18,857	22,471	3,614	On Time	A-5
1101	4000 miles	92,427	96,320	3,893	On Time	A-9

PMIs Completed: 20

On Time: 20	100.0%
Early: 0	0.0%
Late: 0	0.0%

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



December 2022 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of December 2022.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on January 10, 2023.

OPERATIONS

Fixed Route

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

	Reported	Scheduled	Difference
Revenue Hours	2,954.0	2,919.7	34.4
Total Hours	3,277.7	3,251.3	26.4
Revenue Miles	62,325	61,848	477
Total Miles	69,581	69,588	(7)
Passengers per Revenue Hour		9.4	
Passengers per Revenue Mile		0.4	

Demand Response

Following are the actual miles and hours reported by contractor:

Revenue Hours	251.2
Total Hours	329.1
Revenue Miles	3,480
Total Miles	5,518
Average Weekday Revenue Hours	11.1
Passengers per Revenue Hour	2.1
Passengers per Revenue Mile	0.1

OPERATIONS DATABASE

Analysis of Contractor Invoice Data for Accuracy: Solutions for Transit reviewed the entries using a 5% tolerance to determine if the entries need to be corrected or commented. The Over/Under Report represents the **106** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected.

There were **1** unreported roadcalls.

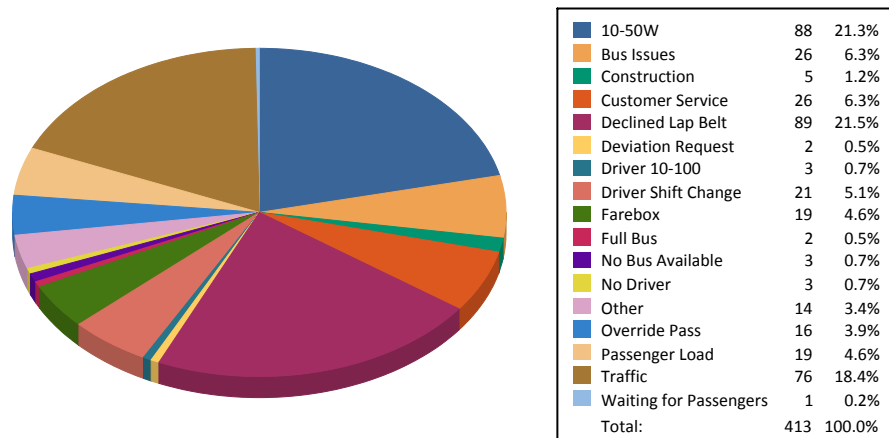
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

Late to First Stop: There were **171** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in **22 hours 02 minutes** of delayed service.

Logging Out Early: There were **1** occurrences where the operator logged off before the end of revenue service totaling **0 hours 12 minutes** of unaccounted revenue time.

Delays: During the month of December, **413** delays were reported by the contractor. The average delay was **4** minutes. The delays are broken down as follows:

Delays by Category



Customer Comments: During the month of December, **8** complaints were called in. Of these the contractor followed up on **3**. In addition, **0** commendations were called in.

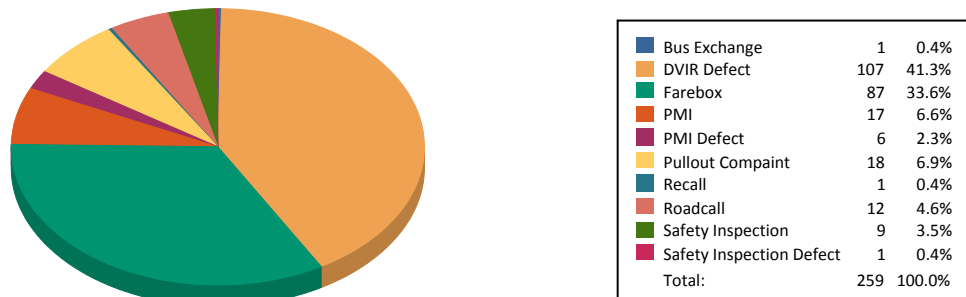
MAINTENANCE

PMIs Completed: There were **17** PMIs completed during the month of December. Of these, **0** were completed late based on the information entered into The Reporting Solution.

- Roadcalls:** There were 13 roadcalls/bus exchanges for the month of December.
- o 9 of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
 - o **8,531** miles between roadcalls as defined by NTD
 - o The industry standard for miles between roadcalls is 6,000 miles

Work Orders Created:

Work Orders by Type



Open Work Orders:

There were **0** open work orders.

REPORTS

Monthly Reports: The following Monthly Reports are attached:

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

IT SUPPORT

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



RIDERSHIP AND FARES

Period: 12/1/2022 to 12/31/2022

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Grey-hound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopa-h	Vista	WC	Bikes	Guides	
Orange 2	1,207	541	0	67	13	358	183	19	0	51	1	3	25	3	12	774	22	67	11	71	0	3,346
Green 4	337	288	0	84	79	453	302	18	0	16	1	0	26	0	84	127	77	532	9	35	0	2,424
Green 4A	227	231	0	29	47	329	119	11	0	19	0	0	17	0	21	73	36	332	3	39	0	1,491
Blue 5	216	132	0	52	69	272	178	3	0	40	0	1	33	1	35	10	50	12	15	140	2	1,104
Purple 6	319	200	0	46	35	162	60	12	0	78	0	0	43	2	9	31	865	50	25	44	0	1,912
Gold 8	48	23	4	22	8	19	14	0	0	1	0	0	1	0	2	75	0	9	4	3	0	222
Silver 9	19	6	0	7	0	5	23	4	0	0	0	0	0	0	3	448	0	5	1	21	0	520
Turquoise 10	106	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	107
Yellow 95	7,241	4,158	1	539	216	1,267	1,350	145	0	278	0	10	73	8	139	751	206	326	50	331	0	16,707
Grand Total:	9,719	5,580	5	846	467	2,865	2,229	212	0	483	2	14	218	14	305	2,289	1,256	1,333	118	692	2	27,832

REVENUE:

Total Revenue: \$29,848.92
 Unclassified Revenue: \$1,015.32
 As a % of Total: 3.40%



OPERATING SUMMARY - Systemwide Fiscal Year 2023

Systemwide

	Quarter				Quarter				YTD
	Jul-22	Aug-22	Sep-22	Qtr Total	Oct-22	Nov-22	Dec-22	Qtr Total	
Weekday Ridership	16,767	25,939	27,895	70,601	28,982	27,927	25,442	82,351	152,953
Saturday Ridership	1,754	1,502	1,615	4,871	2,326	1,981	2,390	6,697	11,568
Total Ridership	18,521	27,441	29,510	75,472	31,308	29,908	27,832	89,048	164,521
Weekday Revenue Hours	2,642.7	2,879.5	2,702.6	8,224.9	2,719.7	2,532.4	2,697.0	7,949.2	16,174.0
Saturday Revenue Hours	259.1	206.5	206.6	672.2	260.1	199.9	257.0	717.1	1,389.3
Total Revenue Hours	2,901.8	3,086.1	2,909.2	8,897.1	2,979.9	2,732.3	2,954.0	8,666.3	17,563.4
Weekday Total Hours	2,875.2	3,181.3	3,010.4	9,067.0	3,033.1	2,824.4	2,990.9	8,848.4	17,915.4
Saturday Total Hours	289.4	230.1	231.3	750.8	293.4	223.3	286.8	803.4	1,554.2
Total Hours	3,164.6	3,411.4	3,241.8	9,817.8	3,326.5	3,047.7	3,277.7	9,651.8	19,469.6
Weekday Revenue Miles	56,765	62,039	57,760	176,564	58,095	53,861	57,100	169,056	345,620
Saturday Revenue Miles	5,323	4,258	4,193	13,774	5,330	4,032	5,225	14,587	28,361
Total Revenue Miles	62,088	66,297	61,953	190,338	63,425	57,893	62,325	183,643	373,981
Weekday Total Miles	62,094	68,623	64,872	195,589	65,442	60,835	63,663	189,940	385,529
Saturday Total Miles	6,040	4,849	4,789	15,678	6,097	4,598	5,918	16,613	32,291
Total Miles	68,134	73,472	69,661	211,267	71,539	65,433	69,581	206,553	417,820
# Operating Weekdays	20	23	21	64	21	20	21	62	126
# Operating Saturdays	5	4	4	13	5	4	5	14	27
# Total Operating Days	25	27	25	77	26	24	26	76	153
Avg Weekday Ridership	838.3	1,127.8	1,328.3	1,103.1	1,380.1	1,396.4	1,211.5	1,328.2	1,213.9
Avg Saturday Ridership	350.8	375.5	403.8	374.7	465.2	495.3	478.0	478.4	428.4
Avg Daily Ridership	740.8	1,016.3	1,180.4	980.2	1,204.2	1,246.2	1,070.5	1,171.7	1,075.3
Wkday Ridership/Rev Hr	6.3	9.0	10.3	8.6	10.7	11.0	9.4	10.4	9.5
Sat Ridership/Rev Hr	6.8	7.3	7.8	7.2	8.9	9.9	9.3	9.3	8.3
Avg Weekday Rev Hours	132.1	125.2	128.7	128.5	129.5	126.6	128.4	128.2	128.4
Avg Saturday Rev Hours	51.8	51.6	51.7	51.7	52.0	50.0	51.4	51.2	51.5
Avg Weekday Rev Miles	2,838	2,697	2,750	2,759	2,766	2,693	2,719	2,727	2,743
Avg Saturday Rev Miles	1,065	1,065	1,048	1,060	1,066	1,008	1,045	1,042	1,050



TOTAL MILES AND HOURS BY ROUTE December 2022

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	360.2	42.0	402.2	6,784	312	7,096
Brown Route 3						
Green Route 4	291.5	12.7	304.2	4,809	212	5,021
Green Route 4A	228.5	15.3	243.8	3,954	189	4,143
Blue Route 5	272.4	10.4	282.8	6,445	176	6,621
Purple Route 6	499.7	34.7	534.4	11,033	734	11,767
Gold Route 8	65.0	37.0	102.1	1,936	936	2,872
Silver Route 9	78.4	67.8	146.3	2,559	1,624	4,183
Turquoise Route 10	69.7	10.6	80.4	3,027	164	3,191
Yellow Route 95	1,088.5	93.1	1,181.5	21,778	2,909	24,687

Totals for December 2022			
Total Hours	3,277.67	Total Miles	69,581
Revenue Hours	2,954.05	Revenue Miles	62,325
Non-Revenue Hours	323.62	Non-Revenue Miles	7,256



OPERATING SUMMARY - On-Call Fiscal Year 2023

	Quarter				Quarter				YTD
	Jul-22	Aug-22	Sep-22	Qtr	Oct-22	Nov-22	Dec-22	Qtr	
Weekday Ridership	486	657	586	1,729	597	520	488	1,605	3,334
Saturday Ridership	10	19	27	56	39	19	24	82	138
Total Ridership	496	676	613	1,785	636	539	512	1,687	3,472
Weekday Revenue Hours	228.0	334.1	289.7	851.8	282.8	251.3	232.2	766.3	1,618.1
Saturday Revenue Hours	4.6	10.3	12.3	27.3	16.7	13.6	19.0	49.3	76.6
Total Revenue Hours	232.7	344.4	302.0	879.1	299.5	264.9	251.2	815.6	1,694.7
Weekday Total Hours	303.3	411.9	367.3	1,082.5	344.7	319.4	304.8	969.0	2,051.5
Saturday Total Hours	7.6	15.8	17.2	40.6	20.6	17.8	24.2	62.6	103.2
Total Hours	310.9	427.7	384.4	1,123.0	365.3	337.2	329.1	1,031.6	2,154.6
Weekday Revenue Miles	3,798	5,061	4,186	13,045	4,059	3,369	3,106	10,534	23,579
Saturday Revenue Miles	70	132	186	388	281	287	374	942	1,330
Total Revenue Miles	3,868	5,193	4,372	13,433	4,340	3,656	3,480	11,476	24,909
Weekday Total Miles	5,391	7,162	6,419	18,972	5,766	4,919	4,943	15,628	34,600
Saturday Total Miles	202	242	326	770	462	493	575	1,530	2,300
Total Miles	5,593	7,404	6,745	19,742	6,228	5,412	5,518	17,158	36,900
# Operating Weekdays	20	23	21	64	21	20	21	62	126
# Operating Saturdays	4	4	3	11	5	4	5	14	25
# Total Operating Days	24	27	24	75	26	24	26	76	151
Avg Weekday Ridership	24.3	28.6	27.9	27.0	28.4	26.0	23.2	25.9	26.5
Avg Saturday Ridership	2.5	4.8	9.0	5.1	7.8	4.8	4.8	5.9	5.5
Avg Daily Ridership	20.7	25.0	25.5	23.8	24.5	22.5	19.7	22.2	23.0
Wkday Ridership/Rev Hr	2.1	2.0	2.0	2.0	2.1	2.1	2.1	2.1	2.1
Sat Ridership/Rev Hr	2.2	1.8	2.2	2.1	2.3	1.4	1.3	1.7	1.8
Avg Weekday Rev Hours	11.4	14.5	13.8	13.3	13.5	12.6	11.1	12.4	12.8
Avg Saturday Rev Hours	1.2	2.6	4.1	2.5	3.3	3.4	3.8	3.5	3.1
Avg Weekday Rev Miles	190	220	199	204	193	168	148	170	187
Avg Saturday Rev Miles	18	33	62	35	56	72	75	67	53



PMIs COMPLETED

Period: 12/1/2022 - 12/31/2022

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	PMI
122	4000 miles	295,000	298,605	3,605	On Time	B-2
151	5000 miles	134,961	139,542	4,581	On Time	C
153	5000 miles	131,168	135,693	4,525	On Time	A-2
203	6000 miles	235,376	241,042	5,666	On Time	A-3
206	6000 miles	181,619	187,156	5,537	On Time	A-5
208	6000 miles	17,219	22,627	5,408	On Time	A-4
209	6000 miles	28,680	34,291	5,611	On Time	A-6
211	6000 miles	23,126	28,909	5,783	On Time	A-5
212	6000 miles	17,361	23,043	5,682	On Time	A-4
250	6000 miles	28,452	34,029	5,577	On Time	A-6
300	4000 miles	166,178	169,804	3,626	On Time	A-4
300	4000 miles	169,804	173,655	3,851	On Time	B-1
301	4000 miles	172,427	176,207	3,780	On Time	A-7
302	4000 miles	120,742	124,518	3,776	On Time	A-8
303	4000 miles	62,488	66,222	3,734	On Time	A-5
351	4000 miles	142,876	146,596	3,720	On Time	A-6
1102	4000 miles	88,220	91,952	3,732	On Time	A-9

PMIs Completed: 17

On Time: 17 100.0%

Early: 0 0.0%

Late: 0 0.0%

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



Yuma County Intergovernmental Public Transportation Authority

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

Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

Transit Directors Report November -December 2022

- Bi-weekly meetings regarding the Hotel Del Sol project with the City of Yuma, SPS+ Architects and other stakeholders. FTA is now attending the first meeting of each month to discuss obtaining SHPO concurrence on project.
- Update of corrective action on the Triennial Review.
- YCIPTA staff update: Chona Medel has returned to YCIPTA as of January 6, 2023.
- Submitted and awarded Section 5307 grants for continued operations.
- Attended virtual Best Procurement Practices for FTA Recipients training.
- YCIPTA will be receiving new computer equipment for selling Greyhound tickets as FLIX is now converting all sales through their system.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Carmen Juarez - Chairman - City of Somerton, Ralph Velez – Vice Chairman - City of San Luis,
Jay Simonton Sec/Treas– City of Yuma, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, , Eric Holland – Cocopah Tribe, Ian McGaughey – Yuma County,
Susanna M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director



RIDERSHIP AND FARES

Period: 12/1/2021 to 12/31/2021

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Greyhound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes	Guides	
Orange 2	640	205	0	64	19	256	66	1	0	22	18	0	14	9	4	362	20	37	7	48	1	1,737
Brown 3	90	125	68	36	24	87	62	1	0	16	0	0	7	8	0	64	1	0	9	12	0	521
Green 4	260	322	0	66	88	345	190	1	0	34	0	0	30	18	29	82	72	463	2	54	0	2,000
Green 4A	171	123	0	37	58	201	42	4	0	19	1	0	29	39	13	44	37	126	3	15	0	944
Blue 5	273	183	0	75	46	276	133	1	0	50	8	0	43	2	0	3	47	0	15	45	0	1,140
Purple 6	248	213	0	31	43	105	24	14	0	53	0	0	35	0	1	18	1,215	22	34	33	0	2,022
Gold 8	26	8	4	9	8	11	1	0	0	3	0	0	1	13	1	19	1	33	2	4	0	134
Silver 9	23	3	0	0	0	1	46	0	0	0	0	0	0	0	0	144	7	2	0	0	0	226
Turquoise 10	108	0	0	0	3	0	0	0	0	2	0	0	0	0	0	0	1	0	2	2	0	114
Yellow 95	7,376	3,863	2	459	206	1,182	660	32	0	283	0	0	124	92	41	557	314	127	87	237	4	15,316
Grand Total:	9,216	5,045	74	777	495	2,464	1,224	54	0	482	27	0	283	181	89	1,293	1,715	810	161	450	5	24,155

REVENUE:

Total Revenue: \$28,183.98
 Unclassified Revenue: \$643.28
 As a % of Total: 2.28%



RIDERSHIP AND FARES

Period: 12/1/2022 to 12/31/2022

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Gold 8	48	23	4	22	8	19	14	0	0	1	0	0	1	0	2	75	0	9	4	3	0	222
Silver 9	19	6	0	7	0	5	23	4	0	0	0	0	0	0	3	448	0	5	1	21	0	520
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