



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

NOTICE AND AGENDA OF THE REGULAR MEETING 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:

Tuesday May 30, 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.

The agenda for the meeting is as follows:

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

Shelly Kreger, Transit Director

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

1. Adopt the April 24, 2023 regular session minutes. Action required. Pg. 4

DISCUSSION & ACTION ITEMS:

1. Discussion and or action regarding the replacement of the Director for Cocopah Indian Tribe and election of a new Secretary/Treasurer. Action required. Pg. 15
2. Discussion and or action regarding the increase in YCIPTA Member Entity Dues for FY2023-2024. Action required. Pg. 18
3. Discussion and or action regarding the FY2023/24 Operating and Capital Budget. Action required. Pg. 20
4. Discussion and or action regarding the Member Entity In-Kind agreements for shelter advertising and right-of-way lease space. No action required. Pg.38
5. Discussion and or action regarding the Member entity in-kind agreements for Directors services. No action required. Pg. 131
6. Discussion and or action regarding the Request for Proposal for Financial Auditing Services #2023-01. Action required. Pg. 189
7. Discussion regarding Cocopah Indian Tribe's contribution towards Purple Route. No action required. Pg, 246
8. Discussion and or action regarding YCIPTA Shelter and Bus Stop permit status report. No action required. Pg. 263

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

PROGRESS REPORTS:

1. Operations Manager Report/Maintenance Update– Shane Bollar, General Manager – RATP Dev. *No action required.* Pg.265
2. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.* Pg. 266
3. Transit Ridership – Carol Perez, Transit Operations Manager. *No action required.* Pg. 275
4. Financial Report – Chona Medel, Financial Services Operations Manager. *No action is required.*

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

June 26, 2023

Renewal and Update MOU's and agreements

ADJOURNMENT

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

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Board Meeting session on Monday, April 24, 2023 at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ 85364. The Chair, Mr. Jay Simonton called the meeting to order at 1:30 P.M.

Members Present:

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

Others Present:

Shelly Kreger/YCIPTA/Transit Director
Carol Perez/YCIPTA/Transit Operations Manager
Chona Medel/YCIPTA/Financial Services Operations Manager
David Garcia/YCIPTA/Transit Management Assistant
Lorena Sanchez/YCIPTA/Clerk II
Shane Bollar/RATP DEV/General Manager
Anabel Teran/RATP DEV/ Operations Manager
Jennifer Sheilds/Benesch, Shadle & White, PLC/ Audit Partner

The Pledge of Allegiance was led by Mr. Simonton

CALL TO PUBLIC:

There were no public comments made. No action required. No action taken.

CONSENT CALENDAR:

No. 1: Adopt the March 6, 2023 regular session minutes. Action required.

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

Voice Vote: Motion Carries, 8-0.

DISCUSSION & ACTION ITEMS:

No. 1: Discussion notifying all members of discussions held on March 27, 2023 as an act of transparency, notes taken during this discussion are attached to the staff report for this item. No Action required.

Ms. Kreger stated she spoke to Christy Isbell in regards to the meeting and notes taken on March 27th. She explained Ms. Isbell was concerned some open meeting laws were violated so the

local ombudsman was contacted. Ms. Kreger stated the ombudsman explained no laws were violated due to having an agenda and meeting was held in open session.

No actions required. No action taken.

No. 2: Discussion and or action regarding the YCIPTA Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ending June 30, 2022 presented by Jennifer Shields from Heinfeld Meech. Action required.

Ms. Shields presented her report adding the praise of this audit report being the first in the last four (4) years to be on time with a date of March 28th and a due date of March 31st. She reported an unmodified opinion was given on the financial statements which is the best audit opinion receivable. Ms. Shields stated there were no disagreement in communications with management, nor difficulties in performing the audit. She added no adjustments were needed and all requested material was provided.

Ms. Shields stated in the single audit there was one (1) finding in regards to procurements. She added due to fiscal year 2021's audit being done later in the year around the time of June 2022 the window to implement an action plan is very small so the corrective action plan shows only partially complete in following audits. She stated due to the time lapse the finding should show resolved by fiscal year 2023.

Ms. Shields stated the entity is still not considered low risk auditee. She explained to qualify as a low-risk auditee in the single audit division you must have no material weaknesses or significant findings, as well as having audits done on time for two (2) years. She added not being low risk does not change any chances of funding.

Mr. McGaughey inquired as to any assessment available to measure the long-term viability of this organization.

Ms. Shields advised an assessment of that kind could not be found in any financial statement audit, and would need to be done under a separate type of engagement that would provide a prospective opinion. She added that engagement could be done under Government Auditing Standards.

Mr. Velez asked why a single audit is required.

Ms. Shields explained a single audit is required when a nonfederal agency spends more than \$750,000 of federal money.

Mr. Golding questioned the finding of 2022 in the report read as if compliance could not be shown due to not completing a procurement under the new policy.

Ms. Shields stated yes. She explained that in a perfect scenario, bids would be received in the first quarter of the prior fiscal year to be ready for the upcoming year. She added, however with this agency, contracts are done periodically throughout the year. The situation specifically in the finding was a written quote that was not received to renew the procurement process.

Ms. Kreger stated the procurement was for fuel.

Ms. Shields stated that was correct along with another she could not recall.

Ms. Medel stated it was a small purchase for signage.

Mr. Golding questioned if the finding was possible to occur again next year if the procurement process is not complied with.

Ms. Shields stated yes. She added the process would need to be followed as well as considering all state rules and regulations to keep compliant. She stated there are many aspects looked at under procurement audits. Ms. Shields explained at times even if the procurement process is followed there are many factors that may result in findings such as insufficient documentation, or late awards.

Mr. Holland thanked Ms. Kreger and Ms. Medel for allowing him to do a financial review for his new position as Secretary Treasurer. He stated YCIPTA's productivity, strength, and collaboration with outer offices to process monies and documentation is remarkable.

Mr. Velez questioned which procurement code is followed.

Ms. Kreger stated there is a procurement policy.

Mr. Velez asked if the policy was YCIPTA's or The City of Yuma's.

Ms. Kreger stated it is ours and a new policy approved by the Federal Transit Authority (FTA) was just adopted as well.

Ms. Medel stated in regards to Mr. Goldings question of repeated findings coming up, the same finding may come up this year due to the fiscal year ending in June. She stated she has reached out to other agencies to find Request for Proposals (RFP) for fueling. She added it is difficult for us due to not being a County or City entity and not having the same policy backing along with only being able to go out and procure. She added the process is the same with our Information Technology (IT) Services and other services. Ms. Medel clarified it is mainly a timing issue and will most likely encounter the same finding in the coming audit.

Ms. Kreger stated FTA also has time limits on procurements as well.

Ms. Shields clarified from the audit perspective the procurement policy is compared to the federal government requirements. She stated having a collaboration and guidance from FTA on the procurement policy helps assure the requirements are included in the policy assuring compliance.

Mr. Simonton stated he was happy to see reports are back on time.

Motion (Velez/Golding): To approve the YCIPTA Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ending June 30, 2022.

Voice Vote: Motion Carries, 8-0.

No. 3: Public hearing and action regarding YCIPTA Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) Program FY23-25 Disadvantaged Business Enterprise Goal Proposal. Action required.

Ms. Kreger stated only one public hearing is required but a second is given out of courtesy and in support of public outreach. She added the goal increase is brought in attempts to clear out a past audit finding and avoid future ones.

Mr. Simonton requested an explanation of the purpose of the program.

Ms. Kreger explained that since Federal funds is used a certain amount of that must go to DBE participants. She stated that includes any contractors from bus washers to cleaning personal. She explained all the DBE eligible companies are compiled along with additional ones, gathered from the website AZ UTRACS, willing to do work in Yuma County. She added once the list of DBE companies is compiled, she then checks the Bureau of Labor Statistics for the total of companies that do those specific jobs. She stated once the totals are counted, she divides the total number of companies in Arizona by the number of DBE companies, concluding in the percentage goal.

Mr. Simonton questioned what would happen if the goal was not met.

Ms. Kreger stated there are no repercussions, it is only a suggested goal.

Mr. Golding stated which we have been meeting.

Ms. Kreger agreed.

Mr. Simonton implied it should not be difficult with us being in the area we are in.

Ms. Kreger stated it is surprising how little there is in our area.

Ms. Medel explained it requires a registration in the system and many small businesses rather not complete the process to be certified.

Ms. Zambrano questioned who assigned the goal number.

Ms. Medel stated it is a calculation.

Ms. Zambrano asked who determines the calculation.

Ms. Kreger stated she gathers the data and completes the calculation.

Ms. Medel explained the data and calculations are submitted to the FTA for review. If any questions or concerns arise, they contact Ms. Kreger.

Mr. Holland asked if the FTA has a set standard for the percentage amount.

Ms. Kreger stated she has not been aware of one in any of her reading material.

Mr. Golding stated it is only aspirational.

Ms. Kreger agreed.

Mr. Golding commented on the percentage believing it was pitifully low.

Ms. Kreger stated many companies do not want to complete the registration process which takes place in Phoenix.

Ms. Medel stated there are classes to be taken as well.

Mr. Golding stated in his experience working with small businesses he has suggested too many to complete these processes but has disappointedly seen none do so.

Motion (Golding/Holland): To approve the YCIPTA Federal Transit Administration DBE Program FY23-25 Disadvantaged Business Enterprise Goal Proposal.

Voice Vote: Motion Carries, 8-0.

No. 4: Discussion and or action regarding the increase in YCIPTA Member Entity Dues for FY2023-2024 and Adoption of the DRAFT FY2023/24 Capital and Operating Budget. Action required.

Ms. Kreger praised Ms. Medel on the good job she did to compose the financial reports. She continued by explaining the report as contained in member's packet.

Mr. Velez questioned the status on the Greyhound in-kind.

Ms. Medel explained the Greyhound in-kind is complete. She added the Arizona Department of Transportation (ADOT) handles that source and is already beginning to process next fiscal years which for ADOT begins in October.

Mr. Golding stated in the narrative of the "about" section does not mention the departure of Northern Arizona University.

Mr. Simonton thanked Ms. Kreger for being able to reduce the entity dues increase amount.

Mr. McGaughey agreed expressing the same gratitude. He added he is concerned for the long-term viability of the organization.

Mr. Golding agreed with Mr. McGaughey regarding the long-term viability.

Ms. Kreger stated she spoke to Lynne Pancrazi regarding a transportation tax. She stated she told Ms. Pancrazi a tenth of a percentage is insufficient. She added Ms. Pancrazi will discuss with her fellow board members.

Mr. Simonton asked if we are eligible for a transit tax.

Ms. Kreger clarified it is a transportation tax that is given to all cities with transit being eligible for a portion of it.

Mr. Simonton inquired if approval was being sought for the rate increase and the budget.

Ms. Kreger stated yes.

Mr. Simonton asked if there was time to review the budget report. He questioned if the budget was review by all members and ready to approve. Mr. Simonton asked if there was an urgency to approve the budget.

Ms. Kreger stated she had hopes to pass the budget but entity dues could be reviewed further.

Mr. Simonton stated the questions were asked in case other members had not proposed their draft budgets to their elective bodies with the increase included. He stated he did not want to commit other members to approve an amount not presented or approved by their elective bodies yet.

Mr. Galaviz stated he has not yet discussed the increase with his elective body but will begin discussions soon.

Mr. Simonton stated for transparency reasons the change should be discussed with all member's elective bodies before any changes are done in case the elective bodies do not approve and there is no way to revert.

Mr. McGaughey stated he is scheduled to meet with his board in coming days, and suggests to hold off the approval until the next meeting.

Mr. Simonton stated all members should be ready to discuss the increase and present proposals as needed to be ready to approve for next meeting.

Mr. Holland stated he understands the importance of transparency in presenting increases to all entities, he requested Ms. Medel explain the importance of a time frame and how it affects financial goals and payment schedules.

Ms. Medel stated when entity dues are approved timely it helps make the process run faster. She explained funding gets very low toward the end of the year, with all funds being reimbursable, bills must get paid before it is reimbursed. She added it is a strain on employees trying to prioritize bill payments to continue providing service.

Mr. Simonton stated the budget proposal is for fiscal year 24 beginning July. He added entity dues were requested as early as possible last year to assist with cash flow and payment for this coming fiscal year would not be payable until July.

Ms. Medel stated yes that is understood.

Mr. Simonton stated a rushed approval is not possible.

Ms. Zambrano stated she has discussed the increase with her organization and seen no opposition.

Mr. Simonton stated a 5% increase is manageable but out of courtesy to neighboring cities the approval will be postponed.

Mr. Marsh thanked Mr. Simonton for the courtesy and hopes to have discussed the matter in the coming weeks.

Mr. Golding stated he understood entity dues could not stay consistent and increases would be inevitable. He explained the efforts to interpret the increases needed for the following year is found by calculating how much is collected in the prior year, how much is received and spent. He stated presentational workshops would be helpful in explaining to Board Members the details as opposed to only stating the increase amount.

Mr. Simonton agreed suggesting explanation as to where the money has gone, what was it used for and other details.

Mr. Golding stated he questioned the Hotel Del Sol project last year. He stated he asked if the expenditure and match was included in the entity dues and received a yes. He inquired if the total amount was received from the contributions but was not fully used would there be a carry over. Mr. Golding stated that is where the workshop would be able to explain the details in question.

Ms. Medel explained money was returned to ADOT due to insufficient local match. She stated the matter of having the money is not the struggle it is the difficulty of finding the local match. She explained at times in-kind are not always approved by the FTA. Ms. Medel added the validation process to approve in-kind is becoming harder and harder with having to prove time, right away lease, and advertising. She added there are many ideas and projects available but the funding is not there unfortunately.

Mr. Golding stated Mr. McGaughey may be right about the viability. He suggested if funding is not found, services may need to be adjusted or changed. He continued suggesting service may need to be reduced to a more demand orientated service.

Discussion item tabled until next meeting.

Motion (Velez/Galaviz): To table the vote to increase YCIPTA Member Entity Dues for FY2023-2024 and review of the DRAFT FY2023/24 Operating Budget.

Voice Vote: Motion Carries, 8-0.

No. 5: Discussion and or action regarding the Imperial County Transportation Commission (ICTC) Transportation Development Act (TDA) Triennial Performance Audit for FY2019/20 – FY2021/22 of Fort Yuma Quechan Indian Tribe and YCIPTA. No action required.

Ms. Kreger explained the audit was conducted with the YCIPTA team along with Mr. Goldings team, and the Yuma County Transportation Commission. She added Mr. Golding may have additional information if needed.

Mr. Golding stated the report contained good news and hopes the contribution from Imperial County Transportation Commission (ICTC) will increase in the coming years.

Mr. Simonton questioned if the ridership levels justified an increase.

Mr. Golding stated the levels were just below pre-pandemic numbers.

Ms. Kreger stated there is an attempt to shift the responsibility to ICTC rather than all on YCIPTA.

Mr. Golding stated 10-12 years ago when the service started ICTC was covering most of the costs, but as things progressed the cost responsibility changed. He stated ICTC covers about 40% of the costs.

No actions required. No action taken.

No. 6: Discussion and or action regarding Bus Shelter Advertising agreements with YCIPTA Member Entities. Action required.

Mr. Simonton stated the discussion will be moved to the next meeting.

Ms. Kreger agreed stating the agreements were not received timely and contained many errors needing adjustments.

Discussion moved to next meeting.

No. 7: Discussion and or action regarding YCIPTA Shelter, Bus Stop permit status and advertising report. No action required.

Ms. Kreger stated an agreement has been done with City of San Luis, agreeing if they install bus shelters themselves the shelters will be provided.

No actions required. No action taken.

PROGRESS REPORTS:

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

Mr. Bollar presented report as contained in member's packets. He stated a new computer system was installed to monitor drivers on the road. He stated there were a few in-yard accidents that prompted bigger parking spaces for buses in hopes to prevent more.

Mr. Simonton questioned if staff was full.

Mr. Bollar stated yes, all positions are filled with the exclusion of a parts position that recently left.

Mr. Golding stated he was happy with all the safety precautions implemented. He added with promoting sustainability passengers need to be considered. He stated on numerous occasions he has witnessed buses drive by waiting passengers and not arriving on time or at all. Mr. Golding believes situation like those discourage ridership.

Mr. Holland advised the Department of Defense has extensive ground and motor vehicle safety trainings that they could provide insight and trainings in those fields. He added providing those services would qualify as community services to those service members. Mr. Holland stated a motor vehicle safety specialist would possibly be willing to complete a survey of the operations free of charge.

Mr. Bollar commended the advice. He added safety meeting can become stagnant only hearing the same person every meeting.

Mr. Holland confirmed stating it would be a fresh set of eyes.

No actions required. No action taken.

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

Ms. Kreger introduced David Garcia as the new Transit Management Assistant. She stated it being his fourth week and doing very well getting to know the position.

Mr. Garcia introduced himself stating he is a family man with three (3) kids and hopes to contribute as much as he can. He added he has a great interest in improving the county.

Ms. Kreger stated the situation with Vista High School has continued. She advised a meeting with Vista High School Principal did occur regarding the consequences that were appointed to students. She stated the situation has reduced with only one recent situation of bullying, which neither Vista nor YCAT will stand for that so a 60-day suspension was given. Ms. Kreger continued with the remainder of the report as contained in member's packet. She announced a partnership, with the Yuma Regional Bicycle Coalition, that will allow passengers riding bikes to board for free during the week of May 15th - 20th.

No Action Taken. No Action Required.

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

Ms. Perez presented ridership levels stating we are just below pre-pandemic levels.

Mr. Simonton stated we are almost there.

Ms. Perez confirmed, then proceeded to present a newsletter she created for the internal staff to ensure all are updated and aware of what is going on.

No Action Taken. No Action Required.

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

Ms. Medel explained the Greyhound commissions are low due to the Flix merger Greyhound is conducting. She added all contracts are signed but credentials are pending. Ms. Medel expressed to the board her struggle of submitting the financial reports by the requested due date. She stated the Financial Sustainability Committee requested all agenda items due seven (7) days prior to scheduled meetings but, she explained, the close of the month is the 15th and by the time all entries are entered it can be anywhere from the 15th to the 20th. She added additional days are needed to check, approve, and reconcile and entries. She requested the financial reports be accepted later than other material as she has done recently.

Mr. Simonton agreed stating it should be fine.

Ms. Medel stated she has sent emails regarding the in-kind to all entities through Adobe sign. She expresses the importance of receiving all back up material for FTA along with a prompt response to complete the process.

Mr. Golding inquired as to the over payment from the Quechan Tribe, stated in the aging summary.

Ms. Medel stated yes, it is correct.

Mr. Golding stated it will be discussed again later.

No Action Taken. No Action Required.

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:

Ms. Kreger stated herself and Ms. Perez will be out of town on training May 22nd and the following Monday, May 29th will be a holiday. She requested the following meeting take place Tuesday May 30th.

Ms. Zambrano stated she will not be available that day.

Mr. Simonton stated it could work for him.

Mr. Holland stated yes.

Mr. Velez agreed.

Mr. Marsh stated he would be flying back from Louisiana but could phone in that meeting.

Mr. Golding stated he would be available.

May 30, 2023

ADJOURNMENT

There being no further business to come before the Authority in regular session, the meeting was adjourned at 2:37 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

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

May 23, 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 replacement of the Director for Cocopah Indian Tribe and election of a new Secretary/Treasurer.

Requested Action:

Motion #1 - Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the replacement of the Director for Cocopah Tribe.

Motion #2 - Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors elect a new Secretary/Treasurer.

Background and Summary: Staff was informed that Mr. Eric Holland is no longer with Cocopah Indian Tribe. Staff has requested that the Cocopah Tribal Council appoint someone to replace Mr. Holland on the YCIPTA Board of Directors. As of the time of this staff report YCIPTA has not been notified of who this person will be. Staff was informed that we should be notified in the next few days.

As a result of Mr. Hollands departure, the Board will need to elect another Director to assume the position.

Financial Impacts: N/A

Budgeted: N/A

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

Recommended Motion:

Motion #1 - Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the replacement of the Director for Cocopah Tribe.

Motion #2 - Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors elect a new Secretary/Treasurer

Legal Counsel Review: No

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

Shelly Kreger, Transit Director



Yuma County Intergovernmental Public Transportation Authority

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

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

May 23, 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 increase in YCIPTA Member
Entity Dues for FY2023-2024.

Requested Action: Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the increase in Member entity dues for FY2024.

Background and Summary: Included in this staff report is the requested Entity dues increase of 5% totaling \$50,267.81. This amount is needed in order to help balance the budget. During the YCIPTA Board meeting on April 24, 2023 it was requested that this item be tabled until this meeting in order for the member entities to bring back to their respective boards/councils allowing them to review.

During this past month staff has met with Cocopah Tribal Council as well as attended the City of San Luis work session. Presentations were provided to both entities.

Financial Impacts: \$50,267.81 deficit if dues are not increased.

Budgeted: Yes

Recommended Motion: Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the increase in Member entity dues for FY2024.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Jay Simonton - Chairman – City of Yuma, Susan M. Zambrano – Vice Chairman – Arizona Western College

Eric Holland Sec/Treas– Cocopah Tribe, Richard Marsh – Town of Wellton,

Brian Golding, Sr.-Quechan Tribe, Ian McGaughey – Yuma County,

Ralph Velez – City of San Luis, Louie Galaviz- City of Somerton

Shelly Kreger, Transit Director

Legal Counsel Review: No

Attachments: Entity dues increase calculation sheet.

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

Shelly Kreger, Transit Director

Governmental Entity	Current Amount of Annual Contributions		5% Increase	New dues for FY23/24
Yuma County	\$263,250.48	26.18%	\$13,162.52	\$276,413.00
City of Yuma	\$339,765.72	33.80%	\$16,988.29	\$356,754.01
Town of Wellton	\$24,631.32	2.45%	\$1,231.57	\$25,862.89
City of San Luis	\$119,891.43	11.93%	\$5,994.57	\$125,886.00
City of Somerton	\$50,827.25	5.06%	\$2,541.36	\$53,368.61
Quechan Indian Tribe	\$9,780.16	0.97%	\$489.01	\$10,269.17
Cocopah Indian Tribe	\$69,704.64	6.93%	\$3,485.23	\$73,189.87
AWC	\$127,505.28	12.68%	\$6,375.26	\$133,880.54
Total	\$1,005,356.28	100.000%	\$50,267.81	\$1,055,624.09



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

May 23, 2023

Discussion and Action Item 3

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding adoption of the FY2023/24
Capital and Operating Budget.

Requested Action: Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors adopt the FY2023/24 Capital and Operating budget.

Background and Summary: Attach to this staff report is a DRAFT FY2023/24 Capital and Operating Budget showing the estimated expenses for and the expected revenues to operate YCIPTA and the transit system for FY2024/23. Estimated revenues are \$8,444,555 and estimated expenses are at \$8,444,555 showing a balanced budget. Included in this draft budget is the requested additional 5% of member entity dues, additional estimated in-kind match for advertising and ROW easement agreements with member entities. On the expenses side it is showing the increase on contractor costs of 6%, the annual increase in wages and fringe, travel and vehicle repair and maintenance.

Financial Impacts: \$50,267.81 deficit if dues are not increased.

Budgeted: Yes

Recommended Motion: Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors adopt the FY2023/24 Capital and Operating budget.

Legal Counsel Review: No

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Jay Simonton - Chairman – City of Yuma, Susan M. Zambrano – Vice Chairman – Arizona Western College

Eric Holland Sec/Treas– Cocopah Tribe, Richard Marsh – Town of Wellton,

Brian Golding, Sr.-Quechan Tribe, Ian McGaughey – Yuma County,

Ralph Velez – City of San Luis, Louie Galaviz- City of Somerton

Shelly Kreger, Transit Director

Attachments: Yuma County Intergovernmental Public Transportation Authority
DRAFT FY2023/24 Capital and Operating Budget

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

Shelly Kreger, Transit Director



Fiscal Year 2023-2024 Operating and Capital Budget

**Approved by the Yuma County Intergovernmental Public Transportation Authority
Board of Directors on Monday, May 30, 2023
Prepared by Shelly Kreger, Transit Director
Chona Medel, Financial Services Operations Manager**



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

May 30, 2023

Dear Honorable Members of the Board of Directors,

This budget document is the ninth one for Yuma County Intergovernmental Public Transportation Authority (YCIPTA). This budget continues to maintain our current operations with limited growth (based on any expansion fully funded by external parties and grants) as well as improve the efficiency of the transit system. In order to provide a total picture of YCIPTA, this budget document encompasses all the activities under the jurisdiction of the YCIPTA Board of Directors. The budget is based off projected 35,200 revenue hours for fixed route and 4,000 revenue hours for demand responsive services for fiscal year 2023-2024.

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

YCIPTA Staff is asking for a five (5) percent increase in annual entity contributions. There will be continuing agreements with YPIC and Vista High School, and additional in-kind support from Greyhound Lines, Inc, Quechan Indian Tribe and all the public entities for in-kind services for advertising and right of way leases. During FY2023-2024 YCIPTA staff will continue to look for new ways of collecting in-kind contributions that will be used to help with the matching contributions for our federal funding sources.

All these efforts are contained within a budget that maintains a stable financial footing for this fiscal year. Given our heavy reliance upon member agency contribution YCIPTA staff continues to seek additional funding from external vendors such as Greyhound, other educational institutions, and employers. The system will continue to rely on Federal operating assistance, however, YCIPTA staff will continue to research other means of sustainability in the future.

YCIPTA staff has changed in at the end of this last fiscal year employing one more additional staff member bringing the total to seven that include myself (Transit Director), Chona Medel (Financial Services Operations Manager), Carol Perez (Transit Operations Manager), David Garcia (Transit Management Assistant). Staff also includes Adriana Ortiz (Office Clerk II), Lorena Sanchez (Office Clerk II) and Dayanna Banuelos (Office Clerk I).

YCIPTA being thirteen years old as a governmental agency and twenty-three years old as the YCAT system, we will strive to deliver our mission to provide mobility solutions that make essential connection possible and our vision to be recognized as the leader in mobility solutions that empower and connect the community. We look towards the future in fiscal year 2023-2024 as we continue to *See where it takes you!* ¡Vamos!



Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

INTRODUCTION

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

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

YCAT operates nine fixed routes and a demand response service throughout the southwestern quadrant of Yuma County and portions of eastern Imperial County with limited service to El Centro. YCAT generally operates Monday-Friday from 5:50 am to approximately 7:30 pm with headways every 45 to 60 minutes and on Saturday from 9:15 am to 6:30 pm with headways every 60 to 120 minutes. There is no service on Sundays or major holidays currently. These services for this fiscal year are provided under a contractual arrangement with RAPT Dev USA, LLC. A total of 38,200 revenue vehicle service hours are budgeted in fiscal year 2023-2024 (this consists of an allocation of 35,200 hours to YCAT and 4,000 hours to YCAT OnCall).

YCAT is currently operating twenty-eight (28) buses. Twenty (20) buses are powered by diesel and used on YCAT fixed routes. Eight (8) small buses are powered by gasoline and used on YCAT OnCall and neighborhood YCAT routes. All vehicles are owned by YCAT and were purchased with FTA and ADOT funding.

ABOUT YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

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

On September 21, 2010, the Town of Wellton and City of Somerton passed a resolution to petition the County to form the IPTA. On October 3 and 20, 2010 respectively, the Cities of San Luis and Yuma passed a resolution to petition the County to form the IPTA. On December 6, 2010, Northern Arizona University

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

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

As of Fiscal Year 2023, our member entities have decrease. At the end of FY 2022 Northern Arizona University – Yuma submitted their resignation letter to the Board of Directors removing themselves from the YCIPTA Board. Currently, YCIPTA's Board member entities consist of Yuma County, City of Yuma, City of Somerton, City of San Luis, Town of Wellton, Quechan Tribe, Cocopah Tribe, and Arizona Western College.

ABOUT YUMA COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

Yuma County has a year-round population of 206,320 residents. During the winter, the population increases by about 90,000 due to the sun-seeking Winter Visitors affectionately known as "Snowbirds".

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

MEMBER AGENCY CONTRIBUTIONS & HISTORICAL TRANSIT FUNDING LEVELS

Contributions FY 11-12		
Agency	Funding	%
Yuma County	\$154,960	30.30%
City of Yuma	\$200,000	39.10%
City of Somerton	\$29,919	5.85%
Town of Wellton	\$14,499	2.83%
City of San Luis	\$70,572	13.80%
Cocopah Tribe	\$41,496	8.11%
Arizona Western College	\$ -	0.00%
Northern Arizona University	\$ -	0.00%
TOTAL	\$511,446	100.00%
	27	

Contributions For FY 12-13 through FY21-22		
Agency	Funding	%
Yuma County		24.94%
City of Yuma	\$200,000	32.19%
City of Somerton	\$29,919	4.81%
Town of Wellton	\$14,499	2.33%
City of San Luis	\$70,573	11.36%
Northern Arizona University	\$6,800	1.09%
Arizona Western College	\$100,000	16.09%
Quechan Indian Tribe	\$5,757	0.93%
Cocopah Indian Tribe*	\$38,898	6.26%
TOTAL	\$621,406	100.00%

Contributions For FY 22-23		
Agency	Funding	%
Yuma County	\$263,250.48	24.92%
City of Yuma	\$339,765.72	32.17%
City of Somerton	\$50,827.25	4.81%
Town of Wellton	\$24,631.32	2.33%
City of San Luis	\$119,891.43	11.35%
Arizona Western College	\$127,505.28	16.09%
Quechan Indian Tribe	\$9,780.16	0.93%
Cocopah Indian Tribe*	\$69,704.64	6.60%
Open		.80%
TOTAL	\$1,005,356.28	100.00%

*The Indian tribes directly receive FTA Section 5311 (c) funding and reimburses YCIPTA at a rate of \$44.30 (FY 12-13) \$49.10 (FY 13-14) \$50.14 (FY 14-15) \$61.45 (FY15-16), \$67.69 (FY16-17), \$70.44 (FY17-18), \$74.97 (FY18-19), \$77.39 (FY19-20) \$88.26 (FY20-21), \$90.91 (FY21-22) and \$96.63 (FY22-23) for fixed route.

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

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

2019	\$0	\$2,569,225
2020	\$0	\$2,898,598
2020 CARES	\$0	\$8,197,915**
2021	\$0	\$2,618,970
2022	\$0	\$3,563,693
2023	\$0	\$3,650,361

The LTAF funding went to the municipalities and then was passed through to YMPO for local match revenue towards the YCAT system. FTA funding to Yuma County is based on the Yuma Urbanized Area population, which includes the City of Yuma, surrounding unincorporated areas that are adjunct to the City and Winterhaven, California – population in the urbanized area is 135,717 (2020 Census).

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

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

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

Congress establishes the funding for FTA programs through authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code. On November 5, Congress sent President Biden the Bipartisan Infrastructure Law for signature. The legislation reauthorizes surface transportation programs for FY 2022-2026 and provides advance appropriations for certain programs. The Bipartisan Infrastructure Law authorizes up to \$108 billion to support federal public transportation programs, including \$91 billion in guaranteed funding. This new infrastructure law has increased Yuma’s apportionment by \$1 million annually starting in FY22.

FISCAL YEAR 2023-2024 OPERATING AND CAPITAL BUDGET SUMMARY

The Operating and Capital Budget presented shows the totals of what the Transportation Authority are expected to receive and expend in fiscal year (FY) 2023-2024. The budget provides a comprehensive review of expected revenues and proposed expenditures.

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

There is a five percent increase for member contributions this fiscal year. Local match contributions continue with memorandum of understanding implemented with Western Arizona Council of Governments (WACOG), PPEP Tech, AZTEC, additional in-kind support from Greyhound Lines, Inc, Quechan Indian Tribe, Yuma County as well as Imperial County Transportation Commission (TDA funds). YCIPTA is continually looking for new relationships with other organizations to support and increase our local match.

The fiscal year 2023-2024 budget assumes we will be servicing a projected 35,200 revenue hours for fixed route and 4,000 revenue hours for demand responsive services. While there are unmet transit needs, YCIPTA does not have the resources to implement these needs currently.

The proposed operations budget takes into consideration the contractual rate with RATP Dev USA, LLC, effective July 1, 2023. The resulted in a combined hourly rate of \$50.56 per revenue vehicle service hour for fixed route. Total variable cost of \$1,779,858 fixed route and fixed cost for FY23-24 is \$2,241,272 for fixed route. YCAT OnCall is \$37.54 per revenue hour for with \$112,624 for variable costs and \$67,806 fixed cost. This translates to an expected amount of \$4,201,288 for the entire fiscal year. The contract with RATP Dev USA, LLC projects 35,200 revenue hours for YCAT and 4,000 for YCAT OnCall .

This year the FY 2023-24 Proposed Capital and Operating Budget is presented in a format that follows the Uniform System Of Accounts (USOA). The USOA is the basic reference document for the National Transit Database. It contains the accounting structure required by Federal Transit Laws (previously section 15 of the Federal Transit Act). This accounting structure allows YCIPTA to report to the National Transit Database (NTD) more accurately.

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

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

SECTION 5335 National transit database

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

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

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

The significant aspects of the proposed operating budget are:

Revenues

- The fully allocated YCIPTA rate is \$157.44 per revenue hour which is an increase of \$14.24 per hour from last year due to increase in union negotiations for salaries and employee benefits.
- Fares are projected to be \$370,500 system wide.
- Staff is projecting revenues/expenses of \$6,167,700 that would be required to operate the transit system, \$2,276,854 for capital projects which include the Hotel Del Sol project pass-through with the City of Yuma.
- FTA Section 5311 funds for operating are projected to be \$1,702,937. FTA Section 5311 funds are to fund services outside the Yuma Urbanized Area. This funding primarily funds WelltonCAT, Blue Route 5 (within Arizona), Purple Route 6A, Gold Route 8, Silver Route 9, Turquoise Route 10 (within Arizona) and Yellow Route 95. This translates to 48.11% of YCAT service miles attributed to the rural area. 10.77% is attributed to the tribal transit grants received by the Quechan and Cocopah Indian Tribes.
- FTA Section 5307 will continue to fund transit services that are wholly within the Yuma Urbanized Area. This primarily funds Orange Route 2/2A, Brown Route 3, Green Route 4/4A, and YCAT OnCall for the remainder 41.12%.
- The FY23-24 budget requires match revenues of \$2,639,572.
- The budget assumes \$633,863 as in-kind match revenues from Greyhound Intercity Routes, Quechan Indian Tribe parking lot fees, board meeting member hours spent on YCIPTA business, bus shelter advertising for public entities, and bus shelter right of way lease from public entities. An Additional cash match from the City of Yuma for the Hotel Del Sol project in the amount of \$243,516.
- The budget assumes \$4,000 of Greyhound revenues generated as commission to the Transportation Authority from ticket sales.

Expenses

- Full staffing of seven full time employees with employee benefits is anticipated.
- Pay increases are budgeted this fiscal year for a 5% for COLA and merit.
- Transit services total hourly operating cost increases from \$102.88 per hour to \$114.23 for YCAT transit services and \$39.18 to \$45.11 for YCAT OnCall.
- The marketing budget has remained the same for printing at \$25,000 and Advertising increased from \$47,000 to \$50,000.
- Purchase of bus shelters for approximately \$148,618.
- Purchase of iPad for board members and staff to help with the cost of printing the agendas and other YCIPTA business material.
- Purchase new laptops for staff using STP funding which has match ratio of 5.7%
- Upgrades to 2715 E. 14th Street building new A/C and minor upgrades.

The FY 2023-24 Requested Capital Budget totals \$2,276,854.91 and is proposed to be allocated as shown below.

Yuma County Intergovernmental Public Transportation Authority			
FY 2024-YCIPTA CAPITAL BUDGET			
		FY 2024 Budget	DESCRIPTION
Ordinary Income/Expense			
Income			
40900 · Local Funding			
40900-1 · Local Cash Match		368,134.92	City of Yuma Match Contributions; Local Inkind Entiy Match
Total 40900 · Local Funding		368,134.92	
41300 · Federal Grant Revenue			
41399-1 · FTA 5307		1,333,449.99	Capital Funding in Grants X127, X132, X143. AZ2018-003-01
41399-4 · STP Capital Grant		575,270.00	STP Funding FY 2019,2020,2021,2022
Total 41300 · Federal Grant Revenue		1,908,719.99	
Total 40000 · Intergovernmental		2,276,854.91	
INKIND REVENUE		0.00	
Total Income		2,276,854.91	
Gross Profit		2,276,854.91	
Expense			
51600 · Capital Outlay			
51600-3 · Buildings/Mutli Modal Center		1,217,577.60	
51600-5 · Automobiles		0.00	
51600-6 · Furniture and Equipment		610,042.42	Advertising Mascot, Ipads for staff and board members, update laptops, AC for 2715 E. 14th Street, minor upgrades to 2415 E. 14th Street, update office furniture
51600-6 · Furniture and Equipment		148,618.75	Bus Shelters
51600-6 · Furniture and Equipment		164,842.68	Security/Surveillance Equipment Security Fencing for 3300 S. Aizona Ave
51600-6 · Furniture and Equipment		135,773.46	
Total 51600 · Capital Outlay		2,276,854.91	
Total Expense		2,276,854.91	
Net Ordinary Income		0.00	
Net Income		0.00	

In addition, the following projects are carrying forwarded from the FY 2022-23 Capital Budget:

- Hotel Del Sol Final Design
- New facility purchase/build
- Additional Bus Shelters
- Security/Surveillance Equipment
- Bus shelters

The proposed FY 2023-24 operating budget will provide a framework for delivering, at the minimum, current levels of service with opportunities to improve the quality of their delivery. In addition, the proposed operating and capital budget will be financed significantly with federal grant sources using FTA Sections 5307, 5311, and STP funds with minimum increase in member agency contributions. As a result, the budget is balanced.

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



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

Board Members

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

Staff

Shelly Kreger, Transit Director
Chona Medel, Financial Services Operations Manager
Carol Perez, Transit Operations Manager
David Garcia, Management Assistant
Adriana Ortiz, Clerk II
Lorena Sanchez, Clerk II
Dayanna Banuelos, Office Clerk I

Yuma County Intergovernmental Public Transportation Authority

FY 2023-2024 BUDGET

		ACTUALS Jul 22 - Feb 23	FY 2023 Budget	FY 2024 Budget	Increase (decrease)	DESCRIPTION
Ordinary Income/Expense						
Income						
40000 · Intergovernmental						
40700 · Miscellaneous Revenues						
40799-3 · Advertising Sales		1,500.00	2,700.00	34,980	32,280.00	Yuma Investment Group \$900 & Cocopah \$34,080
40799-4 · Greyhound Commissions - YCIPTA		4,695.05	6,000.00	4,000	(2,000.00)	decrease due to changes in the Greyhound/FLIX system
40799-5 · Interest		2,255.05	3,780.00	3,780	0.00	average is \$315 per month
40799-6 · Miscellaneous Revenues		10,752.35	11,307.00	2,500	(8,807.00)	Approximately \$200 per month
Total 40700 · Miscellaneous Revenues		19,202.45	23,787.00	45,260	21,473.00	
40900 · Local Funding						
40900-2 · Local Transit Dues		877,851.00	877,851.00	921,744	43,892.55	5% increase
40900-4 · Contributions Public Entities		581,192.23	613,358.00	148,633	(464,724.96)	increase on MOU YUHSD Vista, YPIC, Arizona Western College includes 5% increase for annual dues
40900-5 · Tribal Route Income		0.00		519,573	519,573.22	Quechan Tribe, ICTC, Cocopah Tribe
Total 40900 · Local Funding		2,895,618.73	1,491,209.00	1,589,950	98,740.81	
41101 · State Grants						
41101-1 · ADOT 5311		201,366.76	1,485,221.34	1,702,937	217,715.86	
Total 41101 · State Grants		201,366.76	1,485,221.34	1,702,937	217,715.86	
41300 · Federal Grant Revenue						
41399-1 · FTA 5307		1,056,009.00	1,618,581.35	1,826,644	208,062.87	
Total 41300 · Federal Grant Revenue		1,056,009.00	1,618,581.35	1,826,644	208,062.87	
Total 40000 · Intergovernmental		4,172,196.94	4,618,798.69	5,164,791	545,992.54	
41000 · Charges for Service						
40100 · Fare Revenue						

40101 · YCAT Fares	242,464.02	400,000.00	365,000	(35,000.00)	average of \$30,308 per month rounded up
40190 · On Call Fares	1,949.01	4,000.00	5,500	1,500.00	average \$465 per month
Total 40100 · Fare Revenue	244,413.03	404,000.00	370,500	(33,500.00)	
Total 41000 · Charges for Service	244,413.03	404,000.00	370,500	(33,500.00)	
INKIND REVENUE	0.00	661,423.18	632,409	(29,014.18)	
Total Income	4,416,609.97	5,022,798.69	6,167,700	1,144,901.54	
Gross Profit	4,416,609.97	5,022,798.69	6,167,700	1,144,901.54	
Expense					
50100 · Salaries and Wages	0.00				
50102 · Regular Salaries and Wage	197,310.54	354,869.00	442,812	87,943.25	Increased from 5 to 7 full time staff members
Total 50100 · Salaries and Wages	197,310.54	354,869.00	442,812	87,943.25	
50200 · Fringe Benefits					
50201 · FICA- SS & Medicare	14,930.57	39,251.00	49,201	9,950.29	Increased from 5 to 7 full time staff members
50202 · ASRS	23,213.20	43,188.00	54,422	11,234.07	Annual ASRS increase
50203 · Health Insurance	26,980.00	59,640.00	78,120	18,480.00	increased due to YCIPTA's employee contribution for health insurance for employee - Health Insurance for YCIPTA is not elective
50204 · FUTA	285.44	2,940.00	2,940	0.00	
50205 · Life Insurance	521.85	675.00	675	0.00	
50207 · State Unemployment	5,306.40	10,600.00	10,400	(200.00)	We have a former employee whom is collecting unemployment our SUTA is on a reimbursement basis
50208 · Workers Compensation Ins	800.00	800.00	1,000	200.00	
Total 50200 · Fringe Benefits	72,037.46	157,094.00	196,758	39,664.36	
50300 · Services					
50301-1 · ADA Paratransit	74,898.83	154,934.00	180,430	25,496.20	6% increase
50301-2 · Accounting & Audit	14,750.00	35,000.00	35,000	0.00	
50301-3 · Vanpool Subsidy	84,000.00	126,000.00	126,000	0.00	\$300 stipend for 35 vehicles \$10500 per month
50302 · Advertising	27,862.94	47,000.00	50,000	3,000.00	\$30,000 Big Cat - \$20,000 Advertising
50303-1 · Legal Services	8,725.00	25,000.00	15,000	(10,000.00)	decreased
50303-2 · Cash Handel/Payroll Processing	1,705.42	2,460.00	2,500	40.00	ADP services only
50303-3 · IT Support/Web Development	18,394.06	27,400.00	40,000	12,900.00	IT RFP for next year

50305-0 · Bus Contractor	2,112,138.20	3,752,621.00	3,980,649	228,027.94	6% increase
50305-1 · Contract Costs	22,496.64	29,000.00	29,000	0.00	Solutions for transit
50305-2 · Equipment Maintenance	-162.81	3,000.00	3,000	0.00	change due to expense at 6 months is only 1% of budget
50305-3 · Office Equip Repair	1,324.00	1,500.00	1,500	0.00	change due to buying annual service contract for currency and coin machines
50305-4 · Vehicle Repair & Maintenance	37,214.63	55,000.00	80,000	25,000.00	V&M for engines, transmissions, and other large parts that are required YCIPTA to pay
50305-5 · Building Repairs & Maintenance	9,707.18	5,000.00	12,000	7,000.00	Increased for upkeep on electrical and other R&M items in the administration office and shop that needs repairs.
50305-6 · Communications/Radio Service	19,202.72	20,000.00	25,000	5,000.00	City of Yuma Radio Maintenance Agreement has been purchased for this Fiscal year.
50305-7 · Grounds Keeping/Pest Control	0.00	750.00	500	(250.00)	
50305-8 · Software Updates/Maintenance	20,045.13	45,000.00	45,000	0.00	
50307 · Security Services	275.00	1,000.00	1,000	0.00	
Total 50300 · Services	2,452,576.94	4,330,365.00	4,626,579	296,214.14	
50400 · Materials and Supplies					
50401 · Fuel, Oil, Lubricants	437,513.15	700,000.00	700,000	0.00	
50499-1 · Office Supplies	2,303.25	3,000.00	10,000	7,000.00	Cost of supplies increased
50499-2 · Postage	686.20	1,000.00	1,000	0.00	
50499-3 · Printing	1,888.31	25,000.00	25,000	0.00	
50499-4 · Misc Materials & Supplies	231.22	3,000.00	1,500	(1,500.00)	annual cost for misc. materials decreased
Total 50400 · Materials and Supplies	442,622.13	732,000.00	737,500	5,500.00	
50500 · Utilities					
50501 · Electricity	9,639.64	15,000.00	15,000	0.00	
50502-1 · Refuse Disposal	1,918.01	3,000.00	3,000	0.00	
50502-2 · Water - Offices	1,208.69	1,500.00	1,500	0.00	
50502-3 · Water-Land	1,840.75	1,841.00	2,000	159.00	Annual Water cost for YCPTA 3300 Arizona Avenue
Total 50500 · Utilities	14,607.09	21,341.00	21,500	159.00	
50600 · Casualty and Liability Insurance		36			

50608-1 · Gen Liab Insurance	4,829.00	4,900.00	5,000	100.00	average annual increase
50608-2 · Prof. Liability Insurance	5,384.98	5,400.00	5,500	100.00	average annual increase
50608-3 · Automobile Insurance	3,807.00	3,850.00	4,000	150.00	average annual increase
50608-4 · Property Insurance	500.00	500.00	600	100.00	average annual increase
Total 50600 · Casualty and Liability Insurance	14,520.98	14,650.00	15,100	450.00	
50900 · Miscellaneous Expenses					
50901 · Memberships/Dues/Subscriptions	14,400.88	15,000.00	15,000	0.00	
50902 · Travel Expenses	1,788.09	5,000.00	15,000	10,000.00	YCIPTA will be traveling this fiscal year for conferences to update on FTA/ADOT/TRANSIT standards and to learn more innovative ways to help with our transit service
50906 · Finance Charges/Penalties	68,239.24	100.00	100	0.00	
50999-1 · License and Permits	98.00	300.00	300	0.00	
50999-2 · Training/Education	679.95	5,000.00	15,000	10,000.00	YCIPTA will be doing more training to fulfill the recommendations of our Audit's and Triennial reviews.
50999-3 · Other Misc Expense	4,400.04	2,500.00	2,500	0.00	
50999-5 · Telephone/Internet	4,643.73	8,000.00	12,000	4,000.00	Additional for iPad service - iPad for staff and board members
Total 50900 · Miscellaneous Expenses	94,249.93	35,900.00	59,900	24,000.00	
51200 · Leases and Rentals					
51212-1 · Building Lease	35,200.00	52,800.00	55,200	2,400.00	Annual Average Increase
51212-2 · Leases Rental Equipment	140.80	500.00	350	(150.00)	Pitney Bowes Equipment Rental
51212-4 · Lease	16,000.00	24,000.00	12,000	(12,000.00)	change monthly lease for TAC Bus Yard 2000*6
Total 51200 · Leases and Rentals	51,340.80	77,300.00	67,550	(9,750.00)	
Total Operating Expense	0.00	5,723,519.00	6,167,700	444,180.74	
		0.00	0		



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.yciptaz.gov

May 23, 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 Member Entity In-Kind agreements for shelter advertising and right-of-way lease space.

Requested Action: ; N/A.

Background and Summary: Staff has been working with legal counsel in regard to agreements with each member entity for in-kind advertising and in-kind ROW lease costs in order to use these services against Federal grants. This assists in freeing up cash needed. Member Entities will take these agreements back to their legal and respective boards and councils for their approval. Once these agreements have been approved by each member entity they will then be brought before the YCIPTA Board for final approval.

Most of the agreements are the same for each entity the exception being the one with Quechan Indian Tribe. This agreement includes the Andrade Parking lost in-kind.

Staff has sent this agreement to FTA for review but as of the date of this memo we have not heard back from our FTA Program Manager.

Agreements as follows:

- Yuma County
- City of Yuma
- City of Somerton
- City of San Luis

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

Shelly Kreger, Transit Director

- Town of Wellton
- Cocopah Indian Tribe
- Quechan Indian Tribe
- Arizona Western College

Financial Impacts: Unknow dollar amount, to be calculated based on amount of advertising space and ROW lease.

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: Yes

Attachments:

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

Shelly Kreger, Transit Director

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY ADVERTISING LICENSE,
DEVELOPMENT AGREEMENT AND LEASE OF YUMA COUNTY RIGHT-OF-WAY
FOR PLACEMENT OF BUS SHELTERS, BENCHES AND STOPS**

This Advertising License, Development Agreement, and Lease of Yuma County Right-of-way ("Agreement"), in accordance with Arizona Revised Statutes ("A.R.S.") § 9-500.05, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and Yuma County ("County"). The terms "party" and "parties" as used herein shall refer to YCIPTA, County or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, YCIPTA seeks to lease Yuma County right-of-way for placement of shaded bus shelters, benches, and stops at County approved sites, to serve users of the YCAT public transportation system; and,

WHEREAS, YCIPTA also seeks a license from the County for the placement of commercial advertising on bus shelters and benches, without having to obtain individual sign permits for each and every advertising location; and,

WHEREAS, as part of its advertising license, YCIPTA needs the ability to sublicense, subject to the terms and conditions in this Agreement, the placement of commercial advertising on bus shelters and benches, located within County right-of-way or on County property at "Approved Sites" (defined in Section 3 hereof), or located elsewhere within the municipal boundaries; and,

WHEREAS, the Yuma County 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 County seeks to improve the municipal transportation system including roads, highways, bicycle and pedestrian pathways, while serving the transportation needs of County residents in an efficient, affordable and safe manner; and,

WHEREAS, the County agrees to lease certain approved rights-of-way to YCIPTA for the installation of bus shelters, benches, bus stops and, upon either party obtaining a federal or state grant for construction, bus turnouts and other transportation amenities; and,

WHEREAS, the Yuma County Ordinances, allow signs on public property through an approved Development Agreement; and,

WHEREAS, the County is willing to grant YCIPTA a license to place advertising on bus shelters and benches in County rights-of-way and at other locations within the municipal boundary, subject to the limitations of this Agreement; and,

WHEREAS, YCIPTA may sublicense its right to advertise on bus shelters and benches in accordance with the terms described herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the County agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is both a license to advertise on bus shelters and benches in compliance with the Yuma County laws and regulations and a lease of County rights-of-way for the placement of bus shelters, benches and stops. The purpose of this Agreement is to: (1) establish the terms and conditions for lease of specific Yuma County rights-of-way to YCIPTA for the placement of shaded bus shelters, benches, and stops for the YCAT public transportation system; (2) agree upon a method for valuing the fair market rent of County rights-of-way leased to YCIPTA for use as shaded bus shelters, benches, and stops (including sites approved by the County in this Agreement, as well as the valuation of additional right-of-way that may be approved by the County for use by YCIPTA in the future); (3) to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the fair market rent of County rights-of-way that will be used for the placement of shaded bus shelters, benches, and stops; (4) to license YCIPTA to approve and contract for advertising signs to be placed by YCIPTA (or its sub-licensee), on shaded bus shelters and benches in County rights-of-way and at other locations in the County, without requiring individual sign permits; and (5) to allow YCIPTA to retain all revenues generated through YCIPTA's, or its sub-licensee's, advertising activities with the condition that the revenue generated be used in accordance with the goals of YCIPTA's Master IGA and with the input of the County through its County Administrator or his/her designee through the County's membership on YCIPTA's Board.
3. **Lease of County Rights-of-Way.** All sites for the installation of bus shelters, benches, and stops shall be approved in writing by the County prior to any installation or use by YCIPTA. Beginning upon the date of execution of this Agreement by both parties (the "Effective Date") and until such time as the Agreement is terminated in accordance with Section 11 of this Agreement, YCIPTA agrees to lease from the County and the County approves and agrees to lease to YCIPTA, the list of approved bus benches and shelter sites

attached as Exhibit 1 and incorporated by reference as though fully set forth herein ("Approved Sites") as may be amended from time-to-time as set forth herein. Any additional sites not listed in Exhibit 1 shall be subject to written approval by the County Administrator or the County Administrator's designee; such review shall not be unreasonably delayed.

- a. **No Sublease of County Right-of-Way or County Property.** YCIPTA may license the use of the Approved Sites, but shall not sublease, transfer, or assign any of YCIPTA's rights as the lessee under this lease. Any such license shall comport with the requirements of this Agreement.

- b. **Rent.** Fair market rent for County property at Approved Sites is _____ as calculated and set through the appraisal process described in Federal Transit Administration (FTA) Circular FTA C 5010.1D or any successor provision thereof. Either party may request a new appraisal not more than every ten (10) years. Such appraisals shall be conducted and funded as necessary by the County. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the Approved Sites shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the County Board of Supervisors and provided by the County to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the County Board of Supervisors.

- c. **Maintenance and Restoration.** If the Lease is terminated, or if YCIPTA ceases to exist, ceases to operate a bus transit system, or no longer uses the bus shelters, benches, and stops installed in County-owned rights-of-way during the Lease Term of this Agreement, the County shall have a first right of refusal to purchase the bus shelters, benches and stops on a site-by-site basis at YCIPTA's negotiated cost, less wear and tear and depreciation, if any. Should the County choose not to purchase any bus shelters, benches, and/or stops, YCIPTA shall have sixty (60) calendar days from the date of the notification by the County to remove the shelters, benches, and stops. If not removed within the sixty-day period, the bus shelters, benches, and stops shall become the property of the County. Any purchase, installation, or operation agreement between YCIPTA and its sub-licensee shall contain a provision making this Section 3(c) effective. If the shelters, benches, and stops are removed, YCIPTA shall bear all costs to restore the area as close as reasonably possible to the condition existing prior to the installation of the shelters, benches and stops. Each restoration must be inspected and approved by the County, and the County's approval shall not be unreasonably withheld or delayed.

- d. **Emergency.** In the case of imminent and serious peril or danger to the Yuma County community, the County Engineer, Traffic Engineer, Chief of Police, Fire Chief, or the County Administrator may immediately suspend YCIPTA's lease of any County-owned Approved Site with reasonable notice as determined by the circumstances. In such a case, YCIPTA's damages shall be limited to the fair market rent ascribed to that particular Approved Site in Section 3(b).
 - e. **Inspection and Relocation of Bus Shelter, Benches, or Stops.** Once a bus shelter, bench, or stop placement is completed at an Approved Site, the County Engineer or his designee will inspect such placement in order to grant final, written approval for the placement. Once said inspection and approval is granted, the right to use that particular placement shall vest in YCIPTA for the Lease Term. However, the County reserves the right to require YCIPTA to relocate any bus shelter, bench or stop to an alternate Approved Site at the County's sole expense.
4. **Placement of Shelters, Benches and Stops.** Prior to placement of any bus shelter, bench, or stop, YCIPTA shall submit a structural design and site plan of the shelter, bench, stop, and foundation for County approval. The design shall clearly depict all dimensions of the shelter, bench, stop, setbacks, the anticipated footprint upon placement, Americans with Disabilities Act (ADA) clearance and compliance, any impact on American Association of State Highway and Transportation Officials (AASHTO) sight standards, and wind loading. Each placement of bus shelters, benches, and stops will require a site inspection and final, written approval of the County as an Approved Site prior to use by the public. All bus shelters will require a building permit issued by the Building Division of the County. Solar lighting is encouraged and any non-solar lighting shall require an appropriate electrical permit prior to commencing installation. The County shall not unreasonably delay or withhold such inspection(s) and approval(s).
5. **Advertising License.** For the duration of this Agreement beginning on the Effective Date (the "License Term"), the Yuma County hereby licenses YCIPTA to place advertising on bus shelters and benches within the County at Approved Sites and at other locations not on County property but subject to County advertising license requirements ("Off-Site"), subject to the terms, time, manner and placement restrictions contained in this Agreement. This license includes the right to sub-license YCIPTA's rights herein to a sub-licensee, and shall be revocable as to any individual site upon thirty (30) days written notice to YCIPTA, or revocable under and subject to the emergency provision of Subsection 3(d) herein.
- a. **Authority.** This advertising license is granted through this County Board of Supervisor approved Development Agreement. No individual review or permitting for Off-Site signage shall be required by the County, as long as the advertising contemplated herein is located at an Approved Site, as listed in Exhibit 1 or as later

approved, on a bus shelter or bench that has the inspection, and final written approval of the County Engineer and any required building permit. This advertising license includes the right to advertise on Off-Site bus benches and shelters within the County limits, where a separate lease or right to locate is granted by the owning or controlling person or entity other than the County. In such case, YCIPTA or its sub-licensee shall provide satisfactory evidence thereof and, after submission of the design, lease, any required building permit, and site plan described in Section 4, the County Engineer shall inspect and if approved, issue a final, written approval of the location and placement of the bus shelter and/or bench as an Approved Site not on County right-of-way.

b. **Disclosure of Advertising Revenues.** Upon written request, YCIPTA shall disclose the quarterly advertising revenues to Yuma County, 198 S. Main St., Yuma, AZ 85364, stating net monthly revenues from all advertisement placement and activity within the County. Net profits from such revenues shall be restricted to YCIPTA's use in accordance with the goals of YCIPTA's Master IGA and with the input of the County through its County Administrator or his/her designee through the County's membership on YCIPTA's Board.

6. **Uses and Criteria.** YCIPTA and its sub-licensee shall conduct advertising under the following criteria:

- a. All advertising shall comply with Federal, State and local laws and regulations and the terms of this Agreement ("applicable laws").
- b. Advertising in the form of non-commercial speech is prohibited. Within all advertising, a commercial transaction must be proposed and must be adequately displayed on the transit advertising panels.
- c. YCIPTA shall develop and sublicense, if desired, the advertising space in accordance with accepted advertising principles as defined in Section 6(f) below. YCIPTA may sub-license its right to advertise on bus shelters and benches within the County limits under this Agreement provided that the sub-licensee requires the sub-licensee to comply with all applicable laws, all terms of this Agreement, and that the sub-licensee agrees to indemnify and defend the County; and name the Yuma County as an additional insured pursuant to Sections 7 and 8 of this Agreement.
- d. All contracts for the use of advertising space or facilities shall be between YCIPTA, or its designated sub-licensee, and the advertiser or the advertiser's representatives. Upon request, YCIPTA shall provide copies of all contracts to the County after

approval and execution. All such contracts shall be subject to termination upon the termination of this Agreement.

- e. The size, form, wording, illustration and style of all proposed bus bench and shelter advertisements, solicited pursuant to this Agreement, shall at all times be subject to the approval of the County, and the County reserves the right to reject any such advertisement. The County shall not unreasonably delay or withhold such approval, and any such approval process shall not unreasonably interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue 'under this Agreement. Upon reasonable request by the County, YCIPTA or its sub-licensee shall remove any advertisement of an objectionable character.
- f. Advertising is subject to rejection or removal, pursuant to Section 5(e) above, if it displays advertising that:
 - i. Is false, misleading or deceptive;
 - ii. Relates to an illegal activity under any applicable laws;
 - iii. Advertises or depicts the use of tobacco or smoking products;
 - iv. Advertises or depicts the use of alcohol;
 - v. Represents, by language or graphics, violence or antisocial behavior;
 - vi. Advertises or depicts ,language, gestures, conduct, or graphical representations that are obscene, pornographic, vulgar, profane or scatological;
 - vii. Represents, by language or graphics, a nude or seminude person, as those terms are defined in Arizona Revised Statutes ("A.R.S.") § 11-811(D)(14) and (16), or the exposed buttocks of any person;
 - viii. Depicts, relates to or references a website or other medium that relates to specified sexual activities or specified anatomical areas as those terms are defined in A.R.S. § 11-11(D)(17) and (18); or,
 - ix. Is related to instruments, devices, items, products or paraphernalia that are designed for use in connection with sexual or drug-related activities.

7. **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) (hereinafter referred to as "claims") arising out of bodily injury, including death, to any person and/or property damages or copyright infringement, to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, sub-licensee, employees or volunteers.

8. **Insurance.** YCIPTA, or its sub-licensee, shall provide, and keep in force for the term of this Agreement, a Commercial General Liability policy (occurrence form only) that provides coverage for personal injury, bodily injury, and death and property damage, in amounts not less than \$1 million per occurrence and \$2 million general aggregate. The Commercial General Liability policy shall name the Yuma County as a PRIMARY ADDITIONAL INSURED. Yuma County's general liability policy will be excess and non-contributory. At the time of execution of this Agreement, YCIPTA shall furnish a Certificate of Insurance (ACCORD 25 2010/05) and all necessary endorsements (CG 20 10 10 01 and CG 20 37 10 01) to the County showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide thirty (30) days advance, written notice to the County regarding any reduction in the policy coverage, cancellations or other adverse amendments to the policy or policies impacting the risks covered. YCIPTA agrees to waive subrogation against the County, and the policy shall be endorsed to provide a waiver of subrogation against the County by the insurer. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Arizona and which are reasonably satisfactory to the County. If, in the County's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, YCIPTA agrees that it will increase such minimum limits by reasonable amounts upon reasonable request of the County.
9. **Obligations of the County.** For the duration of this Agreement, the County shall have the following obligations:
- a. The County shall permit YCIPTA, or its sub-licensee, to install advertising on any bus shelters and/or benches at Approved Sites within the County limits. The County shall permit agents and employees of YCIPTA, or its sub-licensee, to have access to the bus shelters and benches within County rights-of-way, at reasonable times and places, for the purposes of displaying, advertising, maintaining or repairing the signs on the bus shelters and/or benches.
 - b. During the term of this Agreement, the County agrees to provide YCIPTA with the exclusive right to procure commercial displays, advertising and advertisers for advertising on bus shelters and benches at Approved Sites where an inspection and final written approval of the bus shelter placement has been granted by the County Engineer, such approval shall not be unreasonably delayed or withheld.
10. **Obligations of YCIPTA.** YCIPTA or its sub-licensee shall inspect the signs on the bus benches and shelters at least once every month, and has the sole responsibility to install, keep, maintain and operate all display units and improvements in good condition. This includes keeping the area immediately surrounding the bus benches and shelters free of trash, gum, and untrimmed grass and weeds. YCIPTA or its sub-licensee shall promptly,

within thirty (30) days of the date discovered, replace or repair any signs which have been destroyed and any bus shelters or benches that are in disrepair. To the extent such replacement or repair cannot be completed within the thirty (30) days, YCIPTA and/or its sub-licensee shall not be in default of this Section if it/they have commenced said replacement or repair within that time. YCIPTA or its sub-licensee shall bear the sole cost and expense of maintaining, repairing and replacing said signs, bus shelters and benches, except when damage and/or disrepair was occasioned by the County, its officers, officials, agents, employees or volunteers. YCIPTA shall also ensure that advertising is kept current and up-to-date as reasonably determined by YCIPTA. Throughout the Lease, YCIPTA shall have a continuous responsibility to keep the bus shelters and benches in the locations approved by the County as described herein.

11. Termination of Agreement.

- a. The Lease of County owned rights-of-way shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 16 of this Agreement.
- b. This Agreement shall be subject to cancellation by the County in the event that YCIPTA defaults in the performance of any of the covenants and conditions required pursuant to this Agreement to be kept and performed by YCIPTA, if such default continues for a period of thirty (30) days after written notice of the default is given by the County to YCIPTA of the specified covenants and conditions at issue. In the event that the default cannot be cured within said thirty (30) days, YCIPTA shall not be in default of this Agreement if it commences performance within the 30 day-period and diligently prosecutes the same to completion.
- c. The failure of the County to declare this Agreement terminated, or to reenter and take possession, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the County to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

12. County Use of Sign Space. The County shall have the right to use, any unsold sign spaces on the bus shelters and benches. Such space shall be rented by the County from YCIPTA at the rate of _____, per month. In lieu of cash payments, to the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the unsold sign spaces shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the County Board of Supervisor and provided by the County to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or

replace any annual appropriation that may be approved by the County Board of Supervisors. Additionally, the County to bear the cost for design and installation, of any advertising on such unsold sign spaces. To facilitate such use, the County shall provide YCIPTA or its sub-licensee with a fifteen (15) business day written notice requesting use of such unsold sign spaces and, in exercising its right to use the unsold sign space, the County shall not interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue under this Agreement. Accordingly, if the sign space is sold prior to the expiration of the County's 15 business-day notice, the County shall not install any signs or otherwise use said sign space(s) on the bus shelters and benches. Likewise, if the sign space is subsequently sold, the County shall promptly remove its sign unless it pays YCIPTA or its sub-licensee the current rate for said sign space. In such an event, YCIPTA or its sub-licensee shall give the County a ten (10) calendar day written notice to remove or buy the sign space.

13. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.
14. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, licensees and sub-licensees, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from: (a) participation, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements on behalf of YCIPTA or (b) the furnishing of advertising service hereunder.
15. **Right to Inspect and Audit.** YCIPTA will make available to the County, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify the monthly sales reports and other contract compliance issues upon fifteen (15) business days' written notice to YCIPTA. The County may audit YCIPTA's advertising sales and revenues generated under the advertising license, in such event YCIPTA shall timely cooperate with such audit.
16. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

COUNTY: County Administrator, Yuma County
198 S. Main Street
Yuma, Arizona 85364

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

17. **Successors, Licensees and Sub-licensee.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, licensees, and sub-licensees of the respective parties hereto.
18. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
19. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the County that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.
20. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
21. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the County Board of Supervisors, where necessary.
22. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the County. No person or entity shall be a third-party beneficiary to this Agreement, except for any designated licensee or sub-licensee of YCIPTA as permitted pursuant to this Agreement, and to the extent that the licensee or sub-licensee assumes the rights and/or obligations of YCIPTA under this Agreement.
23. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of

Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.

24. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.

25. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.

26. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.

28. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

YUMA COUNTY

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Ian McGaughey
Yuma County, Administrator

Shelly Kreger, CCTM
Transit Director

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this ____ day of _____, 2023

By: _____
John Smith
Yuma County Attorney

EXHIBIT 1
APPROVED SITES

The County Engineer has approved each of the locations listed below as Approved Sites subject to the terms of this Lease Agreement.

Type Facility	Location

Bus Stop Amenities:

- 1) Bench
- 2) Shelter
- 3) Trash
- 4) Sign
- 5) Bus Stop
- 6) Infopost
- 7) Pole
- 8) Banner-Poster
- 9) YCAT Service Discontinued - YCIPTA may resume service at its discretion
- 10) YCAT Service Discontinued -YCIPTA may only resume operations at this location upon compliance with the procedures described in Section 3 and 4 of this Agreement.

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY ADVERTISING LICENSE,
DEVELOPMENT AGREEMENT AND LEASE OF CITY OF YUMA RIGHT-OF-WAY
FOR PLACEMENT OF BUS SHELTERS, BENCHES AND STOPS**

This Advertising License, Development Agreement, and Lease of City of Yuma Right-of-way ("Agreement"), in accordance with Arizona Revised Statutes ("A.R.S.") § 9-500.05, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the City of Yuma ("City"), an Arizona municipal corporation. The terms "party" and "parties" as used herein shall refer to YCIPTA, City or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, YCIPTA seeks to lease City of Yuma right-of-way for placement of shaded bus shelters, benches, and stops at City approved sites, to serve users of the YCAT public transportation system; and,

WHEREAS, YCIPTA also seeks a license from the City for the placement of commercial advertising on bus shelters and benches, without having to obtain individual sign permits for each and every advertising location; and,

WHEREAS, as part of its advertising license, YCIPTA needs the ability to sublicense, subject to the terms and conditions in this Agreement, the placement of commercial advertising on bus shelters and benches, located within City right-of-way or on City property at "Approved Sites" (defined in Section 3 hereof), or located elsewhere within the municipal boundaries; and,

WHEREAS, the City of Yuma 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, bicycle and pedestrian pathways, while serving the transportation needs of City residents in an efficient, affordable and safe manner; and,

WHEREAS, the City agrees to lease certain approved rights-of-way to YCIPTA for the installation of bus shelters, benches, bus stops and, upon either party obtaining a federal or state grant for construction, bus turnouts and other transportation amenities; and,

WHEREAS, the Yuma City Code, Section 154-17.06(A)(10) allows signs on public property through an approved Development Agreement; and,

WHEREAS, the City is willing to grant YCIPTA a license to place advertising on bus shelters and benches in City rights-of-way and at other locations within the municipal boundary, subject to the limitations of this Agreement; and,

WHEREAS, YCIPTA may sublicense its right to advertise on bus shelters and benches in accordance with the terms described herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the City agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is both a license to advertise on bus shelters and benches in compliance with the Yuma City Code and a lease of City rights-of-way for the placement of bus shelters, benches and stops. The purpose of this Agreement is to: (1) establish the terms and conditions for lease of specific City of Yuma rights-of-way to YCIPTA for the placement of shaded bus shelters, benches, and stops for the YCAT public transportation system; (2) agree upon a method for valuing the fair market rent of City rights-of-way leased to YCIPTA for use as shaded bus shelters, benches, and stops (including sites approved by the City in this Agreement, as well as the valuation of additional right-of-way that may be approved by the City for use by YCIPTA in the future); (3) to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the fair market rent of City rights- of-way that will be used for the placement of shaded bus shelters, benches, and stops; (4) pursuant to Yuma City Code Section 154-17.06(A)(10), to license YCIPTA to approve and contract for advertising signs to be placed by YCIPTA (or its sub-licensee), on shaded bus shelters and benches in City rights-of-way and at other locations in the City, without requiring individual sign permits; and (5) to allow YCIPTA to retain all revenues generated through YCIPTA's, or its sub-licensee's, advertising activities with the condition that the revenue generated be used in accordance with the goals of YCIPTA's Master IGA and with the input of the City through its City Administrator or his/her designee through the City's membership on YCIPTA's Board.
3. **Lease of City Rights-of-Way.** All sites for the installation of bus shelters, benches, and stops shall be approved in writing by the City prior to any installation or use by YCIPTA. Beginning upon the date of execution of this Agreement by both parties (the "Effective Date") and until such time as the Agreement is terminated in accordance with Section 11 of this Agreement, YCIPTA agrees to lease from the City and the City approves and agrees to lease to YCIPTA, the list of approved bus benches and shelter sites attached as Exhibit 1 and incorporated by reference as though fully set forth herein ("Approved

Sites") as may be amended from time-to-time as set forth herein. Any additional sites not listed in Exhibit 1 shall be subject to written approval by the City Administrator or the City Administrator's designee; such review shall not be unreasonably delayed.

- a. **No Sublease of City Right-of-Way or City Property.** YCIPTA may license the use of the Approved Sites, but shall not sublease, transfer, or assign any of YCIPTA's rights as the lessee under this lease. Any such license shall comport with the requirements of this Agreement.
- b. **Rent.** Fair market rent for City property at Approved Sites is _____ as calculated and set through the appraisal process described in Federal Transit Administration (FTA) Circular FTA C 5010.1D or any successor provision thereof. Either party may request a new appraisal not more than every ten (10) years. Such appraisals shall be conducted and funded as necessary by the City. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the Approved Sites shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council.
- c. **Maintenance and Restoration.** If the Lease is terminated, or if YCIPTA ceases to exist, ceases to operate a bus transit system, or no longer uses the bus shelters, benches, and stops installed in City-owned rights-of-way during the Lease Term of this Agreement, the City shall have a first right of refusal to purchase the bus shelters, benches and stops on a site-by-site basis at YCIPTA's negotiated cost, less wear and tear and depreciation, if any. Should the City choose not to purchase any bus shelters, benches, and/or stops, YCIPTA shall have sixty (60) calendar days from the date of the notification by the City to remove the shelters, benches, and stops. If not removed within the sixty-day period, the bus shelters, benches, and stops shall become the property of the City. Any purchase, installation, or operation agreement between YCIPTA and its sub-licensee shall contain a provision making this Section 3(c) effective. If the shelters, benches, and stops are removed, YCIPTA shall bear all costs to restore the area as close as reasonably possible to the condition existing prior to the installation of the shelters, benches and stops. Each restoration must be inspected and approved by the City, and the City's approval shall not be unreasonably withheld or delayed.
- d. **Emergency.** In the case of imminent and serious peril or danger to the City of Yuma community, the City Engineer, Traffic Engineer, Chief of Police, Fire Chief, or the City Administrator may immediately suspend YCIPTA's lease of any City-owned

Approved Site with reasonable notice as determined by the circumstances. In such a case, YCIPTA's damages shall be limited to the fair market rent ascribed to that particular Approved Site in Section 3(b).

- e. **Inspection and Relocation of Bus Shelter, Benches, or Stops.** Once a bus shelter, bench, or stop placement is completed at an Approved Site, the City Engineer or his designee will inspect such placement in order to grant final, written approval for the placement. Once said inspection and approval is granted, the right to use that particular placement shall vest in YCIPTA for the Lease Term. However, the City reserves the right to require YCIPTA to relocate any bus shelter, bench or stop to an alternate Approved Site at the City's sole expense.

- 4. **Placement of Shelters, Benches and .Stops.** Prior to placement of any bus shelter, bench, or stop, YCIPTA shall submit a structural design and site plan of the shelter, bench, stop, and foundation for City approval. The design shall clearly depict all dimensions of the shelter, bench, stop, setbacks, the anticipated footprint upon placement, Americans with Disabilities Act (ADA) clearance and compliance, any impact on American Association of State Highway and Transportation Officials (AASHTO) sight standards, and wind loading. Each placement of bus shelters, benches, and stops will require a site inspection and final, written approval of the City as an Approved Site prior to use by the public. All bus shelters will require a building permit issued by the Building Division of the City. Solar lighting is encouraged and any non-solar lighting shall require an appropriate electrical permit prior to commencing installation. The City shall not unreasonably delay or withhold such inspection(s) and approval(s).

- 5. **Advertising License.** For the duration of this Agreement beginning on the Effective Date (the "License Term"), the City of Yuma hereby licenses YCIPTA to place advertising on bus shelters and benches within the City at Approved Sites and at other locations not on City property but subject to City advertising license requirements ("Off.-Site"), subject to the terms, time, manner and placement restrictions contained in this Agreement. This license includes the right to sub-license YCIPTA's rights herein to a sub-licensee, and shall be revocable as to any individual site upon thirty (30) days written notice to YCIPTA, or revocable under and subject to the emergency provision of Subsection 3(d) herein.

- a. **Authority.** This advertising license is granted through this City Council-approved Development Agreement as required by Yuma City Code Section 154-17.06(A)(10). No individual review or permitting for Off-Site signage shall be required by the City, as long as the advertising contemplated herein is located at an Approved Site, as listed in Exhibit 1 or as later approved, on a bus shelter or bench that has the inspection, and final written approval of the City Engineer and any required building permit. This advertising license includes the right to advertise on

Off-Site bus benches and shelters within the City limits, where a separate lease or right to locate is granted by the owning or controlling person or entity other than the City. In such case, YCIPTA or its sub-licensee shall provide satisfactory evidence thereof and, after submission of the design, lease, any required building permit, and site plan described in Section 4, the City Engineer shall inspect and if approved, issue a final, written approval of the location and placement of the bus shelter and/or bench as an Approved Site not on City right-of-way.

- b. **Disclosure of Advertising Revenues.** Upon written request, YCIPTA shall disclose the quarterly advertising revenues to the City of Yuma, One City Plaza, Yuma, Arizona 85364-1436, stating net monthly revenues from all advertisement placement and activity within the City. Net profits from such revenues shall be restricted to YCIPTA's use in accordance with the goals of YCIPTA's Master IGA and with the input of the City through its City Administrator or his/her designee through the City's membership on YCIPTA's Board.
6. **Uses and Criteria.** YCIPTA and its sub-licensee shall conduct advertising under the following criteria:
- a. All advertising shall comply with Federal, State and local laws and regulations and the terms of this Agreement ("applicable laws").
 - b. Advertising in the form of non-commercial speech is prohibited. Within all advertising, a commercial transaction must be proposed and must be adequately displayed on the transit advertising panels.
 - c. YCIPTA shall develop and sublicense, if desired, the advertising space in accordance with accepted advertising principles as defined in Section 6(f) below. YCIPTA may sub-license its right to advertise on bus shelters and benches within the City limits under this Agreement provided that the sub-license requires the sub-licensee to comply with all applicable laws, all terms of this Agreement, and that the sub-licensee agrees to indemnify and defend the City; and name the City of Yuma as an additional insured pursuant to Sections 7 and 8 of this Agreement.
 - d. All contracts for the use of advertising space or facilities shall be between YCIPTA, or its designated sub-licensee, and the advertiser or the advertiser's representatives. Upon request, YCIPTA shall provide copies of all contracts to the City after approval and execution. All such contracts shall be subject to termination upon the termination of this Agreement.

- e. The size, form, wording, illustration and style of all proposed bus bench and shelter advertisements, solicited pursuant to this Agreement, shall at all times be subject to the approval of the City, and the City reserves the right to reject any such advertisement. The City shall not unreasonably delay or withhold such approval, and any such approval process shall not unreasonably interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue 'under this Agreement. Upon reasonable request by the City, YCIPTA or its sub-licensee shall remove any advertisement of an objectionable character.
 - f. Advertising is subject to rejection or removal, pursuant to Section 5(e) above, if it displays advertising that:
 - i. Is false, misleading or deceptive;
 - ii. Relates to an illegal activity under any applicable laws;
 - iii. Advertises or depicts the use of tobacco or smoking products;
 - iv. Advertises or depicts the use of alcohol;
 - v. Represents, by language or graphics, violence or antisocial behavior;
 - vi. Advertises or depicts ,language, gestures, conduct, or graphical representations that a:re obscene, pornographic, vulgar, profane or scatological;
 - vii. Represents, by language or graphics, a nude or seminude person, as those terms are defined in Arizona Revised Statutes ("A.R.S.") § 11-811(D)(14) and (16), or the exposed buttocks of any person;
 - viii. Depicts, relates to or references a website or other medium that relates to specified sexual activities or specified anatomical areas as those terms are defined in A.R.S. § 11-11(D)(17) and (18); or,
 - ix. Is related to instruments, devices, items, products or paraphernalia that are designed for use in connection with sexual or drug-related activities.
7. **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) (hereinafter referred to as "claims") arising out of bodily injury, including death, to any person and/or property damages or copyright infringement, to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, sub-licensee, employees or volunteers.
8. **Insurance.** YCIPTA, or its sub-licensee, shall provide, and keep in force for the term of this Agreement, a Commercial General Liability policy (occurrence form only) that provides coverage for personal injury, bodily injury, death and property damage, in amounts not less than \$1 million per occurrence and \$2 million general aggregate. The

Commercial General Liability policy shall name the City of Yuma as a PRIMARY ADDITIONAL INSURED. The City of Yuma's general liability policy will be excess and non-contributory. At the time of execution of this Agreement, YCIPTA shall furnish a Certificate of Insurance (ACCORD 25 2010/05) and all necessary endorsements (CG 20 10 10 01 and CG 20 37 10 01) to the City showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide thirty (30) days advance, written notice to the City regarding any reduction in the policy coverage, cancellations or other adverse amendments to the policy or policies impacting the risks covered. YCIPTA agrees to waive subrogation against the City, and the policy shall be endorsed to provide a waiver of subrogation against the City by the insurer. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Arizona and which are reasonably satisfactory to the City. If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, YCIPTA agrees that it will increase such minimum limits by reasonable amounts upon reasonable request of the City.

9. **Obligations of the City.** For the duration of this Agreement, the City shall have the following obligations:
- a. The City shall permit YCIPTA, or its sub-licensee, to install advertising on any bus shelters and/or benches at Approved Sites within the City limits. The City shall permit agents and employees of YCIPTA, or its sub-licensee, to have access to the bus shelters and benches within City rights-of-way, at reasonable times and places, for the purposes of displaying, advertising, maintaining or repairing the signs on the bus shelters and/or benches.
 - b. During the term of this Agreement, the City agrees to provide YCIPTA with the exclusive right to procure commercial displays, advertising and advertisers for advertising on bus shelters and benches at Approved Sites where an inspection and final written approval of the bus shelter placement has been granted by the City Engineer, such approval shall not be unreasonably delayed or withheld.
10. **Obligations of YCIPTA.** YCIPTA or its sub-licensee shall inspect the signs on the bus benches and shelters at least once every month, and has the sole responsibility to install, keep, maintain and operate all display units and improvements in good condition. This includes keeping the area immediately surrounding the bus benches and shelters free of trash, gum, and untrimmed grass and weeds. YCIPTA or its sub-licensee shall promptly, within thirty (30) days of the date discovered, replace or repair any signs which have been destroyed and any bus shelters or benches that are in disrepair. To the extent such replacement or repair cannot be completed within the thirty (30) days, YCIPTA and/or its sub-licensee shall not be in default of this Section if it/they have commenced said

replacement or repair within that time. YCIPTA or its sub-licensee shall bear the sole cost and expense of maintaining, repairing and replacing said signs, bus shelters and benches, except when damage and/or disrepair was occasioned by the City, its officers, officials, agents, employees or volunteers. YCIPTA shall also ensure that advertising is kept current and up-to-date as reasonably determined by YCIPTA. Throughout the Lease, YCIPTA shall have a continuous responsibility to keep the bus shelters and benches in the locations approved by the City as described herein.

11. Termination of Agreement.

- a. The Lease of City owned rights-of-way shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 16 of this Agreement.
- b. This Agreement shall be subject to cancellation by the City in the event that YCIPTA defaults in the performance of any of the covenants and conditions required pursuant to this Agreement to be kept and performed by YCIPTA, if such default continues for a period of thirty (30) days after written notice of the default is given by the City to YCIPTA of the specified covenants and conditions at issue. In the event that the default cannot be cured within said thirty (30) days, YCIPTA shall not be in default of this Agreement if it commences performance within the 30 day-period and diligently prosecutes the same to completion.
- c. The failure of the City to declare this Agreement terminated, or to reenter and take possession, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the City to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

12. City Use of Sign Space. The City shall have the right to use, any unsold sign spaces on the bus shelters and benches. Such space shall be rented by the City from YCIPTA at the rate of _____, per month. In lieu of cash payments, to the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the unsold sign spaces shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council. Additionally, the City to bear the cost for design and installation, of any advertising on such unsold sign spaces. To facilitate such use, the City shall provide YCIPTA or its sub-licensee with a fifteen (15) business day written notice requesting use of such unsold sign spaces and, in exercising its right to use the unsold

sign space, the City shall not interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue under this Agreement. Accordingly, if the sign space is sold prior to the expiration of the City's 15 business-day notice, the City shall not install any signs or otherwise use said sign space(s) on the bus shelters and benches. Likewise, if the sign space is subsequently sold, the City shall promptly remove its sign unless it pays YCIPTA or its sub-licensee the current rate for said sign space. In such an event, YCIPTA or its sub-licensee shall give the City a ten (10) calendar day written notice to remove or buy the sign space.

13. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

14. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, licensees and sub-licensees, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from: (a) participation, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements on behalf of YCIPTA or (b) the furnishing of advertising service hereunder.

15. **Right to Inspect and Audit.** YCIPTA will make available to the City, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify the monthly sales reports and other contract compliance issues upon fifteen (15) business days' written notice to YCIPTA. The City may audit YCIPTA's advertising sales and revenues generated under the advertising license, in such event YCIPTA shall timely cooperate with such audit.

16. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

CITY: City Administrator, City of Yuma
One City Plaza
Yuma, Arizona 85364-1436

YCIPTA: Transit Director

Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona 85365

17. **Successors, Licensees and Sub-licensee.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, licensees, and sub-licensees of the respective parties hereto.
18. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
19. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the City that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.
20. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
21. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the City Council, where necessary.
22. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the City. No person or entity shall be a third-party beneficiary to this Agreement, except for any designated licensee or sub-licensee of YCIPTA as permitted pursuant to this Agreement, and to the extent that the licensee or sub-licensee assumes the rights and/or obligations of YCIPTA under this Agreement.
23. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
24. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.

25. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.

26. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.

28. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

CITY OF YUMA

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

John D. Simonton,
City of Yuma - Administrator

Shelly Kreger, CCTM
Transit Director

ATTEST

Lynda L. Bushong
City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Richard W. Files
Yuma City Attorney

EXHIBIT 1
APPROVED SITES

The City Engineer has approved each of the locations listed below as Approved Sites subject to the terms of this Lease Agreement.

Type Facility	Location

Bus Stop Amenities:

- 1) Bench
- 2) Shelter
- 3) Trash
- 4) Sign
- 5) Bus Stop
- 6) Infopost
- 7) Pole
- 8) Banner-Poster
- 9) YCAT Service Discontinued - YCIPTA may resume service at its discretion
- 10) YCAT Service Discontinued -YCIPTA may only resume operations at this location upon compliance with the procedures described in Section 3 and 4 of this Agreement.

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY ADVERTISING LICENSE,
DEVELOPMENT AGREEMENT AND LEASE OF CITY OF SOMERTON RIGHT-OF-
WAY FOR PLACEMENT OF BUS SHELTERS, BENCHES AND STOPS**

This Advertising License, Development Agreement, and Lease of City of Somerton Right-of-way ("Agreement"), in accordance with Arizona Revised Statutes ("A.R.S.") § 9-500.05, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the City of Somerton ("City"), an Arizona municipal corporation. The terms "party" and "parties" as used herein shall refer to YCIPTA, City or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, YCIPTA seeks to lease City of Somerton right-of-way for placement of shaded bus shelters, benches, and stops at City approved sites, to serve users of the YCAT public transportation system; and,

WHEREAS, YCIPTA also seeks a license from the City for the placement of commercial advertising on bus shelters and benches, without having to obtain individual sign permits for each and every advertising location; and,

WHEREAS, as part of its advertising license, YCIPTA needs the ability to sublicense, subject to the terms and conditions in this Agreement, the placement of commercial advertising on bus shelters and benches, located within City right-of-way or on City property at "Approved Sites" (defined in Section 3 hereof), or located elsewhere within the municipal boundaries; and,

WHEREAS, the City of Somerton 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, bicycle and pedestrian pathways, while serving the transportation needs of City residents in an efficient, affordable and safe manner; and,

WHEREAS, the City agrees to lease certain approved rights-of-way to YCIPTA for the installation of bus shelters, benches, bus stops and, upon either party obtaining a federal or state grant for construction, bus turnouts and other transportation amenities; and,

WHEREAS, the Somerton City Code, allows signs on public property through an approved Development Agreement; and,

WHEREAS, the City is willing to grant YCIPTA a license to place advertising on bus shelters and benches in City rights-of-way and at other locations within the municipal boundary, subject to the limitations of this Agreement; and,

WHEREAS, YCIPTA may sublicense its right to advertise on bus shelters and benches in accordance with the terms described herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the City agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is both a license to advertise on bus shelters and benches in compliance with the Somerton City Code and a lease of City rights-of-way for the placement of bus shelters, benches and stops. The purpose of this Agreement is to: (1) establish the terms and conditions for lease of specific City of Somerton rights-of-way to YCIPTA for the placement of shaded bus shelters, benches, and stops for the YCAT public transportation system; (2) agree upon a method for valuing the fair market rent of City rights-of-way leased to YCIPTA for use as shaded bus shelters, benches, and stops (including sites approved by the City in this Agreement, as well as the valuation of additional right-of-way that may be approved by the City for use by YCIPTA in the future); (3) to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the fair market rent of City rights- of-way that will be used for the placement of shaded bus shelters, benches, and stops; (4) pursuant to Somerton City Code, to license YCIPTA to approve and contract for advertising signs to be placed by YCIPTA (or its sub-licensee), on shaded bus shelters and benches in City rights-of-way and at other locations in the City, without requiring individual sign permits; and (5) to allow YCIPTA to retain all revenues generated through YCIPTA's, or its sub-licensee's, advertising activities with the condition that the revenue generated be used in accordance with the goals of YCIPTA's Master IGA and with the input of the City through its City Manager or his/her designee through the City's membership on YCIPTA's Board.
3. **Lease of City Rights-of-Way.** All sites for the installation of bus shelters, benches, and stops shall be approved in writing by the City prior to any installation or use by YCIPTA. Beginning upon the date of execution of this Agreement by both parties (the "Effective Date") and until such time as the Agreement is terminated in accordance with Section 11 of this Agreement, YCIPTA agrees to lease from the City and the City approves and agrees to lease to YCIPTA, the list of approved bus benches and shelter sites attached as Exhibit 1 and incorporated by reference as though fully set forth herein ("Approved

Sites") as may be amended from time-to-time as set forth herein. Any additional sites not listed in Exhibit 1 shall be subject to written approval by the City Manager or the City Manager's designee; such review shall not be unreasonably delayed.

- a. **No Sublease of City Right-of-Way or City Property.** YCIPTA may license the use of the Approved Sites, but shall not sublease, transfer, or assign any of YCIPTA's rights as the lessee under this lease. Any such license shall comport with the requirements of this Agreement.
- b. **Rent.** Fair market rent for City property at Approved Sites is _____ as calculated and set through the appraisal process described in Federal Transit Administration (FTA) Circular FTA C 5010.1D or any successor provision thereof. Either party may request a new appraisal not more than every ten (10) years. Such appraisals shall be conducted and funded as necessary by the City. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the Approved Sites shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council.
- c. **Maintenance and Restoration.** If the Lease is terminated, or if YCIPTA ceases to exist, ceases to operate a bus transit system, or no longer uses the bus shelters, benches, and stops installed in City-owned rights-of-way during the Lease Term of this Agreement, the City shall have a first right of refusal to purchase the bus shelters, benches and stops on a site-by-site basis at YCIPTA's negotiated cost, less wear and tear and depreciation, if any. Should the City choose not to purchase any bus shelters, benches, and/or stops, YCIPTA shall have sixty (60) calendar days from the date of the notification by the City to remove the shelters, benches, and stops. If not removed within the sixty-day period, the bus shelters, benches, and stops shall become the property of the City. Any purchase, installation, or operation agreement between YCIPTA and its sub-licensee shall contain a provision making this Section 3(c) effective. If the shelters, benches, and stops are removed, YCIPTA shall bear all costs to restore the area as close as reasonably possible to the condition existing prior to the installation of the shelters, benches and stops. Each restoration must be inspected and approved by the City, and the City's approval shall not be unreasonably withheld or delayed.
- d. **Emergency.** In the case of imminent and serious peril or danger to the City of Somerton community, the City Engineer, Traffic Engineer, Chief of Police, Fire Chief, or the City Manager may immediately suspend YCIPTA's lease of any City-

owned Approved Site with reasonable notice as determined by the circumstances. In such a case, YCIPTA's damages shall be limited to the fair market rent ascribed to that particular Approved Site in Section 3(b).

- e. **Inspection and Relocation of Bus Shelter, Benches, or Stops.** Once a bus shelter, bench, or stop placement is completed at an Approved Site, the City Engineer or his designee will inspect such placement in order to grant final, written approval for the placement. Once said inspection and approval is granted, the right to use that particular placement shall vest in YCIPTA for the Lease Term. However, the City reserves the right to require YCIPTA to relocate any bus shelter, bench or stop to an alternate Approved Site at the City's sole expense.

- 4. **Placement of Shelters, Benches and Stops.** Prior to placement of any bus shelter, bench, or stop, YCIPTA shall submit a structural design and site plan of the shelter, bench, stop, and foundation for City approval. The design shall clearly depict all dimensions of the shelter, bench, stop, setbacks, the anticipated footprint upon placement, Americans with Disabilities Act (ADA) clearance and compliance, any impact on American Association of State Highway and Transportation Officials (AASHTO) sight standards, and wind loading. Each placement of bus shelters, benches, and stops will require a site inspection and final, written approval of the City as an Approved Site prior to use by the public. All bus shelters will require a building permit issued by the Building Division of the City. Solar lighting is encouraged and any non-solar lighting shall require an appropriate electrical permit prior to commencing installation. The City shall not unreasonably delay or withhold such inspection(s) and approval(s).

- 5. **Advertising License.** For the duration of this Agreement beginning on the Effective Date (the "License Term"), the City of Somerton hereby licenses YCIPTA to place advertising on bus shelters and benches within the City at Approved Sites and at other locations not on City property but subject to City advertising license requirements ("Off.-Site"), subject to the terms, time, manner and placement restrictions contained in this Agreement. This license includes the right to sub-license YCIPTA's rights herein to a sub-licensee, and shall be revocable as to any individual site upon thirty (30) days written notice to YCIPTA, or revocable under and subject to the emergency provision of Subsection 3(d) herein.

- a. **Authority.** This advertising license is granted through this City Council-approved Development Agreement as required by Somerton City Code. No individual review or permitting for Off-Site signage shall be required by the City, as long as the advertising contemplated herein is located at an Approved Site, as listed in Exhibit 1 or as later approved, on a bus shelter or bench that has the inspection, and final written approval of the City Engineer and any required building permit. This advertising license includes the right to advertise on Off-Site bus benches and

shelters within the City limits, where a separate lease or right to locate is granted by the owning or controlling person or entity other than the City. In such case, YCIPTA or its sub-licensee shall provide satisfactory evidence thereof and, after submission of the design, lease, any required building permit, and site plan described in Section 4, the City Engineer shall inspect and if approved, issue a final, written approval of the location and placement of the bus shelter and/or bench as an Approved Site not on City right-of-way.

- b. **Disclosure of Advertising Revenues.** Upon written request, YCIPTA shall disclose the quarterly advertising revenues to the City of Somerton, 143 N. State Ave., Somerton, AZ 85350, stating net monthly revenues from all advertisement placement and activity within the City. Net profits from such revenues shall be restricted to YCIPTA's use in accordance with the goals of YCIPTA's Master IGA and with the input of the City through its City Manager or his/her designee through the City's membership on YCIPTA's Board.
6. **Uses and Criteria.** YCIPTA and its sub-licensee shall conduct advertising under the following criteria:
- a. All advertising shall comply with Federal, State and local laws and regulations and the terms of this Agreement ("applicable laws").
 - b. Advertising in the form of non-commercial speech is prohibited. Within all advertising, a commercial transaction must be proposed and must be adequately displayed on the transit advertising panels.
 - c. YCIPTA shall develop and sublicense, if desired, the advertising space in accordance with accepted advertising principles as defined in Section 6(f) below. YCIPTA may sub-license its right to advertise on bus shelters and benches within the City limits under this Agreement provided that the sub-license requires the sub-licensee to comply with all applicable laws, all terms of this Agreement, and that the sub-licensee agrees to indemnify and defend the City; and name the City of Somerton as an additional insured pursuant to Sections 7 and 8 of this Agreement.
 - d. All contracts for the use of advertising space or facilities shall be between YCIPTA, or its designated sub-licensee, and the advertiser or the advertiser's representatives. Upon request, YCIPTA shall provide copies of all contracts to the City after approval and execution. All such contracts shall be subject to termination upon the termination of this Agreement.

- e. The size, form, wording, illustration and style of all proposed bus bench and shelter advertisements, solicited pursuant to this Agreement, shall at all times be subject to the approval of the City, and the City reserves the right to reject any such advertisement. The City shall not unreasonably delay or withhold such approval, and any such approval process shall not unreasonably interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue 'under this Agreement. Upon reasonable request by the City, YCIPTA or its sub-licensee shall remove any advertisement of an objectionable character.
- f. Advertising is subject to rejection or removal, pursuant to Section 5(e) above, if it displays advertising that:
 - i. Is false, misleading or deceptive;
 - ii. Relates to an illegal activity under any applicable laws;
 - iii. Advertises or depicts the use of tobacco or smoking products;
 - iv. Advertises or depicts the use of alcohol;
 - v. Represents, by language or graphics, violence or antisocial behavior;
 - vi. Advertises or depicts ,language, gestures, conduct, or graphical representations that a:re obscene, pornographic, vulgar, profane or scatological;
 - vii. Represents, by language or graphics, a nude or seminude person, as those terms are defined in Arizona Revised Statutes ("A.R.S.") § 1 1-81 l(D)(14) and (16), or the exposed buttocks of any person;
 - viii. Depicts, relates to or references a website or other medium that relates to specified sexual activities or specified anatomical areas as those terms are defined in A.R.S. § 11-11(D)(l 7) and (18); or,
 - ix. Is related to instruments, devices, items, products or paraphernalia that are designed for use in connection with sexual or drug-related activities.

7. **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) (hereinafter referred to as "claims") arising out of bodily injury, including death, to any person and/or property damages or copyright infringement, to the extent that such claims are caused by the act, .omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, sub-licensee, employees or volunteers.

8. **Insurance.** YCIPTA, or its sub-licensee, shall provide, and keep in force for the term of this Agreement, a Commercial General Liability policy (occurrence form only) that provides coverage for personal injury, bodily injury, death and property damage, in amounts not less than \$1 million per occurrence and \$2 million general aggregate. The

Commercial General Liability policy shall name the City of Somerton as a PRIMARY ADDITIONAL INSURED. The City of Somerton' general liability policy will be excess and non-contributory. At the time of execution of this Agreement, YCIPTA shall furnish a Certificate of Insurance (ACCORD 25 2010/05) and all necessary endorsements (CG 20 10 10 01 and CG 20 37 10 01) to the City showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide thirty (30) days advance, written notice to the City regarding any reduction in the policy coverage, cancellations or other adverse amendments to the policy or policies impacting the risks covered. YCIPTA agrees to waive subrogation against the City, and the policy shall be endorsed to provide a waiver of subrogation against the City by the insurer. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Arizona and which are reasonably satisfactory to the City. If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, YCIPTA agrees that it will increase such minimum limits by reasonable amounts upon reasonable request of the City.

9. **Obligations of the City.** For the duration of this Agreement, the City shall have the following obligations:
- a. The City shall permit YCIPTA, or its sub-licensee, to install advertising on any bus shelters and/or benches at Approved Sites within the City limits. The City shall permit agents and employees of YCIPTA, or its sub-licensee, to have access to the bus shelters and benches within City rights-of-way, at reasonable times and places, for the purposes of displaying, advertising, maintaining or repairing the signs on the bus shelters and/or benches.
 - b. During the term of this Agreement, the City agrees to provide YCIPTA with the exclusive right to procure commercial displays, advertising and advertisers for advertising on bus shelters and benches at Approved Sites where an inspection and final written approval of the bus shelter placement has been granted by the City Engineer, such approval shall not be unreasonably delayed or withheld.
10. **Obligations of YCIPTA.** YCIPTA or its sub-licensee shall inspect the signs on the bus benches and shelters at least once every month, and has the sole responsibility to install, keep, maintain and operate all display units and improvements in good condition. This includes keeping the area immediately surrounding the bus benches and shelters free of trash, gum, and untrimmed grass and weeds. YCIPTA or its sub-licensee shall promptly, within thirty (30) days of the date discovered, replace or repair any signs which have been destroyed and any bus shelters or benches that are in disrepair. To the extent such replacement or repair cannot be completed within the thirty (30) days, YCIPTA and/or its sub-licensee shall not be in default of this Section if it/they have commenced said

replacement or repair within that time. YCIPTA or its sub-licensee shall bear the sole cost and expense of maintaining, repairing and replacing said signs, bus shelters and benches, except when damage and/or disrepair was occasioned by the City, its officers, officials, agents, employees or volunteers. YCIPTA shall also ensure that advertising is kept current and up-to-date as reasonably determined by YCIPTA. Throughout the Lease, YCIPTA shall have a continuous responsibility to keep the bus shelters and benches in the locations approved by the City as described herein.

11. Termination of Agreement.

- a. The Lease of City owned rights-of-way shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 16 of this Agreement.

- b. This Agreement shall be subject to cancellation by the City in the event that YCIPTA defaults in the performance of any of the covenants and conditions required pursuant to this Agreement to be kept and performed by YCIPTA, if such default continues for a period of thirty (30) days after written notice of the default is given by the City to YCIPTA of the specified covenants and conditions at issue. In the event that the default cannot be cured within said thirty (30) days, YCIPTA shall not be in default of this Agreement if it commences performance within the 30 day-period and diligently prosecutes the same to completion.

- c. The failure of the City to declare this Agreement terminated, or to reenter and take possession, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the City to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

12. City Use of Sign Space. The City shall have the right to use, any unsold sign spaces on the bus shelters and benches. Such space shall be rented by the City from YCIPTA at the rate of _____, per month. In lieu of cash payments, to the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the unsold sign spaces shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council. Additionally, the City to bear the cost for design and installation, of any advertising on such unsold sign spaces. To facilitate such use, the City shall provide YCIPTA or its sub-licensee with a fifteen (15) business day written notice requesting use of such unsold sign spaces and, in exercising its right to use the unsold

sign space, the City shall not interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue under this Agreement. Accordingly, if the sign space is sold prior to the expiration of the City's 15 business-day notice, the City shall not install any signs or otherwise use said sign space(s) on the bus shelters and benches. Likewise, if the sign space is subsequently sold, the City shall promptly remove its sign unless it pays YCIPTA or its sub-licensee the current rate for said sign space. In such an event, YCIPTA or its sub-licensee shall give the City a ten (10) calendar day written notice to remove or buy the sign space.

13. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

14. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, licensees and sub-licensees, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from: (a) participation, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements on behalf of YCIPTA or (b) the furnishing of advertising service hereunder.

15. **Right to Inspect and Audit.** YCIPTA will make available to the City, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify the monthly sales reports and other contract compliance issues upon fifteen (15) business days' written notice to YCIPTA. The City may audit YCIPTA's advertising sales and revenues generated under the advertising license, in such event YCIPTA shall timely cooperate with such audit.

16. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

CITY: City Manager, City of Somerton
143 N. State Ave. P.O. Box 638
Somerton, AZ 85350

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

17. **Successors, Licensees and Sub-licensee.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, licensees, and sub-licensees of the respective parties hereto.
18. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
19. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the City that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.
20. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
21. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the City Council, where necessary.
22. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the City. No person or entity shall be a third-party beneficiary to this Agreement, except for any designated licensee or sub-licensee of YCIPTA as permitted pursuant to this Agreement, and to the extent that the licensee or sub-licensee assumes the rights and/or obligations of YCIPTA under this Agreement.
23. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.

24. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
25. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
26. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
28. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

CITY OF SOMERTON

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Lizandro Galaviz
City of Somerton– City Manager

Shelly Kreger, CCTM
Transit Director

ATTEST

Andrea Moreno
Deputy City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Jorge Lozano
Somerton City Attorney

EXHIBIT 1
APPROVED SITES

The City Engineer has approved each of the locations listed below as Approved Sites subject to the terms of this Lease Agreement.

Type Facility	Location

Bus Stop Amenities:

- 1) Bench
- 2) Shelter
- 3) Trash
- 4) Sign
- 5) Bus Stop
- 6) Infopost
- 7) Pole
- 8) Banner-Poster
- 9) YCAT Service Discontinued - YCIPTA may resume service at its discretion
- 10) YCAT Service Discontinued -YCIPTA may only resume operations at this location upon compliance with the procedures described in Section 3 and 4 of this Agreement.

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY ADVERTISING LICENSE,
DEVELOPMENT AGREEMENT AND LEASE OF CITY OF SAN LUIS RIGHT-OF-
WAY FOR PLACEMENT OF BUS SHELTERS, BENCHES AND STOPS**

This Advertising License, Development Agreement, and Lease of City of San Luis Right-of-way ("Agreement"), in accordance with Arizona Revised Statutes ("A.R.S.") § 9-500.05, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the City of San Luis ("City"), an Arizona municipal corporation. The terms "party" and "parties" as used herein shall refer to YCIPTA, City or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, YCIPTA seeks to lease City of San Luis right-of-way for placement of shaded bus shelters, benches, and stops at City approved sites, to serve users of the YCAT public transportation system; and,

WHEREAS, YCIPTA also seeks a license from the City for the placement of commercial advertising on bus shelters and benches, without having to obtain individual sign permits for each and every advertising location; and,

WHEREAS, as part of its advertising license, YCIPTA needs the ability to sublicense, subject to the terms and conditions in this Agreement, the placement of commercial advertising on bus shelters and benches, located within City right-of-way or on City property at "Approved Sites" (defined in Section 3 hereof), or located elsewhere within the municipal boundaries; and,

WHEREAS, the City of San Luis 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, bicycle and pedestrian pathways, while serving the transportation needs of City residents in an efficient, affordable and safe manner; and,

WHEREAS, the City agrees to lease certain approved rights-of-way to YCIPTA for the installation of bus shelters, benches, bus stops and, upon either party obtaining a federal or state grant for construction, bus turnouts and other transportation amenities; and,

WHEREAS, San Luis City Ordinances allow signs on public property through an approved Development Agreement; and,

WHEREAS, the City is willing to grant YCIPTA a license to place advertising on bus shelters and benches in City rights-of-way and at other locations within the municipal boundary, subject to the limitations of this Agreement; and,

WHEREAS, YCIPTA may sublicense its right to advertise on bus shelters and benches in accordance with the terms described herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the City agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.

2. **Purpose.** This Agreement is both a license to advertise on bus shelters and benches in compliance with the San Luis City Code and a lease of City rights-of-way for the placement of bus shelters, benches and stops. The purpose of this Agreement is to: (1) establish the terms and conditions for lease of specific City of San Luis rights-of-way to YCIPTA for the placement of shaded bus shelters, benches, and stops for the YCAT public transportation system; (2) agree upon a method for valuing the fair market rent of City rights-of-way leased to YCIPTA for use as shaded bus shelters, benches, and stops (including sites approved by the City in this Agreement, as well as the valuation of additional right-of-way that may be approved by the City for use by YCIPTA in the future); (3) to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the fair market rent of City rights- of-way that will be used for the placement of shaded bus shelters, benches, and stops; (4) pursuant to San Luis City Code, to license YCIPTA to approve and contract for advertising signs to be placed by YCIPTA (or its sub-licensee), on shaded bus shelters and benches in City rights-of-way and at other locations in the City, without requiring individual sign permits; and (5) to allow YCIPTA to retain all revenues generated through YCIPTA's, or its sub-licensee's, advertising activities with the condition that the revenue generated be used in accordance with the goals of YCIPTA's Master IGA and with the input of the City through its City Manager or his/her designee through the City's membership on YCIPTA's Board.

3. **Lease of City Rights-of-Way.** All sites for the installation of bus shelters, benches, and stops shall be approved in writing by the City prior to any installation or use by YCIPTA. Beginning upon the date of execution of this Agreement by both parties (the "Effective Date") and until such time as the Agreement is terminated in accordance with Section 11 of this Agreement, YCIPTA agrees to lease from the City and the City approves and agrees to lease to YCIPTA, the list of approved bus benches and shelter sites attached as Exhibit 1 and incorporated by reference as though fully set forth herein ("Approved

Sites") as may be amended from time-to-time as set forth herein. Any additional sites not listed in Exhibit 1 shall be subject to written approval by the City Manager or the City Manager's designee; such review shall not be unreasonably delayed.

- a. **No Sublease of City Right-of-Way or City Property.** YCIPTA may license the use of the Approved Sites, but shall not sublease, transfer, or assign any of YCIPTA's rights as the lessee under this lease. Any such license shall comport with the requirements of this Agreement.
- b. **Rent.** Fair market rent for City property at Approved Sites is _____ as calculated and set through the appraisal process described in Federal Transit Administration (FTA) Circular FTA C 5010.1D or any successor provision thereof. Either party may request a new appraisal not more than every ten (10) years. Such appraisals shall be conducted and funded as necessary by the City. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the Approved Sites shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council.
- c. **Maintenance and Restoration.** If the Lease is terminated, or if YCIPTA ceases to exist, ceases to operate a bus transit system, or no longer uses the bus shelters, benches, and stops installed in City-owned rights-of-way during the Lease Term of this Agreement, the City shall have a first right of refusal to purchase the bus shelters, benches and stops on a site-by-site basis at YCIPTA's negotiated cost, less wear and tear and depreciation, if any. Should the City choose not to purchase any bus shelters, benches, and/or stops, YCIPTA shall have sixty (60) calendar days from the date of the notification by the City to remove the shelters, benches, and stops. If not removed within the sixty-day period, the bus shelters, benches, and stops shall become the property of the City. Any purchase, installation, or operation agreement between YCIPTA and its sub-licensee shall contain a provision making this Section 3(c) effective. If the shelters, benches, and stops are removed, YCIPTA shall bear all costs to restore the area as close as reasonably possible to the condition existing prior to the installation of the shelters, benches and stops. Each restoration must be inspected and approved by the City, and the City's approval shall not be unreasonably withheld or delayed.
- d. **Emergency.** In the case of imminent and serious peril or danger to the City of San Luis community, the City Engineer, Traffic Engineer, Chief of Police, Fire Chief, or the City Manager may immediately suspend YCIPTA's lease of any City-owned

Approved Site with reasonable notice as determined by the circumstances. In such a case, YCIPTA's damages shall be limited to the fair market rent ascribed to that particular Approved Site in Section 3(b).

- e. **Inspection and Relocation of Bus Shelter, Benches, or Stops.** Once a bus shelter, bench, or stop placement is completed at an Approved Site, the City Engineer or his designee will inspect such placement in order to grant final, written approval for the placement. Once said inspection and approval is granted, the right to use that particular placement shall vest in YCIPTA for the Lease Term. However, the City reserves the right to require YCIPTA to relocate any bus shelter, bench or stop to an alternate Approved Site at the City's sole expense.

- 4. **Placement of Shelters, Benches and Stops.** Prior to placement of any bus shelter, bench, or stop, YCIPTA shall submit a structural design and site plan of the shelter, bench, stop, and foundation for City approval. The design shall clearly depict all dimensions of the shelter, bench, stop, setbacks, the anticipated footprint upon placement, Americans with Disabilities Act (ADA) clearance and compliance, any impact on American Association of State Highway and Transportation Officials (AASHTO) sight standards, and wind loading. Each placement of bus shelters, benches, and stops will require a site inspection and final, written approval of the City as an Approved Site prior to use by the public. All bus shelters will require a building permit issued by the Building Division of the City. Solar lighting is encouraged and any non-solar lighting shall require an appropriate electrical permit prior to commencing installation. The City shall not unreasonably delay or withhold such inspection(s) and approval(s).

- 5. **Advertising License.** For the duration of this Agreement beginning on the Effective Date (the "License Term"), the City of San Luis hereby licenses YCIPTA to place advertising on bus shelters and benches within the City at Approved Sites and at other locations not on City property but subject to City advertising license requirements ("Off.-Site"), subject to the terms, time, manner and placement restrictions contained in this Agreement. This license includes the right to sub-license YCIPTA's rights herein to a sub-licensee, and shall be revocable as to any individual site upon thirty (30) days written notice to YCIPTA, or revocable under and subject to the emergency provision of Subsection 3(d) herein.

- a. **Authority.** This advertising license is granted through this City Council-approved Development Agreement as required by San Luis City Code. No individual review or permitting for Off-Site signage shall be required by the City, as long as the advertising contemplated herein is located at an Approved Site, as listed in Exhibit 1 or as later approved, on a bus shelter or bench that has the inspection, and final written approval of the City Engineer and any required building permit. This advertising license includes the right to advertise on Off-Site bus benches and

shelters within the City limits, where a separate lease or right to locate is granted by the owning or controlling person or entity other than the City. In such case, YCIPTA or its sub-licensee shall provide satisfactory evidence thereof and, after submission of the design, lease, any required building permit, and site plan described in Section 4, the City Engineer shall inspect and if approved, issue a final, written approval of the location and placement of the bus shelter and/or bench as an Approved Site not on City right-of-way.

- b. **Disclosure of Advertising Revenues.** Upon written request, YCIPTA shall disclose the quarterly advertising revenues to the City of San Luis, 1090 Union St., San Luis, AZ 85349, stating net monthly revenues from all advertisement placement and activity within the City. Net profits from such revenues shall be restricted to YCIPTA's use in accordance with the goals of YCIPTA's Master IGA and with the input of the City through its City Manager or his/her designee through the City's membership on YCIPTA's Board.
6. **Uses and Criteria.** YCIPTA and its sub-licensee shall conduct advertising under the following criteria:
- a. All advertising shall comply with Federal, State and local laws and regulations and the terms of this Agreement ("applicable laws").
 - b. Advertising in the form of non-commercial speech is prohibited. Within all advertising, a commercial transaction must be proposed and must be adequately displayed on the transit advertising panels.
 - c. YCIPTA shall develop and sublicense, if desired, the advertising space in accordance with accepted advertising principles as defined in Section 6(f) below. YCIPTA may sub-license its right to advertise on bus shelters and benches within the City limits under this Agreement provided that the sub-license requires the sub-licensee to comply with all applicable laws, all terms of this Agreement, and that the sub-licensee agrees to indemnify and defend the City; and name the City of San Luis as an additional insured pursuant to Sections 7 and 8 of this Agreement.
 - d. All contracts for the use of advertising space or facilities shall be between YCIPTA, or its designated sub-licensee, and the advertiser or the advertiser's representatives. Upon request, YCIPTA shall provide copies of all contracts to the City after approval and execution. All such contracts shall be subject to termination upon the termination of this Agreement.

- e. The size, form, wording, illustration and style of all proposed bus bench and shelter advertisements, solicited pursuant to this Agreement, shall at all times be subject to the approval of the City, and the City reserves the right to reject any such advertisement. The City shall not unreasonably delay or withhold such approval, and any such approval process shall not unreasonably interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue 'under this Agreement. Upon reasonable request by the City, YCIPTA or its sub-licensee shall remove any advertisement of an objectionable character.
- f. Advertising is subject to rejection or removal, pursuant to Section 5(e) above, if it displays advertising that:
 - i. Is false, misleading or deceptive;
 - ii. Relates to an illegal activity under any applicable laws;
 - iii. Advertises or depicts the use of tobacco or smoking products;
 - iv. Advertises or depicts the use of alcohol;
 - v. Represents, by language or graphics, violence or antisocial behavior;
 - vi. Advertises or depicts ,language, gestures, conduct, or graphical representations that a:re obscene, pornographic, vulgar, profane or scatological;
 - vii. Represents, by language or graphics, a nude or seminude person, as those terms are defined in Arizona Revised Statutes ("A.R.S.") § 1 1-81 l(D)(14) and (16), or the exposed buttocks of any person;
 - viii. Depicts, relates to or references a website or other medium that relates to specified sexual activities or specified anatomical areas as those terms are defined in A.R.S. § 11-11(D)(l 7) and (18); or,
 - ix. Is related to instruments, devices, items, products or paraphernalia that are designed for use in connection with sexual or drug-related activities.

7. **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) (hereinafter referred to as "claims") arising out of bodily injury, including death, to any person and/or property damages or copyright infringement, to the extent that such claims are caused by the act, .omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, sub-licensee, employees or volunteers.

8. **Insurance.** YCIPTA, or its sub-licensee, shall provide, and keep in force for the term of this Agreement, a Commercial General Liability policy (occurrence form only) that provides coverage for personal injury, bodily injury, death and property damage, in amounts not less than \$1 million per occurrence and \$2 million general aggregate. The

Commercial General Liability policy shall name the City of San Luis as a PRIMARY ADDITIONAL INSURED. The City of San Luis' general liability policy will be excess and non-contributory. At the time of execution of this Agreement, YCIPTA shall furnish a Certificate of Insurance (ACCORD 25 2010/05) and all necessary endorsements (CG 20 10 10 01 and CG 20 37 10 01) to the City showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide thirty (30) days advance, written notice to the City regarding any reduction in the policy coverage, cancellations or other adverse amendments to the policy or policies impacting the risks covered. YCIPTA agrees to waive subrogation against the City, and the policy shall be endorsed to provide a waiver of subrogation against the City by the insurer. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Arizona and which are reasonably satisfactory to the City. If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, YCIPTA agrees that it will increase such minimum limits by reasonable amounts upon reasonable request of the City.

9. **Obligations of the City.** For the duration of this Agreement, the City shall have the following obligations:
- a. The City shall permit YCIPTA, or its sub-licensee, to install advertising on any bus shelters and/or benches at Approved Sites within the City limits. The City shall permit agents and employees of YCIPTA, or its sub-licensee, to have access to the bus shelters and benches within City rights-of-way, at reasonable times and places, for the purposes of displaying, advertising, maintaining or repairing the signs on the bus shelters and/or benches.
 - b. During the term of this Agreement, the City agrees to provide YCIPTA with the exclusive right to procure commercial displays, advertising and advertisers for advertising on bus shelters and benches at Approved Sites where an inspection and final written approval of the bus shelter placement has been granted by the City Engineer, such approval shall not be unreasonably delayed or withheld.
10. **Obligations of YCIPTA.** YCIPTA or its sub-licensee shall inspect the signs on the bus benches and shelters at least once every month, and has the sole responsibility to install, keep, maintain and operate all display units and improvements in good condition. This includes keeping the area immediately surrounding the bus benches and shelters free of trash, gum, and untrimmed grass and weeds. YCIPTA or its sub-licensee shall promptly, within thirty (30) days of the date discovered, replace or repair any signs which have been destroyed and any bus shelters or benches that are in disrepair. To the extent such replacement or repair cannot be completed within the thirty (30) days, YCIPTA and/or its sub-licensee shall not be in default of this Section if it/they have commenced said

replacement or repair within that time. YCIPTA or its sub-licensee shall bear the sole cost and expense of maintaining, repairing and replacing said signs, bus shelters and benches, except when damage and/or disrepair was occasioned by the City, its officers, officials, agents, employees or volunteers. YCIPTA shall also ensure that advertising is kept current and up-to-date as reasonably determined by YCIPTA. Throughout the Lease, YCIPTA shall have a continuous responsibility to keep the bus shelters and benches in the locations approved by the City as described herein.

11. Termination of Agreement.

- a. The Lease of City owned rights-of-way shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 16 of this Agreement.
- b. This Agreement shall be subject to cancellation by the City in the event that YCIPTA defaults in the performance of any of the covenants and conditions required pursuant to this Agreement to be kept and performed by YCIPTA, if such default continues for a period of thirty (30) days after written notice of the default is given by the City to YCIPTA of the specified covenants and conditions at issue. In the event that the default cannot be cured within said thirty (30) days, YCIPTA shall not be in default of this Agreement if it commences performance within the 30 day-period and diligently prosecutes the same to completion.
- c. The failure of the City to declare this Agreement terminated, or to reenter and take possession, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the City to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

12. City Use of Sign Space. The City shall have the right to use, any unsold sign spaces on the bus shelters and benches. Such space shall be rented by the City from YCIPTA at the rate of _____, per month. In lieu of cash payments, to the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the unsold sign spaces shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council. Additionally, the City to bear the cost for design and installation, of any advertising on such unsold sign spaces. To facilitate such use, the City shall provide YCIPTA or its sub-licensee with a fifteen (15) business day written notice requesting use of such unsold sign spaces and, in exercising its right to use the unsold

sign space, the City shall not interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue under this Agreement. Accordingly, if the sign space is sold prior to the expiration of the City's 15 business-day notice, the City shall not install any signs or otherwise use said sign space(s) on the bus shelters and benches. Likewise, if the sign space is subsequently sold, the City shall promptly remove its sign unless it pays YCIPTA or its sub-licensee the current rate for said sign space. In such an event, YCIPTA or its sub-licensee shall give the City a ten (10) calendar day written notice to remove or buy the sign space.

13. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

14. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, licensees and sub-licensees, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from: (a) participation, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements on behalf of YCIPTA or (b) the furnishing of advertising service hereunder.

15. **Right to Inspect and Audit.** YCIPTA will make available to the City, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify the monthly sales reports and other contract compliance issues upon fifteen (15) business days' written notice to YCIPTA. The City may audit YCIPTA's advertising sales and revenues generated under the advertising license, in such event YCIPTA shall timely cooperate with such audit.

16. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

CITY: City Manager, City of San Luis
1090 Union St.
San Luis, AZ 85349

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

17. **Successors, Licensees and Sub-licensee.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, licensees, and sub-licensees of the respective parties hereto.
18. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
19. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the City that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.
20. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
21. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the City Council, where necessary.
22. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the City. No person or entity shall be a third-party beneficiary to this Agreement, except for any designated licensee or sub-licensee of YCIPTA as permitted pursuant to this Agreement, and to the extent that the licensee or sub-licensee assumes the rights and/or obligations of YCIPTA under this Agreement.
23. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.

24. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
25. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
26. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
28. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

CITY OF SAN LUIS

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Ralph Velez
City of San Luis – City Manager

Shelly Kreger, CCTM
Transit Director

ATTEST

Sonia Cornelio
City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this ____ day of _____, 2023

By: _____
Kay Marion Macuil
San Luis City Attorney

EXHIBIT 1
APPROVED SITES

The City Engineer has approved each of the locations listed below as Approved Sites subject to the terms of this Lease Agreement.

Type Facility	Location

Bus Stop Amenities:

- 1) Bench
- 2) Shelter
- 3) Trash
- 4) Sign
- 5) Bus Stop
- 6) Infopost
- 7) Pole
- 8) Banner-Poster
- 9) YCAT Service Discontinued - YCIPTA may resume service at its discretion
- 10) YCAT Service Discontinued -YCIPTA may only resume operations at this location upon compliance with the procedures described in Section 3 and 4 of this Agreement.

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY ADVERTISING LICENSE,
DEVELOPMENT AGREEMENT AND LEASE OF TOWN OF WELLTON RIGHT-OF-
WAY FOR PLACEMENT OF BUS SHELTERS, BENCHES AND STOPS**

This Advertising License, Development Agreement, and Lease of Town of Wellton Right-of-way ("Agreement"), in accordance with Arizona Revised Statutes ("A.R.S.") § 9-500.05, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the Town of Wellton ("Town"). The terms "party" and "parties" as used herein shall refer to YCIPTA, Town or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, YCIPTA seeks to lease Town of Wellton right-of-way for placement of shaded bus shelters, benches, and stops at Town approved sites, to serve users of the YCAT public transportation system; and,

WHEREAS, YCIPTA also seeks a license from the Town for the placement of commercial advertising on bus shelters and benches, without having to obtain individual sign permits for each and every advertising location; and,

WHEREAS, as part of its advertising license, YCIPTA needs the ability to sublicense, subject to the terms and conditions in this Agreement, the placement of commercial advertising on bus shelters and benches, located within the Town right-of-way or on Town property at "Approved Sites" (defined in Section 3 hereof), or located elsewhere within the municipal boundaries; and,

WHEREAS, the Town of Wellton 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 Town seeks to improve the municipal transportation system including roads, highways, bicycle and pedestrian pathways, while serving the transportation needs of Town residents in an efficient, affordable and safe manner; and,

WHEREAS, the Town agrees to lease certain approved rights-of-way to YCIPTA for the installation of bus shelters, benches, bus stops and, upon either party obtaining a federal or state grant for construction, bus turnouts and other transportation amenities; and,

WHEREAS, Town of Wellton Ordinances allow signs on public property through an approved Development Agreement; and,

WHEREAS, the Town is willing to grant YCIPTA a license to place advertising on bus shelters and benches in Town rights-of-way and at other locations within the municipal boundary, subject to the limitations of this Agreement; and,

WHEREAS, YCIPTA may sublicense its right to advertise on bus shelters and benches in accordance with the terms described herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the Town agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is both a license to advertise on bus shelters and benches in compliance with ordinances of the Town of Wellton and a lease of Town rights-of-way for the placement of bus shelters, benches and stops. The purpose of this Agreement is to: (1) establish the terms and conditions for lease of specific Town of Wellton rights-of-way to YCIPTA for the placement of shaded bus shelters, benches, and stops for the YCAT public transportation system; (2) agree upon a method for valuing the fair market rent of Town rights-of-way leased to YCIPTA for use as shaded bus shelters, benches, and stops (including sites approved by the Town in this Agreement, as well as the valuation of additional right-of-way that may be approved by the Town for use by YCIPTA in the future); (3) to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the fair market rent of Town rights- of-way that will be used for the placement of shaded bus shelters, benches, and stops; (4) to license YCIPTA to approve and contract for advertising signs to be placed by YCIPTA (or its sub-licensee), on shaded bus shelters and benches in Town rights-of-way and at other locations in the Town, without requiring individual sign permits; and (5) to allow YCIPTA to retain all revenues generated through YCIPTA's, or its sub-licensee's, advertising activities with the condition that the revenue generated be used in accordance with the goals of YCIPTA's Master IGA and with the input of the Town through its Town Manager or his/her designee through the Town's membership on YCIPTA's Board.
3. **Lease of Town Rights-of-Way.** All sites for the installation of bus shelters, benches, and stops shall be approved in writing by the Town prior to any installation or use by YCIPTA. Beginning upon the date of execution of this Agreement by both parties (the "Effective Date") and until such time as the Agreement is terminated in accordance with Section 11 of this Agreement, YCIPTA agrees to lease from the Town and the Town approves and agrees to lease to YCIPTA, the list of approved bus benches and shelter sites attached as Exhibit 1 and incorporated by reference as though fully set forth herein ("Approved Sites") as may be amended from time-to-time as set forth herein. Any additional sites not listed in Exhibit 1 shall be subject to written approval by the Town Manager or the Town Manager's designee; such review shall not be unreasonably delayed.

- a. **No Sublease of Town Right-of-Way or Town Property.** YCIPTA may license the use of the Approved Sites, but shall not sublease, transfer, or assign any of YCIPTA's rights as the lessee under this lease. Any such license shall comport with the requirements of this Agreement.

- b. **Rent.** Fair market rent for Town property at Approved Sites is _____ as calculated and set through the appraisal process described in Federal Transit Administration (FTA) Circular FTA C 5010.1D or any successor provision thereof. Either party may request a new appraisal not more than every ten (10) years. Such appraisals shall be conducted and funded as necessary by the Town. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the Approved Sites shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the Town Council and provided by the Town to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the Town Council.

- c. **Maintenance and Restoration.** If the Lease is terminated, or if YCIPTA ceases to exist, ceases to operate a bus transit system, or no longer uses the bus shelters, benches, and stops installed in Town-owned rights-of-way during the Lease Term of this Agreement, the Town shall have a first right of refusal to purchase the bus shelters, benches and stops on a site-by-site basis at YCIPTA's negotiated cost, less wear and tear and depreciation, if any. Should the Town choose not to purchase any bus shelters, benches, and/or stops, YCIPTA shall have sixty (60) calendar days from the date of the notification by the Town to remove the shelters, benches, and stops. If not removed within the sixty-day period, the bus shelters, benches, and stops shall become the property of the Town. Any purchase, installation, or operation agreement between YCIPTA and its sub-licensee shall contain a provision making this Section 3(c) effective. If the shelters, benches, and stops are removed, YCIPTA shall bear all costs to restore the area as close as reasonably possible to the condition existing prior to the installation of the shelters, benches and stops. Each restoration must be inspected and approved by the Town, and the Town's approval shall not be unreasonably withheld or delayed.

- d. **Emergency.** In the case of imminent and serious peril or danger to the Town of Wellton community, the Town Engineer, Traffic Engineer, Chief of Police, Fire Chief, or the Town Manager may immediately suspend YCIPTA's lease of any Town-owned Approved Site with reasonable notice as determined by the

circumstances. In such a case, YCIPTA's damages shall be limited to the fair market rent ascribed to that particular Approved Site in Section 3(b).

- e. **Inspection and Relocation of Bus Shelter, Benches, or Stops.** Once a bus shelter, bench, or stop placement is completed at an Approved Site, the Town Engineer or his designee will inspect such placement in order to grant final, written approval for the placement. Once said inspection and approval is granted, the right to use that particular placement shall vest in YCIPTA for the Lease Term. However, the Town reserves the right to require YCIPTA to relocate any bus shelter, bench or stop to an alternate Approved Site at the Town's sole expense.

- 4. **Placement of Shelters, Benches and Stops.** Prior to placement of any bus shelter, bench, or stop, YCIPTA shall submit a structural design and site plan of the shelter, bench, stop, and foundation for Town approval. The design shall clearly depict all dimensions of the shelter, bench, stop, setbacks, the anticipated footprint upon placement, Americans with Disabilities Act (ADA) clearance and compliance, any impact on American Association of State Highway and Transportation Officials (AASHTO) sight standards, and wind loading. Each placement of bus shelters, benches, and stops will require a site inspection and final, written approval of the Town as an Approved Site prior to use by the public. All bus shelters will require a building permit issued by the Building Division of the Town. Solar lighting is encouraged and any non-solar lighting shall require an appropriate electrical permit prior to commencing installation. The Town shall not unreasonably delay or withhold such inspection(s) and approval(s).

- 5. **Advertising License.** For the duration of this Agreement beginning on the Effective Date (the "License Term"), the Town of Wellton hereby licenses YCIPTA to place advertising on bus shelters and benches within the Town at Approved Sites and at other locations not on Town property but subject to Town advertising license requirements ("Off.-Site"), subject to the terms, time, manner and placement restrictions contained in this Agreement. This license includes the right to sub-license YCIPTA's rights herein to a sub-licensee, and shall be revocable as to any individual site upon thirty (30) days written notice to YCIPTA, or revocable under and subject to the emergency provision of Subsection 3(d) herein.

- a. **Authority.** This advertising license is granted through this Town Council-approved Development Agreement as required by Town of Wellton Code. No individual review or permitting for Off-Site signage shall be required by the Town, as long as the advertising contemplated herein is located at an Approved Site, as listed in Exhibit 1 or as later approved, on a bus shelter or bench that has the inspection, and final written approval of the Town Engineer and any required building permit. This advertising license includes the right to advertise on Off-Site bus benches and shelters within the Town limits, where a separate lease or right to locate is granted

by the owning or controlling person or entity other than the Town. In such case, YCIPTA or its sub-licensee shall provide satisfactory evidence thereof and, after submission of the design, lease, any required building permit, and site plan described in Section 4, the Town Engineer shall inspect and if approved, issue a final, written approval of the location and placement of the bus shelter and/or bench as an Approved Site not on Town right-of-way.

- b. **Disclosure of Advertising Revenues.** Upon written request, YCIPTA shall disclose the quarterly advertising revenues to the Town of Wellton, 28634 Oakland Ave., Wellton, AZ 85356, stating net monthly revenues from all advertisement placement and activity within the Town. Net profits from such revenues shall be restricted to YCIPTA's use in accordance with the goals of YCIPTA's Master IGA and with the input of the Town through its Town Manager or his/her designee through the Town's membership on YCIPTA's Board.
6. **Uses and Criteria.** YCIPTA and its sub-licensee shall conduct advertising under the following criteria:
- a. All advertising shall comply with Federal, State and local laws and regulations and the terms of this Agreement ("applicable laws").
 - b. Advertising in the form of non-commercial speech is prohibited. Within all advertising, a commercial transaction must be proposed and must be adequately displayed on the transit advertising panels.
 - c. YCIPTA shall develop and sublicense, if desired, the advertising space in accordance with accepted advertising principles as defined in Section 6(f) below. YCIPTA may sub-license its right to advertise on bus shelters and benches within the Town limits under this Agreement provided that the sub-license requires the sub-licensee to comply with all applicable laws, all terms of this Agreement, and that the sub-licensee agrees to indemnify and defend the Town; and name the Town of Wellton as an additional insured pursuant to Sections 7 and 8 of this Agreement.
 - d. All contracts for the use of advertising space or facilities shall be between YCIPTA, or its designated sub-licensee, and the advertiser or the advertiser's representatives. Upon request, YCIPTA shall provide copies of all contracts to the Town after approval and execution. All such contracts shall be subject to termination upon the termination of this Agreement.
 - e. The size, form, wording, illustration and style of all proposed bus bench and shelter advertisements, solicited pursuant to this Agreement, shall at all times be subject to

the approval of the Town, and the Town reserves the right to reject any such advertisement. The Town shall not unreasonably delay or withhold such approval, and any such approval process shall not unreasonably interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue 'under this Agreement. Upon reasonable request by the Town, YCIPTA or its sub-licensee shall remove any advertisement of an objectionable character.

- f. Advertising is subject to rejection or removal, pursuant to Section 5(e) above, if it displays advertising that:
- i. Is false, misleading or deceptive;
 - ii. Relates to an illegal activity under any applicable laws;
 - iii. Advertises or depicts the use of tobacco or smoking products;
 - iv. Advertises or depicts the use of alcohol;
 - v. Represents, by language or graphics, violence or antisocial behavior;
 - vi. Advertises or depicts ,language, gestures, conduct, or graphical representations that a:re obscene, pornographic, vulgar, profane or scatological;
 - vii. Represents, by language or graphics, a nude or seminude person, as those terms are defined in Arizona Revised Statutes ("A.R.S.") § 11-811(D)(14) and (16), or the exposed buttocks of any person;
 - viii. Depicts, relates to or references a website or other medium that relates to specified sexual activities or specified anatomical areas as those terms are defined in A.R.S. § 11-11(D)(17) and (18); or,
 - ix. Is related to instruments, devices, items, products or paraphernalia that are designed for use in connection with sexual or drug-related activities.
7. **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) (hereinafter referred to as "claims") arising out of bodily injury, including death, to any person and/or property damages or copyright infringement, to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, sub-licensee, employees or volunteers.
8. **Insurance.** YCIPTA, or its sub-licensee, shall provide, and keep in force for the term of this Agreement, a Commercial General Liability policy (occurrence form only) that provides coverage for personal injury, bodily injury, death and property damage, in amounts not less than \$1 million per occurrence and \$2 million general aggregate. The Commercial General Liability policy shall name the Town of Wellton as a PRIMARY ADDITIONAL INSURED. The Town of Wellton's general liability policy will be excess

and non-contributory. At the time of execution of this Agreement, YCIPTA shall furnish a Certificate of Insurance (ACCORD 25 2010/05) and all necessary endorsements (CG 20 10 10 01 and CG 20 37 10 01) to the Town showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide thirty (30) days advance, written notice to the Town regarding any reduction in the policy coverage, cancellations or other adverse amendments to the policy or policies impacting the risks covered. YCIPTA agrees to waive subrogation against the Town, and the policy shall be endorsed to provide a waiver of subrogation against the Town by the insurer. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Arizona and which are reasonably satisfactory to the Town. If, in the Town's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, YCIPTA agrees that it will increase such minimum limits by reasonable amounts upon reasonable request of the Town.

9. **Obligations of the Town.** For the duration of this Agreement, the Town shall have the following obligations:

- a. The Town shall permit YCIPTA, or its sub-licensee, to install advertising on any bus shelters and/or benches at Approved Sites within the Town limits. The Town shall permit agents and employees of YCIPTA, or its sub-licensee, to have access to the bus shelters and benches within Town rights-of-way, at reasonable times and places, for the purposes of displaying, advertising, maintaining or repairing the signs on the bus shelters and/or benches.
- b. During the term of this Agreement, the Town agrees to provide YCIPTA with the exclusive right to procure commercial displays, advertising and advertisers for advertising on bus shelters and benches at Approved Sites where an inspection and final written approval of the bus shelter placement has been granted by the Town Engineer, such approval shall not be unreasonably delayed or withheld.

10. **Obligations of YCIPTA.** YCIPTA or its sub-licensee shall inspect the signs on the bus benches and shelters at least once every month, and has the sole responsibility to install, keep, maintain and operate all display units and improvements in good condition. This includes keeping the area immediately surrounding the bus benches and shelters free of trash, gum, and untrimmed grass and weeds. YCIPTA or its sub-licensee shall promptly, within thirty (30) days of the date discovered, replace or repair any signs which have been destroyed and any bus shelters or benches that are in disrepair. To the extent such replacement or repair cannot be completed within the thirty (30) days, YCIPTA and/or its sub-licensee shall not be in default of this Section if it/they have commenced said replacement or repair within that time. YCIPTA or its sub-licensee shall bear the sole cost and expense of maintaining, repairing and replacing said signs, bus shelters and benches,

except when damage and/or disrepair was occasioned by the Town, its officers, officials, agents, employees or volunteers. YCIPTA shall also ensure that advertising is kept current and up-to-date as reasonably determined by YCIPTA. Throughout the Lease, YCIPTA shall have a continuous responsibility to keep the bus shelters and benches in the locations approved by the Town as described herein.

11. Termination of Agreement.

- a. The Lease of Town owned rights-of-way shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 16 of this Agreement.
- b. This Agreement shall be subject to cancellation by the Town in the event that YCIPTA defaults in the performance of any of the covenants and conditions required pursuant to this Agreement to be kept and performed by YCIPTA, if such default continues for a period of thirty (30) days after written notice of the default is given by the Town to YCIPTA of the specified covenants and conditions at issue. In the event that the default cannot be cured within said thirty (30) days, YCIPTA shall not be in default of this Agreement if it commences performance within the 30 day-period and diligently prosecutes the same to completion.
- c. The failure of the Town to declare this Agreement terminated, or to reenter and take possession, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the Town to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

12. Town Use of Sign Space. The Town shall have the right to use, any unsold sign spaces on the bus shelters and benches. Such space shall be rented by the Town from YCIPTA at the rate of _____, per month. In lieu of cash payments, to the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the unsold sign spaces shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the Town Council and provided by the Town to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the Town Council. Additionally, the Town to bear the cost for design and installation, of any advertising on such unsold sign spaces. To facilitate such use, the Town shall provide YCIPTA or its sub-licensee with a fifteen (15) business day written notice requesting use of such unsold sign spaces and, in exercising its right to use the unsold sign space, the Town shall not interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue under this Agreement. Accordingly, if the sign space is sold

prior to the expiration of the Town's 15 business-day notice, the Town shall not install any signs or otherwise use said sign space(s) on the bus shelters and benches. Likewise, if the sign space is subsequently sold, the Town shall promptly remove its sign unless it pays YCIPTA or its sub-licensee the current rate for said sign space. In such an event, YCIPTA or its sub-licensee shall give the Town a ten (10) calendar day written notice to remove or buy the sign space.

13. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.
14. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, licensees and sub-licensees, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from: (a) participation, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements on behalf of YCIPTA or (b) the furnishing of advertising service hereunder.
15. **Right to Inspect and Audit.** YCIPTA will make available to the Town, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify the monthly sales reports and other contract compliance issues upon fifteen (15) business days' written notice to YCIPTA. The Town may audit YCIPTA's advertising sales and revenues generated under the advertising license, in such event YCIPTA shall timely cooperate with such audit.
16. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

TOWN: Town Manager, Town of Wellton
28634 Oakland Ave.
Wellton, AZ 85356

YCIPTA: Transit Director
Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street
Yuma, Arizona 85365

17. **Successors, Licensees and Sub-licensee.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, licensees, and sub-licensees of the respective parties hereto.
18. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
19. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the Town that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.
20. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
21. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the Town Council, where necessary.
22. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the Town. No person or entity shall be a third-party beneficiary to this Agreement, except for any designated licensee or sub-licensee of YCIPTA as permitted pursuant to this Agreement, and to the extent that the licensee or sub-licensee assumes the rights and/or obligations of YCIPTA under this Agreement.
23. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
24. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.

25. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
26. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
28. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

TOWN OF WELLTON

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Richard Marsh
Town of Wellton – Town Manager

Shelly Kreger, CCTM
Transit Director

ATTEST

Sandra Jones
Town Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this ____ day of _____, 2023

By: _____
Kay Marion Macuil
Town of Wellton Attorney

EXHIBIT 1
APPROVED SITES

The Town Engineer has approved each of the locations listed below as Approved Sites subject to the terms of this Lease Agreement.

Type Facility	Location

Bus Stop Amenities:

- 1) Bench
- 2) Shelter
- 3) Trash
- 4) Sign
- 5) Bus Stop
- 6) Infopost
- 7) Pole
- 8) Banner-Poster
- 9) YCAT Service Discontinued - YCIPTA may resume service at its discretion
- 10) YCAT Service Discontinued -YCIPTA may only resume operations at this location upon compliance with the procedures described in Section 3 and 4 of this Agreement.

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY ADVERTISING LICENSE,
DEVELOPMENT AGREEMENT AND LEASE OF COCOPAH INDIAN TRIBE RIGHT-
OF-WAY FOR PLACEMENT OF BUS SHELTERS, BENCHES AND STOPS**

This Advertising License, Development Agreement, and Lease of Cocopah Indian Tribe Right-of-way ("Agreement"), in accordance with Arizona Revised Statutes ("A.R.S.") § 9-500.05, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and Cocopah Indian Tribe ("Cocopah"). The terms "party" and "parties" as used herein shall refer to YCIPTA, Cocopah or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, YCIPTA seeks to lease Cocopah Indian Tribe right-of-way for placement of shaded bus shelters, benches, and stops at Cocopah approved sites, to serve users of the YCAT public transportation system; and,

WHEREAS, YCIPTA also seeks a license from Cocopah for the placement of commercial advertising on bus shelters and benches, without having to obtain individual sign permits for each and every advertising location; and,

WHEREAS, as part of its advertising license, YCIPTA needs the ability to sublicense, subject to the terms and conditions in this Agreement, the placement of commercial advertising on bus shelters and benches, located within Cocopah right-of-way or on Cocopah property at "Approved Sites" (defined in Section 3 hereof), or located elsewhere within the tribal boundaries; and,

WHEREAS, the Cocopah Indian Tribe 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, Cocopah seeks to improve the transportation system including roads, highways, bicycle and pedestrian pathways, while serving the transportation needs of Cocopah residents in an efficient, affordable and safe manner; and,

WHEREAS, Cocopah agrees to lease certain approved rights-of-way to YCIPTA for the installation of bus shelters, benches, bus stops and, upon either party obtaining a federal or state grant for construction, bus turnouts and other transportation amenities; and,

WHEREAS, it is within tribal authority to allow signs on public property through an approved Development Agreement; and,

WHEREAS, Cocopah is willing to grant YCIPTA a license to place advertising on bus shelters and benches in Cocopah rights-of-way and at other locations within the municipal boundary, subject to the limitations of this Agreement; and,

WHEREAS, YCIPTA may sublicense its right to advertise on bus shelters and benches in accordance with the terms described herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and Cocopah agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is both a license to advertise on bus shelters and benches in compliance with the tribal laws and a lease of Cocopah rights-of-way for the placement of bus shelters, benches and stops. The purpose of this Agreement is to: (1) establish the terms and conditions for lease of specific Cocopah Indian Tribe rights-of-way to YCIPTA for the placement of shaded bus shelters, benches, and stops for the YCAT public transportation system; (2) agree upon a method for valuing the fair market rent of Cocopah rights-of-way leased to YCIPTA for use as shaded bus shelters, benches, and stops (including sites approved by Cocopah in this Agreement, as well as the valuation of additional right-of-way that may be approved by Cocopah for use by YCIPTA in the future); (3) to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the fair market rent of Cocopah right-of-ways that will be used for the placement of shaded bus shelters, benches, and stops; (4) to license YCIPTA to approve and contract for advertising signs to be placed by YCIPTA (or its sub-licensee), on shaded bus shelters and benches in Cocopah rights-of-way and at other locations in Cocopah, without requiring individual sign permits; and (5) to allow YCIPTA to retain all revenues generated through YCIPTA's, or its sub-licensee's, advertising activities with the condition that the revenue generated be used in accordance with the goals of YCIPTA's Master IGA and with the input of Cocopah through Cocopah's membership on YCIPTA's Board.
3. **Lease of Cocopah Rights-of-Way.** All sites for the installation of bus shelters, benches, and stops shall be approved in writing by Cocopah prior to any installation or use by YCIPTA. Beginning upon the date of execution of this Agreement by both parties (the "Effective Date") and until such time as the Agreement is terminated in accordance with Section 11 of this Agreement, YCIPTA agrees to lease from Cocopah and Cocopah approves and agrees to lease to YCIPTA, the list of approved bus benches and shelter sites attached as Exhibit 1 and incorporated by reference as though fully set forth herein

("Approved Sites") as may be amended from time-to-time as set forth herein. Any additional sites not listed in Exhibit 1 shall be subject to written approval by Cocopah or Cocopah's designee; such review shall not be unreasonably delayed.

- a. **No Sublease of Cocopah Right-of-Way or Cocopah Property.** YCIPTA may license the use of the Approved Sites, but shall not sublease, transfer, or assign any of YCIPTA's rights as the lessee under this lease. Any such license shall comport with the requirements of this Agreement.

- b. **Rent.** Fair market rent for Cocopah property at Approved Sites is _____ as calculated and set through the appraisal process described in Federal Transit Administration (FTA) Circular FTA C 5010.1D or any successor provision thereof. Either party may request a new appraisal not more than every ten (10) years. Such appraisals shall be conducted and funded as necessary by Cocopah. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the Approved Sites shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by Cocopah Tribal Council and provided by Cocopah to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by Cocopah Tribal Council.

- c. **Maintenance and Restoration.** If the Lease is terminated, or if YCIPTA ceases to exist, ceases to operate a bus transit system, or no longer uses the bus shelters, benches, and stops installed in Cocopah-owned rights-of-way during the Lease Term of this Agreement, Cocopah shall have a first right of refusal to purchase the bus shelters, benches and stops on a site-by-site basis at YCIPTA's negotiated cost, less wear and tear and depreciation, if any. Should Cocopah choose not to purchase any bus shelters, benches, and/or stops, YCIPTA shall have sixty (60) calendar days from the date of the notification by Cocopah to remove the shelters, benches, and stops. If not removed within the sixty-day period, the bus shelters, benches, and stops shall become the property of Cocopah. Any purchase, installation, or operation agreement between YCIPTA and its sub-licensee shall contain a provision making this Section 3(c) effective. If the shelters, benches, and stops are removed, YCIPTA shall bear all costs to restore the area as close as reasonably possible to the condition existing prior to the installation of the shelters, benches and stops. Each restoration must be inspected and approved by Cocopah, and Cocopah's approval shall not be unreasonably withheld or delayed.

- d. **Emergency.** In the case of imminent and serious peril or danger to the Cocopah Indian Tribe community, Cocopah Tribal Chairperson, Tribal Administrator, Fire

Chief, or Chief of Police may immediately suspend YCIPTA's lease of any Cocopah-owned Approved Site with reasonable notice as determined by the circumstances. In such a case, YCIPTA's damages shall be limited to the fair market rent ascribed to that particular Approved Site in Section 3(b).

- e. **Inspection and Relocation of Bus Shelter, Benches, or Stops.** Once a bus shelter, bench, or stop placement is completed at an Approved Site, Cocopah Chief Engineer or his designee will inspect such placement in order to grant final, written approval for the placement. Once said inspection and approval is granted, the right to use that particular placement shall vest in YCIPTA for the Lease Term. However, Cocopah reserves the right to require YCIPTA to relocate any bus shelter, bench or stop to an alternate Approved Site at Cocopah's sole expense.
4. **Placement of Shelters, Benches and Stops.** Prior to placement of any bus shelter, bench, or stop, YCIPTA shall submit a structural design and site plan of the shelter, bench, stop, and foundation for Cocopah approval. The design shall clearly depict all dimensions of the shelter, bench, stop, setbacks, the anticipated footprint upon placement, Americans with Disabilities Act (ADA) clearance and compliance, any impact on American Association of State Highway and Transportation Officials (AASHTO) sight standards, and wind loading. Each placement of bus shelters, benches, and stops will require a site inspection and final, written approval of Cocopah as an Approved Site prior to use by the public. All bus shelters will require a building permit issued by the Building Division of Cocopah. Solar lighting is encouraged and any non-solar lighting shall require an appropriate electrical permit prior to commencing installation. Cocopah shall not unreasonably delay or withhold such inspection(s) and approval(s).
 5. **Advertising License.** For the duration of this Agreement beginning on the Effective Date (the "License Term"), the Cocopah Indian Tribe hereby licenses YCIPTA to place advertising on bus shelters and benches within Cocopah at Approved Sites and at other locations not on Cocopah property but subject to Cocopah advertising license requirements ("Off.-Site"), subject to the terms, time, manner and placement restrictions contained in this Agreement. This license includes the right to sub-license YCIPTA's rights herein to a sub-licensee, and shall be revocable as to any individual site upon thirty (30) days written notice to YCIPTA, or revocable under and subject to the emergency provision of Subsection 3(d) herein.
 - a. **Authority.** This advertising license is granted through this Cocopah Tribal Council approved Development Agreement. No individual review or permitting for Off-Site signage shall be required by Cocopah, as long as the advertising contemplated herein is located at an Approved Site, as listed in Exhibit 1 or as later approved, on a bus shelter or bench that has the inspection, and final written approval of Cocopah

Chief Engineer and any required building permit. This advertising license includes the right to advertise on Off-Site bus benches and shelters within Cocopah limits, where a separate lease or right to locate is granted by the owning or controlling person or entity other than Cocopah. In such case, YCIPTA or its sub-licensee shall provide satisfactory evidence thereof and, after submission of the design, lease, any required building permit, and site plan described in Section 4, Cocopah Chief Engineer shall inspect and if approved, issue a final, written approval of the location and placement of the bus shelter and/or bench as an Approved Site not on Cocopah right-of-way.

- b. **Disclosure of Advertising Revenues.** Upon written request, YCIPTA shall disclose the quarterly advertising revenues to the Cocopah Indian Tribe, 14515 S. Veterans Drive, Somerton, AZ 85350, stating net monthly revenues from all advertisement placement and activity within Cocopah. Net profits from such revenues shall be restricted to YCIPTA's use in accordance with the goals of YCIPTA's Master IGA and with the input of Cocopah through its Cocopah Administrator or his/her designee through Cocopah's membership on YCIPTA's Board.
6. **Uses and Criteria.** YCIPTA and its sub-licensee shall conduct advertising under the following criteria:
- a. All advertising shall comply with Federal, State and local laws and regulations and the terms of this Agreement ("applicable laws").
 - b. Advertising in the form of non-commercial speech is prohibited. Within all advertising, a commercial transaction must be proposed and must be adequately displayed on the transit advertising panels.
 - c. YCIPTA shall develop and sublicense, if desired, the advertising space in accordance with accepted advertising principles as defined in Section 6(f) below. YCIPTA may sub-license its right to advertise on bus shelters and benches within Cocopah limits under this Agreement provided that the sub-license requires the sub-licensee to comply with all applicable laws, all terms of this Agreement, and that the sub-licensee agrees to indemnify and defend Cocopah; and name the Cocopah Indian Tribe as an additional insured pursuant to Sections 7 and 8 of this Agreement.
 - d. All contracts for the use of advertising space or facilities shall be between YCIPTA, or its designated sub-licensee, and the advertiser or the advertiser's representatives. Upon request, YCIPTA shall provide copies of all contracts to Cocopah after

approval and execution. All such contracts shall be subject to termination upon the termination of this Agreement.

- e. The size, form, wording, illustration and style of all proposed bus bench and shelter advertisements, solicited pursuant to this Agreement, shall at all times be subject to the approval of Cocopah, and Cocopah reserves the right to reject any such advertisement. Cocopah shall not unreasonably delay or withhold such approval, and any such approval process shall not unreasonably interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue 'under this Agreement. Upon reasonable request by Cocopah, YCIPTA or its sub-licensee shall remove any advertisement of an objectionable character.
 - f. Advertising is subject to rejection or removal, pursuant to Section 5(e) above, if it displays advertising that:
 - i. Is false, misleading or deceptive;
 - ii. Relates to an illegal activity under any applicable laws;
 - iii. Advertises or depicts the use of tobacco or smoking products;
 - iv. Advertises or depicts the use of alcohol;
 - v. Represents, by language or graphics, violence or antisocial behavior;
 - vi. Advertises or depicts ,language, gestures, conduct, or graphical representations that a:re obscene, pornographic, vulgar, profane or scatological;
 - vii. Represents, by language or graphics, a nude or seminude person, as those terms are defined in Arizona Revised Statutes ("A.R.S.") § 1 1-81 l(D)(14) and (16), or the exposed buttocks of any person;
 - viii. Depicts, relates to or references a website or other medium that relates to specified sexual activities or specified anatomical areas as those terms are defined in A.R.S. § 11-11(D)(l 7) and (18); or,
 - ix. Is related to instruments, devices, items, products or paraphernalia that are designed for use in connection with sexual or drug-related activities.
7. **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) (hereinafter referred to as "claims") arising out of bodily injury, including death, to any person and/or property damages or copyright infringement, to the extent that such claims are caused by the act, .omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, sub-licensee, employees or volunteers.

8. **Insurance.** YCIPTA, or its sub-licensee, shall provide, and keep in force for the term of this Agreement, a Commercial General Liability policy (occurrence form only) that provides coverage for personal injury, bodily injury, death and property damage, in amounts not less than \$1 million per occurrence and \$2 million general aggregate. The Commercial General Liability policy shall name the Cocopah Indian Tribe as a PRIMARY ADDITIONAL INSURED. The Cocopah Indian Tribe's general liability policy will be excess and non-contributory. At the time of execution of this Agreement, YCIPTA shall furnish a Certificate of Insurance (ACCORD 25 2010/05) and all necessary endorsements (CG 20 10 10 01 and CG 20 37 10 01) to Cocopah showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide thirty (30) days advance, written notice to Cocopah regarding any reduction in the policy coverage, cancellations or other adverse amendments to the policy or policies impacting the risks covered. YCIPTA agrees to waive subrogation against Cocopah, and the policy shall be endorsed to provide a waiver of subrogation against Cocopah by the insurer. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Arizona and which are reasonably satisfactory to Cocopah. If, in Cocopah's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, YCIPTA agrees that it will increase such minimum limits by reasonable amounts upon reasonable request of Cocopah.
9. **Obligations of Cocopah.** For the duration of this Agreement, Cocopah shall have the following obligations:
- a. Cocopah shall permit YCIPTA, or its sub-licensee, to install advertising on any bus shelters and/or benches at Approved Sites within Cocopah limits. Cocopah shall permit agents and employees of YCIPTA, or its sub-licensee, to have access to the bus shelters and benches within Cocopah rights-of-way, at reasonable times and places, for the purposes of displaying, advertising, maintaining or repairing the signs on the bus shelters and/or benches.
 - b. During the term of this Agreement, Cocopah agrees to provide YCIPTA with the exclusive right to procure commercial displays, advertising and advertisers for advertising on bus shelters and benches at Approved Sites where an inspection and final written approval of the bus shelter placement has been granted by Cocopah Chief Engineer, such approval shall not be unreasonably delayed or withheld.
10. **Obligations of YCIPTA.** YCIPTA or its sub-licensee shall inspect the signs on the bus benches and shelters at least once every month, and has the sole responsibility to install, keep, maintain and operate all display units and improvements in good condition. This includes keeping the area immediately surrounding the bus benches and shelters free of trash, gum, and untrimmed grass and weeds. YCIPTA or its sub-licensee shall promptly,

within thirty (30) days of the date discovered, replace or repair any signs which have been destroyed and any bus shelters or benches that are in disrepair. To the extent such replacement or repair cannot be completed within the thirty (30) days, YCIPTA and/or its sub-licensee shall not be in default of this Section if it/they have commenced said replacement or repair within that time. YCIPTA or its sub-licensee shall bear the sole cost and expense of maintaining, repairing and replacing said signs, bus shelters and benches, except when damage and/or disrepair was occasioned by Cocopah, its officers, officials, agents, employees or volunteers. YCIPTA shall also ensure that advertising is kept current and up-to-date as reasonably determined by YCIPTA. Throughout the Lease, YCIPTA shall have a continuous responsibility to keep the bus shelters and benches in the locations approved by Cocopah as described herein.

11. Termination of Agreement.

- a. The Lease of Cocopah owned rights-of-way shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 16 of this Agreement.
- b. This Agreement shall be subject to cancellation by Cocopah in the event that YCIPTA defaults in the performance of any of the covenants and conditions required pursuant to this Agreement to be kept and performed by YCIPTA, if such default continues for a period of thirty (30) days after written notice of the default is given by Cocopah to YCIPTA of the specified covenants and conditions at issue. In the event that the default cannot be cured within said thirty (30) days, YCIPTA shall not be in default of this Agreement if it commences performance within the 30 day-period and diligently prosecutes the same to completion.
- c. The failure of Cocopah to declare this Agreement terminated, or to reenter and take possession, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of Cocopah to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

12. Cocopah Use of Sign Space. Cocopah shall have the right to use, any unsold sign spaces on the bus shelters and benches. Such space shall be rented by Cocopah from YCIPTA at the rate of _____, per month. In lieu of cash payments, to the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the unsold sign spaces shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by Cocopah Tribal Council and provided by Cocopah to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual

appropriation that may be approved by Cocopah Tribal Council. Additionally, Cocopah to bear the cost for design and installation, of any advertising on such unsold sign spaces. To facilitate such use, Cocopah shall provide YCIPTA or its sub-licensee with a fifteen (15) business day written notice requesting use of such unsold sign spaces and, in exercising its right to use the unsold sign space, Cocopah shall not interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue under this Agreement. Accordingly, if the sign space is sold prior to the expiration of Cocopah's fifteen (15) business-day notice, Cocopah shall not install any signs or otherwise use said sign space(s) on the bus shelters and benches. Likewise, if the sign space is subsequently sold, Cocopah shall promptly remove its sign unless it pays YCIPTA or its sub-licensee the current rate for said sign space. In such an event, YCIPTA or its sub-licensee shall give Cocopah a ten (10) calendar day written notice to remove or buy the sign space.

13. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.
14. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, licensees and sub-licensees, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from: (a) participation, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements on behalf of YCIPTA or (b) the furnishing of advertising service hereunder.
15. **Right to Inspect and Audit.** YCIPTA will make available to Cocopah, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify the monthly sales reports and other contract compliance issues upon fifteen (15) business days' written notice to YCIPTA. Cocopah may audit YCIPTA's advertising sales and revenues generated under the advertising license, in such event YCIPTA shall timely cooperate with such audit.
16. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

COCOPAH: Tribal Administrator, Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, AZ 85350

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

17. **Successors, Licensees and Sub-licensee.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, licensees, and sub-licensees of the respective parties hereto.
18. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
19. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to Cocopah that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.
20. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
21. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of Cocopah Tribal Council, where necessary.
22. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and Cocopah. No person or entity shall be a third-party beneficiary to this Agreement, except for any designated licensee or sub-licensee of YCIPTA as permitted pursuant to this Agreement, and to the extent that the licensee or sub-licensee assumes the rights and/or obligations of YCIPTA under this Agreement.
23. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in

question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.

- 24. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
- 25. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
- 26. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
- 27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
- 28. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

COCOPAH INDIAN TRIBE

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Elizabeth Benitez
Cocopah Indian Tribe– Tribal Administrator

Shelly Kreger, CCTM
Transit Director

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Cocopah Indian Tribe Attorney

EXHIBIT 1
APPROVED SITES

Cocopah Chief Engineer has approved each of the locations listed below as Approved Sites subject to the terms of this Lease Agreement.

Type Facility	Location

Bus Stop Amenities:

- 1) Bench
- 2) Shelter
- 3) Trash
- 4) Sign
- 5) Bus Stop
- 6) Infopost
- 7) Pole
- 8) Banner-Poster
- 9) YCAT Service Discontinued - YCIPTA may resume service at its discretion
- 10) YCAT Service Discontinued -YCIPTA may only resume operations at this location upon compliance with the procedures described in Section 3 and 4 of this Agreement.

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY ADVERTISING LICENSE,
DEVELOPMENT AGREEMENT AND LEASE OF FORT YUMA QUECHAN INDIAN
TRIBE RIGHT-OF-WAY FOR PLACEMENT OF BUS SHELTERS, BENCHES AND
STOPS**

This Advertising License, Development Agreement, and Lease of Fort Yuma Quechan Indian Tribe Right-of-way ("Agreement"), in accordance with Arizona Revised Statutes ("A.R.S.") § 9-500.05, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and Fort Yuma Quechan Indian Tribe ("Quechan"). The terms "party" and "parties" as used herein shall refer to YCIPTA, Quechan or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, YCIPTA seeks to lease Fort Yuma Quechan Indian Tribe right-of-way for placement of shaded bus shelters, benches, and stops at Quechan approved sites, to serve users of the YCAT public transportation system; and,

WHEREAS, YCIPTA seeks to use Fort Yuma Quechan Indian Tribe right-of-way for movement of the bus through what would otherwise be a paid for parking lot; and

WHEREAS, YCIPTA also seeks a license from Quechan for the placement of commercial advertising on bus shelters and benches, without having to obtain individual sign permits for each and every advertising location; and,

WHEREAS, as part of its advertising license, YCIPTA needs the ability to sublicense, subject to the terms and conditions in this Agreement, the placement of commercial advertising on bus shelters and benches, located within Quechan right-of-way or on Quechan property at "Approved Sites" (defined in Section 3 hereof), or located elsewhere within the tribal boundaries; and,

WHEREAS, the Fort Yuma Quechan Indian Tribe 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, Quechan seeks to improve the transportation system including roads, highways, bicycle and pedestrian pathways, while serving the transportation needs of Quechan residents in an efficient, affordable and safe manner; and,

WHEREAS, Quechan agrees to lease certain approved rights-of-way to YCIPTA for the installation of bus shelters, benches, bus stops and, upon either party obtaining a federal or state grant for construction, bus turnouts and other transportation amenities; and,

WHEREAS, it is within tribal authority to allow signs on public property through an approved Development Agreement; and,

WHEREAS, Quechan is willing to grant YCIPTA a license to place advertising on bus shelters and benches in Quechan rights-of-way and at other locations within the municipal boundary, subject to the limitations of this Agreement; and,

WHEREAS, YCIPTA may sublicense its right to advertise on bus shelters and benches in accordance with the terms described herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and Quechan agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is both a license to advertise on bus shelters and benches in compliance with the tribal laws and a lease of Quechan rights-of-way for the placement of bus shelters, benches and stops. The purpose of this Agreement is to: (1) establish the terms and conditions for lease of specific Fort Yuma Quechan Indian Tribe rights-of-way to YCIPTA for the placement of shaded bus shelters, benches, and stops for the YCAT public transportation system; (2) agree upon a method for valuing the fair market rent of Quechan rights-of-way leased to YCIPTA for use as shaded bus shelters, benches, and stops (including sites approved by Quechan in this Agreement, as well as the valuation of additional right-of-way that may be approved by Quechan for use by YCIPTA in the future); (3) to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the fair market rent of Quechan right-of-ways that will be used for the placement of shaded bus shelters, benches, and stops; (4) to license YCIPTA to approve and contract for advertising signs to be placed by YCIPTA (or its sub-licensee), on shaded bus shelters and benches in Quechan rights-of-way and at other locations in Quechan, without requiring individual sign permits; and (5) to allow YCIPTA to retain all revenues generated through YCIPTA's, or its sub-licensee's, advertising activities with the condition that the revenue generated be used in accordance with the goals of YCIPTA's Master IGA and with the input of Quechan through Quechan's membership on YCIPTA's Board.
3. **Lease of Quechan Rights-of-Way.** All sites for the installation of bus shelters, benches, and stops shall be approved in writing by Quechan prior to any installation or use by YCIPTA. Beginning upon the date of execution of this Agreement by both parties (the

"Effective Date") and until such time as the Agreement is terminated in accordance with Section 11 of this Agreement, YCIPTA agrees to lease from Quechan and Quechan approves and agrees to lease to YCIPTA, the list of approved bus benches and shelter sites attached as Exhibit 1 and incorporated by reference as though fully set forth herein ("Approved Sites") as may be amended from time-to-time as set forth herein. Any additional sites not listed in Exhibit 1 shall be subject to written approval by Quechan or Quechan's designee; such review shall not be unreasonably delayed.

- a. **No Sublease of Quechan Right-of-Way or Quechan Property.** YCIPTA may license the use of the Approved Sites, but shall not sublease, transfer, or assign any of YCIPTA's rights as the lessee under this lease. Any such license shall comport with the requirements of this Agreement.

- b. **Rent.** Fair market rent for Quechan property at Approved Sites is _____ as calculated and set through the appraisal process described in Federal Transit Administration (FTA) Circular FTA C 5010.1D or any successor provision thereof. Either party may request a new appraisal not more than every ten (10) years. Such appraisals shall be conducted and funded as necessary by Quechan. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the Approved Sites shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by Quechan Tribal Council and provided by Quechan to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by Quechan Tribal Council.

- c. **Maintenance and Restoration.** If the Lease is terminated, or if YCIPTA ceases to exist, ceases to operate a bus transit system, or no longer uses the bus shelters, benches, and stops installed in Quechan-owned rights-of-way during the Lease Term of this Agreement, Quechan shall have a first right of refusal to purchase the bus shelters, benches and stops on a site-by-site basis at YCIPTA's negotiated cost, less wear and tear and depreciation, if any. Should Quechan choose not to purchase any bus shelters, benches, and/or stops, YCIPTA shall have sixty (60) calendar days from the date of the notification by Quechan to remove the shelters, benches, and stops. If not removed within the sixty-day period, the bus shelters, benches, and stops shall become the property of Quechan. Any purchase, installation, or operation agreement between YCIPTA and its sub-licensee shall contain a provision making this Section 3(c) effective. If the shelters, benches, and stops are removed, YCIPTA shall bear all costs to restore the area as close as reasonably possible to the condition existing prior to the installation of the shelters, benches

and stops. Each restoration must be inspected and approved by Quechan, and Quechan's approval shall not be unreasonably withheld or delayed.

- d. **Emergency.** In the case of imminent and serious peril or danger to the Fort Yuma Quechan Indian Tribe community, Quechan President, Tribal Administrator, Fire Chief, or Chief of Police may immediately suspend YCIPTA's lease of any Quechan-owned Approved Site with reasonable notice as determined by the circumstances. In such a case, YCIPTA's damages shall be limited to the fair market rent ascribed to that particular Approved Site in Section 3(b).
 - e. **Inspection and Relocation of Bus Shelter, Benches, or Stops.** Once a bus shelter, bench, or stop placement is completed at an Approved Site, Quechan Chief Engineer or his designee will inspect such placement in order to grant final, written approval for the placement. Once said inspection and approval is granted, the right to use that particular placement shall vest in YCIPTA for the Lease Term. However, Quechan reserves the right to require YCIPTA to relocate any bus shelter, bench or stop to an alternate Approved Site at Quechan's sole expense.
 - f. **Use of Parking Lot.** Quechan hereby grants YCIPTA daily use of the private parking lot located on tribal land that requires the purchase of a ticket for entrance to the parking lot. YCIPTA shall be permitted to use such route without the direct purchase of such ticket for transit along the designated bus route. The value of the daily use of such route excluding Sundays is nineteen thousand six hundred fifty six dollars (\$19,656.00) annually.
4. **Placement of Shelters, Benches and Stops.** Prior to placement of any bus shelter, bench, or stop, YCIPTA shall submit a structural design and site plan of the shelter, bench, stop, and foundation for Quechan approval. The design shall clearly depict all dimensions of the shelter, bench, stop, setbacks, the anticipated footprint upon placement, Americans with Disabilities Act (ADA) clearance and compliance, any impact on American Association of State Highway and Transportation Officials (AASHTO) sight standards, and wind loading. Each placement of bus shelters, benches, and stops will require a site inspection and final, written approval of Quechan as an Approved Site prior to use by the public. All bus shelters will require a building permit issued by the Building Division of Quechan. Solar lighting is encouraged and any non-solar lighting shall require an appropriate electrical permit prior to commencing installation. Quechan shall not unreasonably delay or withhold such inspection(s) and approval(s).
5. **Advertising License.** For the duration of this Agreement beginning on the Effective Date (the "License Term"), the Fort Yuma Quechan Indian Tribe hereby licenses YCIPTA to place advertising on bus shelters and benches within Quechan at Approved Sites and at

other locations not on Quechan property but subject to Quechan advertising license requirements ("Off.-Site"), subject to the terms, time, manner and placement restrictions contained in this Agreement. This license includes the right to sub-license YCIPTA's rights herein to a sub-licensee, and shall be revocable as to any individual site upon thirty (30) days written notice to YCIPTA, or revocable under and subject to the emergency provision of Subsection 3(d) herein.

- a. **Authority.** This advertising license is granted through this Quechan Tribal Council-approved Development Agreement. No individual review or permitting for Off-Site signage shall be required by Quechan, as long as the advertising contemplated herein is located at an Approved Site, as listed in Exhibit 1 or as later approved, on a bus shelter or bench that has the inspection, and final written approval of Quechan Chief Engineer and any required building permit. This advertising license includes the right to advertise on Off-Site bus benches and shelters within Quechan limits, where a separate lease or right to locate is granted by the owning or controlling person or entity other than Quechan. In such case, YCIPTA or its sub-licensee shall provide satisfactory evidence thereof and, after submission of the design, lease, any required building permit, and site plan described in Section 4, Quechan Chief Engineer shall inspect and if approved, issue a final, written approval of the location and placement of the bus shelter and/or bench as an Approved Site not on Quechan right-of-way.
- b. **Disclosure of Advertising Revenues.** Upon written request, YCIPTA shall disclose the quarterly advertising revenues to the Fort Yuma Quechan Indian Tribe, P.O. Box 1899, Yuma, AZ 85366, stating net monthly revenues from all advertisement placement and activity within Quechan. Net profits from such revenues shall be restricted to YCIPTA's use in accordance with the goals of YCIPTA's Master IGA and with the input of Quechan through its Quechan Administrator or his/her designee through Quechan's membership on YCIPTA's Board.

6. **Uses and Criteria.** YCIPTA and its sub-licensee shall conduct advertising under the following criteria:

- a. All advertising shall comply with Federal, State and local laws and regulations and the terms of this Agreement ("applicable laws").
- b. Advertising in the form of non-commercial speech is prohibited. Within all advertising, a commercial transaction must be proposed and must be adequately displayed on the transit advertising panels.

- c. YCIPTA shall develop and sublicense, if desired, the advertising space in accordance with accepted advertising principles as defined in Section 6(f) below. YCIPTA may sub-license its right to advertise on bus shelters and benches within Quechan limits under this Agreement provided that the sub-license requires the sub-licensee to comply with all applicable laws, all terms of this Agreement, and that the sub-licensee agrees to indemnify and defend Quechan; and name the Fort Yuma Quechan Indian Tribe as an additional insured pursuant to Sections 7 and 8 of this Agreement.
- d. All contracts for the use of advertising space or facilities shall be between YCIPTA, or its designated sub-licensee, and the advertiser or the advertiser's representatives. Upon request, YCIPTA shall provide copies of all contracts to Quechan after approval and execution. All such contracts shall be subject to termination upon the termination of this Agreement.
- e. The size, form, wording, illustration and style of all proposed bus bench and shelter advertisements, solicited pursuant to this Agreement, shall at all times be subject to the approval of Quechan, and Quechan reserves the right to reject any such advertisement. Quechan shall not unreasonably delay or withhold such approval, and any such approval process shall not unreasonably interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue 'under this Agreement. Upon reasonable request by Quechan, YCIPTA or its sub-licensee shall remove any advertisement of an objectionable character.
- f. Advertising is subject to rejection or removal, pursuant to Section 5(e) above, if it displays advertising that:
 - i. Is false, misleading or deceptive;
 - ii. Relates to an illegal activity under any applicable laws;
 - iii. Advertises or depicts the use of tobacco or smoking products;
 - iv. Advertises or depicts the use of alcohol;
 - v. Represents, by language or graphics, violence or antisocial behavior;
 - vi. Advertises or depicts ,language, gestures, conduct, or graphical representations that are obscene, pornographic, vulgar, profane or scatological;
 - vii. Represents, by language or graphics, a nude or seminude person, as those terms are defined in Arizona Revised Statutes ("A.R.S.") § 11-811(D)(14) and (16), or the exposed buttocks of any person;
 - viii. Depicts, relates to or references a website or other medium that relates to specified sexual activities or specified anatomical areas as those terms are defined in A.R.S. § 11-11(D)(17) and (18); or,

ix. Is related to instruments, devices, items, products or paraphernalia that are designed for use in connection with sexual or drug-related activities.

7. **Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, agents, employees or volunteers (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) (hereinafter referred to as "claims") arising out of bodily injury, including death, to any person and/or property damages or copyright infringement, to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, sub-licensee, employees or volunteers.
8. **Insurance.** YCIPTA, or its sub-licensee, shall provide, and keep in force for the term of this Agreement, a Commercial General Liability policy (occurrence form only) that provides coverage for personal injury, bodily injury, death and property damage, in amounts not less than \$1 million per occurrence and \$2 million general aggregate. The Commercial General Liability policy shall name the Fort Yuma Quechan Indian Tribe as a PRIMARY ADDITIONAL INSURED. The Fort Yuma Quechan Indian Tribe's general liability policy will be excess and non-contributory. At the time of execution of this Agreement, YCIPTA shall furnish a Certificate of Insurance (ACCORD 25 2010/05) and all necessary endorsements (CG 20 10 10 01 and CG 20 37 10 01) to Quechan showing that the required insurance is in force. The issuer(s) of the policy or policies shall provide thirty (30) days advance, written notice to Quechan regarding any reduction in the policy coverage, cancellations or other adverse amendments to the policy or policies impacting the risks covered. YCIPTA agrees to waive subrogation against Quechan, and the policy shall be endorsed to provide a waiver of subrogation against Quechan by the insurer. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Arizona and which are reasonably satisfactory to Quechan. If, in Quechan's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Agreement, YCIPTA agrees that it will increase such minimum limits by reasonable amounts upon reasonable request of Quechan.
9. **Obligations of Quechan.** For the duration of this Agreement, Quechan shall have the following obligations:
- a. Quechan shall permit YCIPTA, or its sub-licensee, to install advertising on any bus shelters and/or benches at Approved Sites within Quechan limits. Quechan shall permit agents and employees of YCIPTA, or its sub-licensee, to have access to the bus shelters and benches within Quechan rights-of-way, at reasonable times and places, for the purposes of displaying, advertising, maintaining or repairing the signs on the bus shelters and/or benches.

- b. During the term of this Agreement, Quechan agrees to provide YCIPTA with the exclusive right to procure commercial displays, advertising and advertisers for advertising on bus shelters and benches at Approved Sites where an inspection and final written approval of the bus shelter placement has been granted by Quechan Chief Engineer, such approval shall not be unreasonably delayed or withheld.

10. Obligations of YCIPTA. YCIPTA or its sub-licensee shall inspect the signs on the bus benches and shelters at least once every month, and has the sole responsibility to install, keep, maintain and operate all display units and improvements in good condition. This includes keeping the area immediately surrounding the bus benches and shelters free of trash, gum, and untrimmed grass and weeds. YCIPTA or its sub-licensee shall promptly, within thirty (30) days of the date discovered, replace or repair any signs which have been destroyed and any bus shelters or benches that are in disrepair. To the extent such replacement or repair cannot be completed within the thirty (30) days, YCIPTA and/or its sub-licensee shall not be in default of this Section if it/they have commenced said replacement or repair within that time. YCIPTA or its sub-licensee shall bear the sole cost and expense of maintaining, repairing and replacing said signs, bus shelters and benches, except when damage and/or disrepair was occasioned by Quechan, its officers, officials, agents, employees or volunteers. YCIPTA shall also ensure that advertising is kept current and up-to-date as reasonably determined by YCIPTA. Throughout the Lease, YCIPTA shall have a continuous responsibility to keep the bus shelters and benches in the locations approved by Quechan as described herein.

11. Termination of Agreement.

- a. The Lease of Quechan owned rights-of-way shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 16 of this Agreement.
- b. This Agreement shall be subject to cancellation by Quechan in the event that YCIPTA defaults in the performance of any of the covenants and conditions required pursuant to this Agreement to be kept and performed by YCIPTA, if such default continues for a period of thirty (30) days after written notice of the default is given by Quechan to YCIPTA of the specified covenants and conditions at issue. In the event that the default cannot be cured within said thirty (30) days, YCIPTA shall not be in default of this Agreement if it commences performance within the 30 day-period and diligently prosecutes the same to completion.
- c. The failure of Quechan to declare this Agreement terminated, or to reenter and take possession, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of Quechan to declare

this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

12. **Quechan Use of Sign Space.** Quechan shall have the right to use, any unsold sign spaces on the bus shelters and benches. Such space shall be rented by Quechan from YCIPTA at the rate of _____, per month. In lieu of cash payments, to the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above rent for the unsold sign spaces shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by Quechan Tribal Council and provided by Quechan to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by Quechan Tribal Council. Additionally, Quechan to bear the cost for design and installation, of any advertising on such unsold sign spaces. To facilitate such use, Quechan shall provide YCIPTA or its sub-licensee with a fifteen (15) business day written notice requesting use of such unsold sign spaces and, in exercising its right to use the unsold sign space, Quechan shall not interfere with YCIPTA's and/or its sub-licensee's ability to generate revenue under this Agreement. Accordingly, if the sign space is sold prior to the expiration of Quechan's 15 business-day notice, Quechan shall not install any signs or otherwise use said sign space(s) on the bus shelters and benches. Likewise, if the sign space is subsequently sold, Quechan shall promptly remove its sign unless it pays YCIPTA or its sub-licensee the current rate for said sign space. In such an event, YCIPTA or its sub-licensee shall give Quechan a ten (10) calendar day written notice to remove or buy the sign space.

13. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

14. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, licensees and sub-licensees, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from: (a) participation, denied the benefits of, or be otherwise subjected to discrimination in the construction of any improvements on behalf of YCIPTA or (b) the furnishing of advertising service hereunder.

15. **Right to Inspect and Audit.** YCIPTA will make available to Quechan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify the monthly sales reports and other contract compliance issues upon fifteen (15) business days' written notice to YCIPTA. Quechan may audit YCIPTA's advertising sales and revenues generated under the advertising license, in such event YCIPTA shall timely cooperate with such audit.

16. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

QUECHAN: Tribal Administrator, Fort Yuma Quechan Indian Tribe
P.O. Box 1899
Yuma, AZ 8536

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

17. **Successors, Licensees and Sub-licensee.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, licensees, and sub-licensees of the respective parties hereto.

18. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.

19. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to Quechan that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

20. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

21. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of Quechan Tribal Council, where necessary.
22. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and Quechan. No person or entity shall be a third-party beneficiary to this Agreement, except for any designated licensee or sub-licensee of YCIPTA as permitted pursuant to this Agreement, and to the extent that the licensee or sub-licensee assumes the rights and/or obligations of YCIPTA under this Agreement.
23. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
24. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
25. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
26. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
27. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
28. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

**FORT YUMA QUECHAN
INDIAN TRIBE**

**YUMA COUNTY
INTERGOVERNMENTAL PUBLIC
TRANSPORTATION AUTHORITY**

Fort Yuma Quechan Indian Tribe
– Tribal Administrator

Shelly Kreger, CCTM
Transit Director

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Fort Yuma Quechan Indian Tribe Attorney

EXHIBIT 1
APPROVED SITES

Quechan Chief Engineer has approved each of the locations listed below as Approved Sites subject to the terms of this Lease Agreement.

Type Facility	Location

Bus Stop Amenities:

- 1) Bench
- 2) Shelter
- 3) Trash
- 4) Sign
- 5) Bus Stop
- 6) Infopost
- 7) Pole
- 8) Banner-Poster
- 9) YCAT Service Discontinued - YCIPTA may resume service at its discretion
- 10) YCAT Service Discontinued -YCIPTA may only resume operations at this location upon compliance with the procedures described in Section 3 and 4 of this Agreement.



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

May 23, 2023

Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding Member entity in-kind agreements for Directors services..

Requested Action: ; N/A.

Background and Summary: Staff has been working with legal counsel in regard to in kind agreements with each member entity for Board Services in order to use these services against Federal grants. This assists in freeing up the cash needed. Member Entities will take these agreements back to their legal and respective boards and councils for their approval. Once these agreements have been approved by each member entity they will then be brought before the YCIPTA Board for final approval.

Staff has sent this agreement to FTA for review but as of the date of this memo we have not heard back from our FTA Program Manager.

Agreements as follows:

- Yuma County
- City of Yuma
- City of Somerton
- City of San Luis
- Town of Wellton
- Cocopah Indian Tribe
- Quechan Indian Tribe
- Arizona Western College

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Jay Simonton - Chairman – City of Yuma, Susan M. Zambrano – Vice Chairman – Arizona Western College

Eric Holland Sec/Treas– Cocopah Tribe, Richard Marsh – Town of Wellton,

Brian Golding, Sr.-Quechan Tribe, Ian McGaughey – Yuma County,

Ralph Velez – City of San Luis, Louie Galaviz- City of Somerton

Shelly Kreger, Transit Director

Financial Impacts: Unknow dollar amount, to be calculated based on amount of time each member spends on YCIPTA business.

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: Yes

Attachments:

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

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

Shelly Kreger, Transit Director

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND YUMA COUNTY
INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the Yuma County ("County"). The terms "party" and "parties" as used herein shall refer to YCIPTA, County or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, the Yuma County 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 County seeks to improve the municipal transportation system including roads; and

WHEREAS, in accordance with the obligations of the Parties under the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that the Yuma County is required and authorized to provide an individual who is authorized by the County to exercises the County's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate the Yuma County for its Director's time; and

WHEREAS, the Yuma County is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the County agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by the County to exercises the governance and County's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of the County.** For the duration of this Agreement, the County shall have the following obligations:
 - a. To designate a Director for appointment and representation of the County on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast the County's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director apprised of consequential happenings occurring within the operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by the County to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the County Board of Supervisors and provided by the County to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the County Board of Supervisors.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by the County in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of the County to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the County to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.

9. **Right to Inspect and Audit.** YCIPTA will make available to the County, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.

10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

COUNTY: County Administrator, Yuma County
 198 S. Main Street
 Yuma, Arizona 85364

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

11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs, and assigns of the respective parties hereto.

12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.

13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the County that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the County Council, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the County. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

YUMA COUNTY

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Ian McGaughey,
Yuma County - Administrator

Shelly Kreger, CCTM
Transit Director

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
John R. Smith
Yuma County Attorney

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND CITY OF YUMA
INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the City of Yuma ("City"), an Arizona municipal corporation. The terms "party" and "parties" as used herein shall refer to YCIPTA, City or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, the City of Yuma 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; and

WHEREAS, in accordance with the obligations of the Parties under the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that the City of Yuma is required and authorized to provide an individual who is authorized by the City to exercises the City's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate the City of Yuma for its Director's time; and

WHEREAS, the City of Yuma is authorized to enter into this Agreement by Article III, Section 13 of the Yuma City Charter and A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the City agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by the City to exercises the governance and City's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of the City.** For the duration of this Agreement, the City shall have the following obligations:
 - a. To designate a Director for appointment and representation of the City on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast the City's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director appraised of consequential happenings occurring within operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by the City to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by the City in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of the City to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the City to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.
8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.
9. **Right to Inspect and Audit.** YCIPTA will make available to the City, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.
10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:
- CITY: City Administrator, City of Yuma
One City Plaza
Yuma, Arizona 85364-1436
- YCIPTA: Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona 85365
11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs, and assigns of the respective parties hereto.
12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the City that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the City Council, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the City. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

CITY OF YUMA

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

John D. Simonton,
City of Yuma - Administrator

Shelly Kreger, CCTM
Transit Director

ATTEST

Lynda L. Bushong
City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Richard W. Files
Yuma City Attorney

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND CITY OF SOMERTON
INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the City of Somerton ("City"), an Arizona municipal corporation. The terms "party" and "parties" as used herein shall refer to YCIPTA, City or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, the City of Somerton 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; and

WHEREAS, in accordance with the obligations of the Parties under the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that the City of Somerton is required and authorized to provide an individual who is authorized by the City to exercises the City's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate the City of Somerton for its Director's time; and

WHEREAS, the City of Somerton is authorized to enter into this Agreement by the Somerton City Charter and A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the City agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by the City to exercises the governance and City's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of the City.** For the duration of this Agreement, the City shall have the following obligations:
 - a. To designate a Director for appointment and representation of the City on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast the City's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director apprised of consequential happenings occurring within the operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by the City to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by the City in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of the City to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the City to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.
8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.
9. **Right to Inspect and Audit.** YCIPTA will make available to the City, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.
10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:
- CITY: City Manager, City of Somerton
143 N. State Ave. P.O. Box 638
Somerton, AZ 85350
- YCIPTA: Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona 85365
11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs, and assigns of the respective parties hereto.
12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the City that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the City Council, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the City. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

CITY OF SOMERTON

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Lizandro Galaviz,
City of Somerton – City Manager

Shelly Kreger, CCTM
Transit Director

ATTEST

Andrea Moreno
Deputy City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Jorge Lozano
Somerton City Attorney

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND CITY OF SAN LUIS
INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the City of San Luis ("City"), an Arizona municipal corporation. The terms "party" and "parties" as used herein shall refer to YCIPTA, City or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, the City of San Luis 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; and

WHEREAS, in accordance with the obligations of the Parties under the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that the City of San Luis is required and authorized to provide an individual who is authorized by the City to exercises the City's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate the City of San Luis for its Director's time; and

WHEREAS, the City of San Luis is authorized to enter into this Agreement by the San Luis City Charter and A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the City agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by the City to exercises the governance and City's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of the City.** For the duration of this Agreement, the City shall have the following obligations:
 - a. To designate a Director for appointment and representation of the City on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast the City's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director apprised of consequential happenings occurring within the operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by the City to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the City Council and provided by the City to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the City Council.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by the City in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of the City to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the City to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.

9. **Right to Inspect and Audit.** YCIPTA will make available to the City, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.

10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

CITY: City Manager, City of San Luis
 1090 Union St.
 San Luis, AZ 85349

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

11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs, and assigns of the respective parties hereto.

12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.

13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the City that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the City Council, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the City. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

CITY OF SAN LUIS

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Ralph Valdez,
City of San Luis – City Manager

Shelly Kreger, CCTM
Transit Director

ATTEST

Sonia Cornelio
City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Kay Marion Macuil
San Luis City Attorney

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND TOWN OF WELLTON
INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the Town of Wellton ("Town"), an Arizona municipal corporation. The terms "party" and "parties" as used herein shall refer to YCIPTA, Town or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, the Town of Wellton 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 Town seeks to improve the municipal transportation system including roads; and

WHEREAS, in accordance with the obligations of the Parties under the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that the Town of Wellton is required and authorized to provide an individual who is authorized by the Town to exercises the Town's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate the Town of Wellton for its Director's time; and

WHEREAS, the Town of Wellton is authorized to enter into this Agreement by the Yuma Wellton Town Charter and A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and the Town agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by the Town to exercises the governance and Town's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of the Town.** For the duration of this Agreement, the Town shall have the following obligations:
 - a. To designate a Director for appointment and representation of the Town on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast the Town's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director apprised of consequential happenings occurring within operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by the Town to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by the Town Council and provided by the Town to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the Town Council.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by the Town in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of the Town to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of the Town to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.

9. **Right to Inspect and Audit.** YCIPTA will make available to the Town, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.

10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

TOWN: Town Manager, Town of Wellton
 28634 Oakland Ave.
 Wellton, AZ 85356

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

11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs and assigns of the respective parties hereto.

12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.

13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to the Town that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the Town Council, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and the Town. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

TOWN OF WELLTON

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Richard Marsh,
Town of Wellton - Manager

Shelly Kreger, CCTM
Transit Director

ATTEST

Sandra Jones
Town Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Kay Marion Macuil
Town of Wellton Attorney

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND COCOPAH INDIAN TRIBE
INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and the Cocopah Indian Tribe ("Cocopah"). The terms "party" and "parties" as used herein shall refer to YCIPTA, Cocopah or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, the Cocopah Indian Tribe 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, Cocopah seeks to improve the municipal transportation system including roads; and

WHEREAS, in accordance with the obligations of the Parties under the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that the Cocopah Indian Tribe is required and authorized to provide an individual who is authorized by Cocopah to exercise Cocopah's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate Cocopah Indian Tribe for its Director's time; and

WHEREAS, the Cocopah Indian Tribe is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and Cocopah agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by Cocopah to exercises the governance and Cocopah's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of Cocopah.** For the duration of this Agreement, Cocopah shall have the following obligations:
 - a. To designate a Director for appointment and representation of Cocopah on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast Cocopah's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director appraised of consequential happenings occurring within operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by Cocopah to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by Cocopah Tribal Council and provided by Cocopah to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the Cocopah Tribal Council.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by Cocopah in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of Cocopah to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of Cocopah to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.
8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.
9. **Right to Inspect and Audit.** YCIPTA will make available to Cocopah, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.
10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:
- COCOPAH: Tribal Administrator, Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, AZ 85350
- YCIPTA: Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona 85365
11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs, and assigns of the respective parties hereto.
12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.
13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to Cocopah that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the Cocopah Tribal Council, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and Cocopah. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

COCOPAH INDIAN TRIBE

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Elizabeth Benitez
Cocopah Indian Tribe– Tribal Administrator

Shelly Kreger, CCTM
Transit Director

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Cocopah Indian Tribe Attorney

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND FORT YUMA QUECHAN INDIAN
TRIBE INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and Fort Yuma Quechan Indian Tribe ("Quechan"). The terms "party" and "parties" as used herein shall refer to YCIPTA, Quechan or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, Fort Yuma Quechan Indian Tribe 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, Quechan seeks to improve the municipal transportation system including roads; and

WHEREAS, in accordance with the obligations of the Parties under the Intergovernmental Agreement entered into between the Parties on May 1, 2012 which referenced and incorporated the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that Fort Yuma Quechan Indian Tribe is required and authorized to provide an individual who is authorized by Quechan to exercises Quechan's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate Quechan Indian Tribe for its Director's time; and

WHEREAS, Fort Yuma Quechan Indian Tribe is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and Quechan agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by Quechan to exercises the governance and Quechan's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of Quechan.** For the duration of this Agreement, Quechan shall have the following obligations:
 - a. To designate a Director for appointment and representation of Quechan on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast Quechan's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director appraised of consequential happenings occurring within operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by Quechan to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by Quechan Tribal Council and provided by Quechan to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the Quechan Tribal Council.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by Quechan in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of Quechan to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of Quechan to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.

9. **Right to Inspect and Audit.** YCIPTA will make available to Quechan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.

10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

QUECHAN: Tribal Administrator, Fort Yuma Quechan Indian Tribe
 P.O. Box 1899
 Yuma, AZ 8536

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

11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs, and assigns of the respective parties hereto.

12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.

13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to Quechan that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the Quechan Tribal Council, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and Quechan. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

**FORT YUMA QUECHAN
INDIAN TRIBE**

**YUMA COUNTY
INTERGOVERNMENTAL PUBLIC
TRANSPORTATION AUTHORITY**

Fort Yuma Quechan Indian Tribe
– Tribal Administrator

Shelly Kreger, CCTM
Transit Director

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2023

By: _____
Fort Yuma Quechan Indian Tribe Attorney

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY AND ARIZONA WESTERN COLLEGE
INTERGOVERNMENTAL AGREEMENT FOR DIRECTOR SERVICES**

This Intergovernmental Agreement, is entered into this ___ day of _____, 2023 by and between the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), a corporate body and Arizona political subdivision, and Arizona Western College ("AWC"), a community college district. The terms "party" and "parties" as used herein shall refer to YCIPTA, AWC or both as may be appropriate.

RECITALS

WHEREAS, YCIPTA is the administrator and operator of the Yuma County Area Transit known as YCAT; and,

WHEREAS, Arizona Western College 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, AWC seeks to improve the municipal transportation system for the benefit of its students, faculty and staff; and

WHEREAS, in accordance with the obligations of the Parties under the Master Intergovernmental Agreement Yuma County Intergovernmental Public Transportation Authority, effective January 1, 2012 the Parties have certain rights and obligations; and

WHEREAS, one such obligation is that Arizona Western College is required and authorized to provide an individual who is authorized by AWC to exercises AWC's voting power appointed to serve on the board of YCIPTA ("Director"); and

WHEREAS, such Director has the right to cast one equally weighted vote as to all matters voted upon by the YCIPTA Board of Directors, except those specifically laid out in the Master IGA; and

WHEREAS, such votes require time and preparation; and

WHEREAS, the Parties desire to adequately account for and compensate Arizona Western College for its Director's time; and

WHEREAS, Arizona Western College is authorized to enter into this Agreement by the AWC founding documents and A.R.S. § 11-951 et. seq.; and

WHEREAS, Yuma County Intergovernmental Public Transportation Authority is authorized to enter into this Agreement by A.R.S. § 11-951 et. seq. and § 28-9122; and

NOW THEREFORE, in consideration of the recitals above and the terms and conditions herein, the parties covenant and agree as follows:

1. **Incorporation of Recitals.** YCIPTA and AWC agree the Recitals set forth above are true and accurate, and are hereby incorporated by reference.
2. **Purpose.** This Agreement is intended to establish the obligations of the Director provided by AWC to exercises the governance and AWC's vote on the Board of Directors of YCIPTA, and to memorialize, pursuant to Title 49, Code of Federal Regulations § 18.24, a method of accounting for the value of the time, energy and effort of such Director in executing their duties in such role.
3. **Obligations of AWC.** For the duration of this Agreement, AWC shall have the following obligations:
 - a. To designate a Director for appointment and representation of AWC on the YCIPTA Board of Directors.
 - b. To provide such director with the appropriate authority to cast AWC's vote on such matters as may from time to time arise in the course of such actions by the Board of Directors.
 - c. To provide such Director and/or the Director's staff sufficient time and resources to carry out the duties of a Director of YCIPTA. Such duties shall include but are not limited to: attendance at board meetings, attendance at subcommittee meetings; review of materials provided by the staff of YCIPTA; review of proposed agreements prepared on behalf of YCIPTA, review of negotiations related to employment disputes, contracts and regulatory issues as they arise.
 - d. Provide at least annually the hourly compensation of such appointed Director to YCIPTA.
 - e. Direct such Director to accurately keep track of each quarter of an hour spent meeting the above obligations to YCIPTA and provide documentation of such at least quarterly to YCIPTA.
4. **Obligations of YCIPTA.** For the duration of this Agreement, YCIPTA shall have the following obligations:
 - a. To provide to an appointed Director the necessary support for such Director to carry out the above obligations to YCIPTA.
 - b. To provide the necessary documents for review by Director prior to a call for a vote.

- c. To keep such Director appraised of consequential happenings occurring within operations of YCIPTA.
 - d. To provide to the Director a form on which the Director can track the time the Director has spent carrying out their duties.
 - e. Collecting from such Director completed Time Allocation In-Kind Form at least quarterly.
 - f. Ensuring that compensation for such time is accurately and completely recorded and reported as required in Section 5 of this Agreement.
5. **Compensation.** Such Director shall be compensated at their hourly rate as provided by AWC to YCIPTA on an annual basis. The Director shall be compensated for each quarter of an hour of time spent carrying out the duties and obligations of a Director for the YCIPTA Board of Directors. Such time shall be tracked on a Time Allocation In-Kind Form prepared by the Director and submitted to YCIPTA on a quarterly basis. To the extent permitted by federal law and Title 49, Code of Federal Regulations §18.24, the above compensation for the services provided by the Director shall be treated as an in-kind contribution towards any grant or local match for which it is eligible and approved by the FTA in addition to any cash local match that may be approved by AWC Governing Board and provided by AWC to YCIPTA on an annual basis. The in-kind contribution is not intended to limit or replace any annual appropriation that may be approved by the AWC Governing Board.
6. **Termination of Agreement.**
- a. This Agreement shall terminate upon thirty (30) days prior, written notice of termination by either party pursuant to the notice requirements of Section 10 of this Agreement.
 - b. This Agreement shall be subject to cancellation by AWC in the event that YCIPTA fails to carry out its obligations under the Master IGA, YCIPTA's Bylaws, or other governing documents; or if YCIPTA dissolves.
 - c. The failure of AWC to declare this Agreement terminated, upon default of YCIPTA for any of the reasons set out in the thirty (30) day cure notice, shall not operate to bar or destroy the right of AWC to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement, so long as the proper thirty (30) day notice is provided as set forth in Section 10(b) above.

7. **Attorney's Fees.** Should either party employ an attorney(s) or utilize the service of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith as determined by the court.

8. **Nondiscrimination.** YCIPTA, its agents, its personal representatives, successors in interest, assigns and subcontractors, as a part of the consideration hereof, does hereby covenant and agree that no persons on the ground of race, color, creed, political ideas, sex, age, or physical or mental handicap shall be excluded from serving as a Director on the Board of Directors for YCIPTA.

9. **Right to Inspect and Audit.** YCIPTA will make available to AWC, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, all records, books and other pertinent information as may be reasonably required for audit purposes to verify contract compliance issues upon fifteen (15) business days' written notice to YCIPTA.

10. **Notices.** All notices, demands or other communications relative to this Agreement must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

AWC: President, Arizona Western College
2020 S. Ave 8E
Yuma, AZ 85365

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

11. **Successors and Assigns.** All of the terms, covenants and agreements herein contained or as amended from time-to-time, shall be binding upon and shall inure to the benefit or burden of the successors, heirs, and assigns of the respective parties hereto.

12. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provision of A.R.S. § 38-511, as may be amended from time-to-time, and the provisions of which are incorporated by reference herein.

13. **Scrutinized Business Operations.** By entering into this Agreement, YCIPTA certifies to AWC that it does not have, and will not have for the duration of this Agreement,

scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

14. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
15. **Amendments.** No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless in writing and signed by both parties after approval of the AWC Governing Board, where necessary.
16. **No Partnership or Third-Party Beneficiary.** This Agreement does not create, and is not intended to imply, a partnership or joint venture between YCIPTA and AWC. No person or entity shall be a third-party beneficiary to this Agreement.
17. **Dispute Resolution.** If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree in writing, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Written requests for arbitration must be filed with the other party to this Agreement.
18. **Governing Law.** The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.
19. **Venue.** The parties must institute and maintain any legal actions or other judicial proceedings arising out of this Agreement in the Superior Court of Yuma County, Arizona.
20. **Waiver.** If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no oral or written statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in the written Agreement, shall be valid or binding.
22. **Counterpart Execution.** This Agreement may be executed by the parties in any number of counterparts and each fully executed copy shall be an original for all purposes, and all copies taken together shall be one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2023.

APPROVED:

ARIZONA WESTERN COLLEGE

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Daniel Corr
Arizona Western College– President

Shelly Kreger, CCTM
Transit Director

INTERGOVERNMENTAL AGREEMENT APPROVAL

The foregoing Agreement 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 _____, 2023

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this ____ day of _____, 2023

By: _____
Arizona Western College Attorney



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

May 23, 2023

Discussion and Action Item 6

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the Request for Proposal for
Financial Auditing Services #2023-01

Requested Action: Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the Request for Proposals for Financial Auditing Services #2023-01.

Background and Summary: Due to all contract extension being used it is required that YCIPTA follows it's procurement process and release a Request for proposals for Financial Auditing Services. Since YCIPTA expends more than the \$750,000 threshold per fiscal year we are required to have a Single Audit.

The audit shall comply with Governmental Accounting, Auditing and Financial Reporting (GAAFR), and Generally Accepted Accounting Principles (GAAP). The audit shall be conducted in accordance with Generally Accepted Audit Standards (GAAS); the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act of 1984; the provisions of OMB Circular A-128, "Audits of State and Local Governments"; and other pertinent OMB Circulars issued since. The contract to be awarded to the winning proposer (Contractor) shall cover the audit of the fiscal years ending June 30, 2023, June 30, 2024 and June 30, 2025.

The term of the resulting contract will be for the audit of three (3) fiscal years, beginning on July 1, 2023 and ending on June 30, 2025. YCIPTA, at it's option, may renew the contract for two (2) additional one (1) year periods.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors

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

Shelly Kreger, Transit Director

Schedule of Events

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

Event:	Date
Request for Proposals issued by YCIPTA	June 5, 2023
Deadline for receipt of written questions and requests for addenda	June 23, 2023
YCIPTA responses and/or addenda issued	June 30, 2023
Proposals due – 4:00 p.m. Arizona Time	July 7, 2023
YCIPTA reviews proposals	July 10-14, 2023
YCIPTA holds interviews, if needed	July 10-12, 2023
Letters to respondents	July 14, 2023
Approval of contract by YCIPTA Board of Directors	July 2023
PROPOSER Begins Service	July 2023

Financial Impacts: N/A

Budgeted: Yes

Recommended Motion: Staff is recommending the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve the Request for Proposals for Financial Auditing Services #2023-01.

Legal Counsel Review: Yes

Attachments: Request for Proposals for Financial Auditing Services #2023-001

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:

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

Shelly Kreger, Transit Director



Shelly Kreger
Transit Director

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

Shelly Kreger, Transit Director

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

NOTICE OF REQUEST FOR PROPOSALS (RFP)

**Name of Project: FINANCIAL AUDITING SERVICES
RFP-YCIPTA-23-01**

1. Introduction

Yuma County Intergovernmental Public Transportation Authority (hereafter known as YCIPTA) is seeking sealed bids, proposals or statements of qualifications (hereinafter collectively referred to as “proposals”) in the manner specified herein from certified public accounting to provide independent annual audit services. The audit shall comply with Governmental Accounting, Auditing and Financial Reporting (GAAFR), and Generally Accepted Accounting Principles (GAAP). The audit shall be conducted in accordance with Generally Accepted Audit Standards (GAAS); the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act of 1984; the provisions of OMB Circular A-128, “Audits of State and Local Governments”; and other pertinent OMB Circulars issued since. The contract to be awarded to the winning proposer (Contractor) shall cover the audit of the fiscal years ending June 30, 2023, June 30, 2024 and June 30, 2025.

The term of the resulting contract will be for the audit of three (3) fiscal years, beginning on July 1, 2023 and ending on June 30, 2025. YCIPTA, at it’s option, may renew the contract for two (2) additional one (1) year periods.

2. YCIPTA Contact Persons

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

Shelly Kreger

Email: skreger@ycipta.az.gov

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

3. Nature of the Purchase

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

4. Preparation of Proposal

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

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

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

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

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

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

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

5. Submission of the Proposal

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

6. Award of the Contract

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

7. Certification

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

SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

INTRODUCTION

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

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

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

YCAT is currently operating 28 buses. 20 buses are powered by diesel and used on YCAT fixed routes. Eight (8) small buses powered by gasoline and used on YCAT OnCall and neighborhood YCAT routes. All buses and vans are owned by YCIPTA and were purchased with FTA and ADOT funding.

The books of YCIPTA are maintained on a local area network utilizing QuickBooks. YCIPTA currently reports on the accrual basis of accounting, in accordance with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. YCIPTA receives funding from it the U.S. Federal Transit Agency (FTA) and funding passed through from Arizona Department of Transportation (ADOT), its partner organizations, fares and advertising.

The Finance Department consists of:
Shelly Kreger, Transit Director
Chona Medel, Financial Services Operations Manager

YCIPTA has 7 employees with an annual payroll of approximately \$440 thousand. YCIPTA operates on a fiscal year basis, which starts on July 1 and ends on June 30. The Single Audit

for fiscal year June 30, 2022 completed with one finding. We anticipate this finding will be corrected and be able to continue this level of conformity and compliance in subsequent years.

STATEMENT OF WORK

The successful firm shall accomplish the following:

1. Submit project schedules, coordinate details and identify principal contacts for single point communications.
2. Will be expected to audit all revenues and expenditures of YCIPTA in accordance with auditing standards generally accepted in the United States of American; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), the U.S Office of Management and Budget (OMB) Circular A-133 audits of State and Local Governments and Non-Profit Organizations and Arizona Revised Statutes 28-9142, as applicable. The audit firm will render their auditors' report on the basic financial statements. The auditor will also review and help prepare the Management's Discussion and Analysis and a supplemental schedule fully identifying all YCIPTA revenues by source including the original source on pass through funds.
3. Will perform a Single Audit (if required) on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of YCIPTA's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
4. Issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Prior to issuance of the final management letter, the auditor shall deliver a draft copy to YCIPTA for review and management's responses.
5. Coordinate adjustments with YCIPTA staff and submit an auditor's opinion on the combined financial statements within the time frames required by the office of the State Auditor General.

The successful firm shall perform all audits using the most current version of each of the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States;
- The provisions of the Single Audit Act as amended;
- The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations;
- State of Arizona requirements regarding audits for intergovernmental public transportation authorities as defined in A.R.S. 28-9142.

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

Proposal Format

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

Evaluation Criteria

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

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

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

Max points * Quality Level = Score

Evaluation Factors	Max Points	Quality Level	Score
References (10 points each – Past Performance Surveys)	30		30
Schedule of Fees	40		40
Staffing and Availability	30		30
TOTAL POSSIBLE			100

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

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

Discussion and Best and Final Offers

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

Award of Contract

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

Requirements for Proposal Evaluation

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

1. Qualifications and Experience

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

2. Project Schedule

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

3. Fee Schedule

The respondent must provide a firm fixed fee for all services. In addition, the respondent must provide a listing and fee schedule for the various team members and subcontractors. The fee schedule must reflect direct labor hours, wages, overhead and profit amounts that are summed into a total proposed annual cost. If fee is to change yearly, fee for years 2 thru 5 need to be included.

4. References

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

5. Certifications

The Respondent shall provide executed supporting documentation required of all sub-recipients of Federal and State funds associated with the requested work. Specifically, respondent must provide the following executed certifications (1) Certification of Compliance with Regulations Regarding Government-Wide

Debarment and Suspension (Nonprocurement); (2) Insurance Requirements Certification; (3) Collusion Affidavit for Contractor; (4) Certification of Eligibility (Labor Standards); (5) Certification of Restrictions on Lobbying; (6) Certification Disadvantaged Business Enterprise Program/ Equal Employment Opportunity; and (7) Offer to YCIPTA. Forms of such certifications are contained in Exhibit A of this Request for Proposals.

6. **Clauses**

Respondents proposal contract must include all the required ADOT State Clauses and Federal Clauses as contained in Exhibit B of this Request for Proposals.

EXHIBIT A

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

- 1. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date / /

Name and Title of Contractor's Authorized Official _____

INSURANCE REQUIREMENTS CERTIFICATION

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

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

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under the Arizona Revised Statutes.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA or on other than YCIPTA's forms provided those endorsements conform to YCIPTA requirements, all certificates and endorsements are to be received and approved by YCIPTA before work commences. YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Indemnification

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

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

Date: _____

Contractor: _____

By: _____

Signature

COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF ARIZONA

COUNTY OF YUMA

_____ declares and says:

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

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

Dated this _____ day of _____, 20____, at _____, Arizona.

Signed: _____

Title: _____

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

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

Signed: _____

Title: _____

Date: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____, that:

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

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

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

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

Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Title of Authorized Official: _____

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

CONTRACTOR: _____

1. CONTRACTOR overall DBE participation rate: _____

2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of _____): _____

JOB CATEGORIES

EMPLOYEES

	Male				Female					
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers:										
Professional:										
Technical:										
Sales:										
Office/Clerical:										
Craftsmen:										
Laborers:										
Service:										

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

By: _____ Title: _____

Date: _____

OFFER TO YCIPTA:

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

Authorized Signature

Date

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

EXHIBIT B

ADOT - State Clauses

Disadvantaged Business Enterprises (DBE)

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

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

Non-Discrimination

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

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

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

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

FTA Funded Projects	Item Number	Item / Requirement
✓		
✓		
	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT’s DBE Program Plan; acting as the single point of contact for DBE compliance.
✓	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.

FTA Funded Projects	Item Number	Item / Requirement
✓	3	Follow ADOT's guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✓	4	Participate in training conducted by ADOT related to DBE requirements and program regulations
✓	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✓	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.
✓	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✓	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✓	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✓	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after reviewing relevant documentation.
✓	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.
✓	12	No later than 15 days after the end of each month, report payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located at www.arizonalpa.dbesystem.com .
✓	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com
✓	14	Monitor and enforce that contractors enter and report subcontractor payments by the last day of each month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.
✓	15	<p>Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOT's concurrence, deems appropriate, which may include, but is not limited to:</p> <ul style="list-style-type: none"> · Withholding payments; · Assessing sanctions; · Liquidated damages; and/or · Disqualifying the contractor from future bidding on the grounds of being non-responsible.

FTA Funded Projects	Item Number	Item / Requirement
✓	16	ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT’s Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.
✓	17	Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.
✓	18	Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO’s approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.
✓	19	Monitor DBE utilization on projects and notifying ADOT BECO as soon as Subrecipient/Subgrantee is aware of a potential issue that may affect DBE commitments made at award.
✓	20	Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.
✓	21	Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.
✓	22	Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the Grantee must incorporate receipt of a bidder’s list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.
✓	23	Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.
✓	24	Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:
✓	24.a	<p><i>A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as “contractor”) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department’s concurrence, deems appropriate, which may include, but is not limited to:</i></p> <ul style="list-style-type: none"> <i>· Withholding payments;</i> <i>· Assessing sanctions;</i>

FTA Funded Projects	Item Number	Item / Requirement
		<ul style="list-style-type: none"> · <i>Liquidated damages; and/or</i> · <i>Disqualifying the contractor from future bidding on the grounds of being non-responsible.</i>
✓	24.b	<i>Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.</i>
✓	24.c	<i>Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.</i>
✓	24.d	<i>Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.</i>
✓	24.e	<i>Subcontract Payment Reporting in the DBE system:</i>
✓	24.e.1	<i>The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).</i>
✓	24.e.2	<i>The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (https://adot.dbesystem.com), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors, shall also respond to its audits and report lower-tier subcontractor payments in the same manner.</i>
✓	24.e.3	<i>If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.</i>
✓	24.f	<i>The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.</i>
✓	24.g	<i>Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.</i>
	25	<i>Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.</i>
	26	<i>Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or</i>

FTA Funded Projects	Item Number	Item / Requirement
		construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
	27	Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
	28	Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website www.azdot.gov/bec :
	29	Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
	30	Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD Liaison/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

Federal Clauses

Fly America Requirements

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

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

Energy Conservation

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

Access to Records and Reports

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

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49

CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of

termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

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

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the

contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

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

- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services

rendered before the effective date of termination.

- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by

contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

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

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

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

- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the Yuma County Intergovernmental Public Transportation Authority Request for Proposals,

notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not

enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

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

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

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the

Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

Civil Rights Requirements

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

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

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

(1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects

funded under the Tribal Transit Program,

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

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

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

Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

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

§ 2000e note,

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

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

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

requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49

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

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

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

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

90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

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

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and

Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

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

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

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

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

Patent and Rights in Data

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

Patent Rights

A. General. The Recipient agrees that:

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

B. Federal Rights. The Recipient agrees that:

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

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

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

Rights in Data and Copyrights

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

be delivered under the Underlying Agreement,

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

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

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

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

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient’s own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government’s prior written consent for release,

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

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It

Yuma County Intergovernmental Public Transportation Authority Request for Proposals,

must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

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

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

- H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,
- I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and
- J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:
- (1) The Freedom of Information Act, 5 U.S.C. § 552,
 - (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
 - (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

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

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

contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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

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

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

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

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

Prompt payment

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

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

Incorporation of Federal Transit Administration (FTA) Terms

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

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

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

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

exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

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

Notification of Federal Participation

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

Interest of Members or Delegates to Congress

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

Ineligible Contractors and Subcontractors

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

Other Contract Requirements

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

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

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

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient

agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

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

Geographic Information and Related Spatial Data

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

Geographic Preference

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

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real

or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and (b) That impairs that Third-Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

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

RFP 2023 Financial Audit Services

State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

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

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

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

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by Yuma County Intergovernmental Public Transportation Authority Request for Proposals, RFP 2023 Financial Audit Services

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

Schedule of Events

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

Event:	Date
Request for Proposals issued by YCIPTA	June 5, 2023
Deadline for receipt of written questions and requests for addenda	June 23, 2023
YCIPTA responses and/or addenda issued	June 30, 2023
Proposals due – 4:00 p.m. Arizona Time	July 7, 2023
YCIPTA reviews proposals	July 10-14, 2023
YCIPTA holds interviews, if needed	July 10-12, 2023
Letters to respondents	July 14, 2023
Approval of contract by YCIPTA Board of Directors	July 2023
PROPOSER Begins Service	July 2023



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

May 23, 2023

Discussion and Action Item 7

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion regarding Cocopah Indian Tribe contributions towards
Purple Route.

Requested Action: N/A

Background and Summary: Staff met with the Cocopah Chairwoman and council on April 11, 2023 to discuss their annual contribution and also their contribution to the operational cost of the Purple Route. From the beginning of the contribution for these costs it was always based on the contractors cost per revenue hour. Going forward YCIPTA is requesting that the Cocopah contribute the fully allocated operating cost per hour as is done with the Quechan Indian Tribe and Imperial County Transportation Commission in regards to the Blue Route and Turquoise Route.

This equates to an additional contribution of \$125,000 to \$150,000 additional revenue that YCIPTA had been paying for. Which includes fuel costs, admin services, maintenance expense not covered by contractor.

Financial Impacts: Increase in match if approved.

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

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

Shelly Kreger, Transit Director

Attachments: Presentation to Cocopah Council

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

Shelly Kreger, Transit Director



See Where It Takes You! Vamos!



Serving Yuma County since 2000
A service of the Yuma County Intergovernmental Public
Transportation Authority

Mission and Vision of YCIPTA

Mission: Mobility Solutions that make essential connections possible.

Vision: To be recognized as the leader in mobility solutions that empower and connect the community



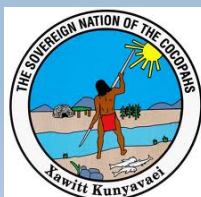
What is the Yuma County Intergovernmental Public Transportation Authority?

Under Arizona Revised Statutes - Title 28 Transportation, an intergovernmental public transportation authority may be organized in any county in Arizona with a population of two hundred thousand persons or less.

YCIPTA is an IPTA that was formed on December 13, 2010 by the Yuma County Board of Supervisors to administer, plan, operate and maintain public transit services throughout Yuma County, including within the political jurisdictional boundaries of the Cities of Yuma, San Luis, Somerton, Town of Wellton and the unincorporated Yuma County areas. YCIPTA is a political subdivision of the State of Arizona and is independent of its member agencies

On January 24, 2011, the YCIPTA held its first Board of Directors meeting. As of July 1, 2012, YCIPTA is the owner, administrator, and operator of Yuma County Area Transit (YCAT).

Arizona Western College, Quechan Indian Tribe and Cocopah Indian Tribe has since joined YCIPTA.



YCIPTA Transit Services Provided

• YCAT Fixed Routes

- Eight routes serving the Cities of Yuma, Somerton, San Luis, Town of Wellton and unincorporated Yuma County areas. Additional areas served includes Winterhaven, El Centro, Cocopah & Fort Yuma Reservations.
- Monday-Friday service from 5:50 a.m. to 7:30 p.m. Saturday service from 9:15 am to 6:30 pm.
- Most routes meet at Downtown Yuma Transit Center and West Yuma Transfer Hub on 26th Street and Avenue B. Other transfer points include San Luis, Somerton, El Centro, AWC/NAU/UA, Paradise Casino & Cocopah Casino.

• YCAT OnCall Demand Response

- Demand response service throughout southwest Yuma County for those that have a disability that prevents the use of public transportation.
- Provides the complementary paratransit service within a $\frac{3}{4}$ mile of YCAT routes.
- Serves the Cities of Yuma, Somerton, San Luis, Winterhaven, Cocopah & Fort Yuma Reservations and unincorporated Yuma County.
- Wellton and El Centro served through flex routes 8 and 10.

• YCIPTA Goals

- **Customer Satisfaction** -Ensuring that YCIPTA customers have access to high quality mobility solutions that they actively and increasingly use is a priority for the agency. We want to ensure that our system provides customers with mobility solutions that connect the community and encourage independence.
- **Operational Excellence** - YCIPTA is dedicated to providing innovative mobility solutions and developing and implementing programs that provide best in class service that empowers the community.
- **Financial Sustainability** - YCIPTA seeks to develop and implement financial practices that support long-term sustainability for the agency and the community. With the rapidly increasing population of Yuma County, YCIPTA is focused on establishing local revenue streams that can support agency growth.
- **Community Value** - YCIPTA is committed to providing value to the wider Yuma County community, developing long-standing partnerships with community stakeholders and providing excellent public transit service. YCIPTA will continue to develop and implement a community outreach program to demonstrate our value and economic impact as a community partner and educate the public about the benefits of transit and how local funding is important to create a regional leader in mobility solutions.

- The YCIPTA Board of Directors awarded a three year Agreement effective July 1, 2018 to operate and maintain the YCAT system through June 30, 2021 with seven one year extensions, in which we are currently ending our second one year extension and fully anticipate awarding the fourth year extension on July 1, 2023. This will be the seventh year.
- They are responsible for the operations and maintenance of the transit system, which includes hiring all of the operations and maintenance staff, dispatching the system, operating and maintaining the buses and bus stops.
- Some of the bus operators, utility workers and mechanics are represented by ATU Local 1433 out of Phoenix. Every three years a new Collective Bargaining Agreement (CBA) is negotiated. Below is the outcome of the negotiations.

UNION NEGOTIATIONS IMPACTS

	Wage Increase for Union				10/27/2022
	Year 1	Year 2	Year 3		7/1/2022
	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25		Retro Estimate
Wages	124,654	219,080	319,745		40,299
Holiday/Vacation	7,336	8,532	10,725		2,372
H&W	57,286	120,299	126,314		
Total	189,276	347,911	456,785		42,671

YCIPTA Budget - Revenues

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
Ordinary Income/Expense		
Income		
40000 · Intergovernmental		
40700 · Miscellaneous Revenues		
40799-3 · Advertising Sales	2,700.00	34,980
40799-4 · Greyhound Commisions - YCIPTA	6,000.00	4,000
40799-5 · Interest	3,780.00	3,780
40799-6 · Miscellaneous Revenues	11,307.00	2,500
Total 40700 · Miscellaneous Revenues	23,787.00	45,260
40900 · Local Funding		
40900-2 · Local Transit Dues	877,851.00	921,744
40900-4 · Contributions Public Entities	613,358.00	148,633
40900-5 · Tribal Route Income		519,573
Total 40900 · Local Funding	1,491,209.00	1,589,950
41101 · State Grants		
41101-1 · ADOT 5311	1,485,221.34	1,702,937
Total 41101 · State Grants	1,485,221.34	1,702,937
41300 · Federal Grant Revenue		
41399-1 · FTA 5307	1,618,581.35	1,826,644
Total 41300 · Federal Grant Revenue	1,618,581.35	1,826,644
Total 40000 · Intergovernmental	4,618,798.69	5,164,791
41000 · Charges for Service		
40100 · Fare Revenue		
40101 · YCAT Fares	400,000.00	365,000
40190 · On Call Fares	4,000.00	5,500
Total 40100 · Fare Revenue	404,000.00	370,500
Total 41000 · Charges for Service	404,000.00	370,500
INKIND REVENUE	661,423.18	632,409
Total Income	255 5,022,798.69	6,167,700

YCIPTA Budget - Expenses

50100 · Salaries and Wages		
50102 · Regular Salaries and Wage	354,869.00	442,812
Total 50100 · Salaries and Wages	<u>354,869.00</u>	<u>442,812</u>
50200 · Fringe Benefits		
50201 · FICA- SS & Medicare	39,251.00	49,201
50202 · ASRS	43,188.00	54,422
50203 · Health Insurance	59,640.00	78,120
50204 · FUTA	2,940.00	2,940
50205 · Life Insurance	675.00	675
50207 · State Unemployment	10,600.00	10,400
50208 · Workers Compensation Ins	800.00	1,000
Total 50200 · Fringe Benefits	<u>157,094.00</u>	<u>196,758</u>
50300 · Services		
50301-1 · ADA Paratransit	154,934.00	180,430
50301-2 · Accounting & Audit	35,000.00	35,000
50301-3 · Vanpool Subsidy	126,000.00	126,000
50302 · Advertising	47,000.00	50,000
50303-1 · Legal Services	25,000.00	15,000
50303-2 · Cash Handel/Payroll Processing	2,460.00	2,500
50303-3 · IT Support/Web Development	27,100.00	40,000
50305-0 · Bus Contractor	3,752,621.00	3,980,649
50305-1 · Contract Costs	29,000.00	29,000
50305-2 · Equipment Maintenance	3,000.00	3,000
50305-3 · Office Equip Repair	1,500.00	1,500
50305-4 · Vehicle Repair & Maintance	55,000.00	80,000
50305-5 · Building Repairs & Maintance	5,000.00	12,000
50305-6 · Communications/Radio Service	20,000.00	25,000
50305-7 · Grounds Keeping/Pest Control	750.00	500
50305-8 · Software Updates/Maintenance	45,000.00	45,000
50307 · Security Services	1,000.00	1,000
Total 50300 · Services	<u>256 4,330,365.00</u>	<u>4,626,579</u>

Expenses Cont.

50400 · Materials and Supplies		
50401 · Fuel, Oil, Lubricants	700,000.00	700,000
50499-1 · Office Supplies	3,000.00	10,000
50499-2 · Postage	1,000.00	1,000
50499-3 · Printing	25,000.00	25,000
50499-4 · Misc Materials & Supplies	3,000.00	1,500
Total 50400 · Materials and Supplies	732,000.00	737,500
50500 · Utilities		
50501 · Electricity	15,000.00	15,000
50502-1 · Refuse Disposal	3,000.00	3,000
50502-2 · Water - Offices	1,500.00	1,500
50502-3 · Water-Land	1,841.00	2,000
Total 50500 · Utilities	21,341.00	21,500
50600 · Casualty and Liability Insuranc		
50608-1 · Gen Liab Insurance	4,900.00	5,000
50608-2 · Prof. Liability Insurance	5,400.00	5,500
50608-3 · Automobile Insurance	3,850.00	4,000
50608-4 · Property Insurance	500.00	600
Total 50600 · Casualty and Liability Insuranc	14,650.00	15,100
50900 · Miscellaneous Expenses		
50901 · Memberships/Dues/Subscriptions	15,000.00	15,000
50902 · Travel Expenses	5,000.00	15,000
50906 · Finance Charges/Penalties	100.00	100
50999-1 · License and Permits	300.00	300
50999-2 · Training/Education	5,000.00	15,000
50999-3 · Other Misc Expense	2,500.00	2,500
50999-5 · Telephone/Internet	8,000.00	12,000
Total 50900 · Miscellaneous Expenses	35,900.00	59,900
51200 · Leases and Rentals		
51212-1 · Building Lease	52,800.00	55,200
51212-2 · Leases Rental Equipment	500.00	350
51212-4 · Lease	24,000.00	12,000
Total 51200 · Leases and Rentals	77,300.00	67,550
Total Operating Expense	5,723,519.00	6,167,700

Entity Dues and Annual Contributions

Governmental Entity	Current Amount of Annual Contributions		5% Increase	New dues for FY23/24
Yuma County	\$263,250.48	26.18%	\$13,162.52	\$276,413.00
City of Yuma	\$339,765.72	33.80%	\$16,988.29	\$356,754.01
Town of Wellton	\$24,631.32	2.45%	\$1,231.57	\$25,862.89
City of San Luis	\$119,891.43	11.93%	\$5,994.57	\$125,886.00
City of Somerton	\$50,827.25	5.06%	\$2,541.36	\$53,368.61
Quechan Indian Tribe	\$9,780.16	0.97%	\$489.01	\$10,269.17
Cocopah Indian Tribe	\$69,704.64	6.93%	\$3,485.23	\$73,189.87
AWC	\$127,505.28	12.68%	\$6,375.26	\$133,880.54
Total	\$1,005,356.28	100.000%	\$50,267.81	\$1,055,624.09

FY 2022	\$	41,031.00	% inc
FY 2023	\$	69,704.64	69.88%
FY 2024	\$	73,189.87	5%



RIDERSHIP AND FARES

Period: 4/1/2022 to 3/31/2023

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	
	5	4	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2	1	0	10
Orange 2	9,321	4,325	2	720	252	3,543	1,679	141	0	314	17	13	208	76	264	10,151	296	717	90	655	1	32,037
Brown 3	249	400	272	136	75	412	162	4	0	16	0	0	24	19	15	260	8	16	10	32	0	1,796
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	4,074	3,182	0	865	962	5,730	3,417	269	0	347	6	0	352	79	1,191	1,280	773	7,321	92	517	0	29,848
Green 4A	2,502	2,471	0	561	570	3,349	1,104	150	0	317	3	1	208	104	438	1,210	407	4,524	92	340	2	17,919
Blue 5	2,682	1,664	5	774	740	3,635	1,997	19	0	300	1	1	608	15	231	249	391	55	244	1,278	8	13,362
Purple 6	3,302	2,201	0	623	583	1,922	714	121	0	446	2	1	449	56	161	419	9,612	589	299	621	1	21,201
Gold 8	495	316	146	275	101	260	199	20	0	25	1	0	79	7	16	882	7	181	47	72	0	2,864
Silver 9	521	169	0	65	5	61	565	25	0	26	0	0	9	3	58	7,831	11	43	7	248	0	9,392
Turquoise 10	1,567	14	0	3	7	3	0	1	0	30	2	0	3	6	0	2	1	0	6	54	1	1,639
Yellow 95	81,705	51,419	11	5,901	2,762	15,695	16,850	1,743	0	3,210	19	57	1,233	499	1,539	10,932	2,458	4,416	660	3,379	11	200,438
Specials	5	0	0	0	0	0	0	0	0	1,211	0	6,142	0	0	0	7	10	0	15	33	0	7,375
Grand Total:	106,429	66,165	436	9,923	6,057	34,610	26,687	2,493	0	6,243	51	6,215	3,173	864	3,913	33,223	13,974	17,862	1,564	7,230	24	337,882

REVENUE:

Total Revenue: \$335,743.28
 Unclassified Revenue: \$9,354.94
 As a % of Total: 2.79%

Cocopah Ridership throughout system 13,974 X \$5.00 (Day pass) = \$69,870
 Cocopah Ridership on Purple Route alone 9,612 x \$2.50 (One trip) = \$24,030

Since Cocopah Indian Tribe has been a member of YCIPTA and also contributing to what is now the Purple Route, Cocopah has paid 42% of the contractors cost per revenue hour. This did not cover costs incurred by YCIPTA such as fuel, staff salaries, major vehicle repairs, etc.

With increasing costs in the contractor rate, fuel (min \$700,000 per year). To avoid a financial shortfall YCIPTA has to look at all areas to reduce the need to increase entity dues to cover all of the operating costs to run the system.

In short we are requesting that Cocopah pay the fully allocated operating costs starting July 1, 2023. This is calculated by taking the total operating budget and minus out expenses such as Audit, Vanpool, ADA Paratransit and not including any capital expense. That amount is then divided by the total revenue hours operated for the fiscal year.

\$6,167,699.74	Total Ops	
-\$180,430.20	ADA	
-\$35,000.00	Audit	
-\$126,000.00	Vanpool	
\$5,826,269.54	Total allocated	
\$37,000.00	Rev hrs	
\$157.47	Fully allocated rev hr cost	

FY 2022/2023 Exhibit A

EXHIBIT B YCIPTA CONTRIBUTION

COCOPAH did not receive sufficient Federal Transit Administration (FTA) Section 5311 (c) funding for Fiscal Year 2023 (July 1, 2022 – June 30, 2023). The routes listed in Exhibit A will be funded by YCIPTA at fifty eight percent (58%) of the total cost of the routes and COCOPAH shall provide a non-Federal funding source to match YCIPTA's contribution, which would be forty-two percent (42%) of the total cost.

YCIPTA'S Fiscal Year 2023 revenue hour total is \$96.63. COCOPAH will be responsible for 42% of this cost which will calculate to **\$40.58** per revenue hour. Estimated weekday and Saturday annual revenue hours for the Purple Route 6A is 5,895.

COCOPAH will be billed monthly for the amount of revenue hours used for the Purple Route 6A. The total annual amount billed should not exceed **\$239,219.10**

The parties have executed Exhibit A – B on this 1st day of July, 2022.

New FY2023/24 cost to Cocopah would be \$66.14 per revenue hour for 5,895 hrs. totaling \$389,879.97

Questions?



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

May 23, 2023

Discussion and Action Item 8

To: Yuma County Intergovernmental Public Transportation Authority
Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action YCIPTA Shelter and Bus Stop permit status
report

Requested Action: N/A

Background and Summary City of San Luis will be picking up two complete shelters to be placed in the City of San Luis at the expense of the City . Also there will be a shelter relocation done on the Cocopah Indian Tribe in which the Cocopah Indian tribe will be installing at the tribe's expense.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments:

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:

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

Shelly Kreger, Transit Director



Shelly Kreger
Transit Director

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

Shelly Kreger, Transit Director



Monthly YCIPTA Board Meeting Report RATP Dev

Shane Bollar GM RATP Dev USA

5/30/2023

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.

- On the week of April 24th, after the board meeting and Mr. Golding's comments about witnessing potential YCAT passengers being left behind, we immediately met with the operators over the following days to discuss our goal of no passengers being left behind. We also set up Road Supervision monitoring at mandatory stops throughout our routes to make sure that the directive is being followed. We have seen improvement in this area, and we will keep focus going forward.
- On May 3rd, RATP Dev's Regional Safety Director was on site to go over new training in wheelchair securement. We rolled out the training to the operators last week. This training gives the operators the tools to increase wheelchair rider safety by talking through the importance of riders using lap belts.
- On May 25th, we celebrated Memorial Day by grilling for our employees. We had a Taco Bar with Carne Asada.



April 2023 - YCAT

The following information is based on the services and analyses performed by Solutions for Transit for YCIPTA for the month of April 2023.

Solutions for Transit completed its monthly review and sent a final review document to YCIPTA staff on May 08, 2023.

OPERATIONS

Fixed Route

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

	Reported	Scheduled	Difference
Revenue Hours	2,796.7	2,776.0	20.7
Total Hours	3,096.6	3,090.5	6.1
Revenue Miles	59,602	58,932	670
Total Miles	66,644	66,283	361
Passengers per Revenue Hour		10.4	
Passengers per Revenue Mile		0.5	

Demand Response

Following are the actual miles and hours reported by contractor:

Revenue Hours	289.0
Total Hours	378.9
Revenue Miles	4,240
Total Miles	6,323
Average Weekday Revenue Hours	12.7
Passengers per Revenue Hour	1.8
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 **82** entries outside of the tolerance that were adequately commented to explain the difference. All others outside the tolerance were corrected. There were **6** unreported roadcalls.

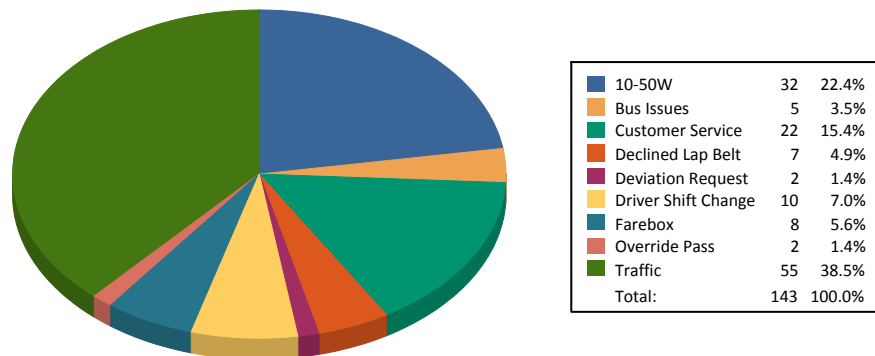
These errors were corrected before we submitted a final review to YCIPTA for billing authorization purposes.

Late to First Stop: There were **105** occurrences where the operator was late to the first stop by 5 minutes or more, resulting in **21 hours 37 minutes** of delayed service.

Logging Out Early: There were **3** occurrences where the operator logged off before the end of revenue service totaling **1 hour 3 minutes** of unaccounted revenue time.

Delays: During the month of April, **143** delays were reported by the contractor. The average delay was **16** minutes. The delays are broken down as follows:

Delays by Category



Customer Comments: During the month of April, **12** complaints were called in. Of these the contractor followed up on **12**. In addition, **0** commendations were called in.

MAINTENANCE

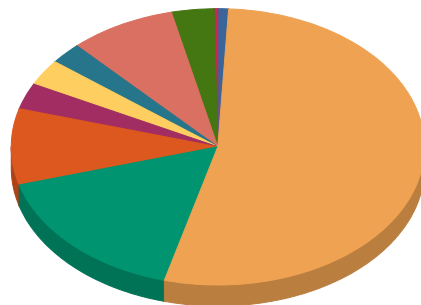
PMIs Completed: There were **23** PMIs completed during the month of April. Of these, **0** were completed late based on the information entered into The Reporting Solution.

Roadcalls: There were 24 roadcalls/bus exchanges for the month of April.

- o **24** of these are roadcalls as defined by NTD (the bus did not complete its scheduled service)
- o **3,063** 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



Bus Exchange	2	0.8%
DVIR Defect	138	53.5%
Farebox	42	16.3%
PMI	23	8.9%
PMI Defect	8	3.1%
Pullout Complaint	8	3.1%
Recall	6	2.3%
Roadcall	22	8.5%
Safety Inspection	8	3.1%
Safety Inspection Defect	1	0.4%
Total:	258	100.0%

Open Work Orders:

There were **31** 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.

WEBSITE MODIFICATIONS

Added additional functionality to the Parts Module and trained Parts Staff on the inventory process.

OTHER ITEMS OF NOTE

Farebox parts removed from bus 122 and used on bus 210 without reprogramming



OPERATING SUMMARY - Systemwide Fiscal Year 2023

Systemwide

	Quarter				Quarter				Quarter				Quarter		YTD
	Jul-22	Aug-22	Sep-22	Qtr Total	Oct-22	Nov-22	Dec-22	Qtr Total	Jan-23	Feb-23	Mar-23	Qtr Total	Apr-23	Qtr Total	
Weekday Ridership	16,767	25,939	27,895	70,601	28,982	27,927	25,442	82,351	26,186	26,663	33,440	86,289	26,618	26,618	265,859
Saturday Ridership	1,754	1,502	1,615	4,871	2,326	1,981	2,390	6,697	2,063	2,053	9,540	13,656	2,503	2,503	27,727
Total Ridership	18,521	27,441	29,510	75,472	31,308	29,908	27,832	89,048	28,249	28,716	42,980	99,945	29,121	29,121	293,586
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	2,585.0	2,470.2	2,978.3	8,033.5	2,541.6	2,541.6	26,749.2
Saturday Revenue Hours	259.1	206.5	206.6	672.2	260.1	199.9	257.0	717.1	207.4	212.2	274.0	693.6	256.9	256.9	2,339.9
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	2,792.4	2,682.5	3,252.3	8,727.2	2,798.5	2,798.5	29,089.1
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	2,877.3	2,745.5	3,312.8	8,935.7	2,814.8	2,814.8	29,665.8
Saturday Total Hours	289.4	230.1	231.3	750.8	293.4	223.3	286.8	803.4	231.8	237.2	307.3	776.3	286.1	286.1	2,616.7
Total Hours	3,164.6	3,411.4	3,241.8	9,817.8	3,326.5	3,047.7	3,277.8	9,651.8	3,109.2	2,982.7	3,620.1	9,712.0	3,100.9	3,100.9	32,282.5
Weekday Revenue Miles	56,765	62,039	57,760	176,564	58,095	53,861	57,100	169,056	54,923	52,372	63,810	171,105	54,415	54,415	571,140
Saturday Revenue Miles	5,323	4,258	4,193	13,774	5,330	4,032	5,225	14,587	4,211	4,213	4,838	13,262	5,229	5,229	46,852
Total Revenue Miles	62,088	66,297	61,953	190,338	63,425	57,893	62,325	183,643	59,134	56,585	68,648	184,367	59,644	59,644	617,992
Weekday Total Miles	62,094	68,623	64,872	195,589	65,442	60,835	63,663	189,940	61,596	58,777	71,543	191,916	60,794	60,794	638,239
Saturday Total Miles	6,040	4,849	4,789	15,678	6,097	4,598	5,918	16,613	4,781	4,790	5,586	15,157	5,955	5,955	53,403
Total Miles	68,134	73,472	69,661	211,267	71,539	65,433	69,581	206,553	66,377	63,567	77,129	207,073	66,749	66,749	691,642
# Operating Weekdays	20	23	21	64	21	20	21	62	20	19	23	62	20	20	208
# Operating Saturdays	5	4	4	13	5	4	5	14	4	4	4	12	5	5	44
# Total Operating Days	25	27	25	77	26	24	26	76	24	23	27	74	25	25	252
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	1,309.3	1,403.3	1,453.9	1,391.8	1,330.9	1,330.9	1,278.2
Avg Saturday Ridership	350.8	375.5	403.8	374.7	465.2	495.3	478.0	478.4	515.8	513.3	2,385.0	1,138.0	500.6	500.6	630.2
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	1,177.0	1,248.5	1,591.9	1,350.6	1,164.8	1,164.8	1,165.0
Wkday Ridership/Rev Hr	6.3	9.0	10.3	8.6	10.7	11.0	9.4	10.4	10.1	10.8	11.2	10.7	10.5	10.5	9.9
Sat Ridership/Rev Hr	6.8	7.3	7.8	7.2	8.9	9.9	9.3	9.3	9.9	9.7	34.8	19.7	9.7	9.7	11.8
Avg Weekday Rev Hours	132.1	125.2	128.7	128.5	129.5	126.6	128.4	128.2	129.2	130.0	129.5	129.6	127.1	127.1	128.6
Avg Saturday Rev Hours	51.8	51.6	51.7	51.7	52.0	50.0	51.4	51.2	51.8	53.1	68.5	57.8	51.4	51.4	53.2
Avg Weekday Rev Miles	2,838	2,697	2,750	2,759	2,766	2,693	2,719	2,727	2,746	2,756	2,774	2,760	2,721	2,721	2,746
Avg Saturday Rev Miles	1,065	1,065	1,048	1,060	1,066	1,008	1,045	1,042	1,053	1,053	1,210	1,105	1,046	1,046	1,065



RIDERSHIP AND FARES

Period: 4/1/2023 to 4/30/2023

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	612	259	0	39	14	250	124	4	0	17	1	0	14	5	13	912	10	50	2	51	0	2,324
Green 4	360	292	0	93	88	432	294	36	0	23	3	0	50	21	30	121	38	562	37	101	0	2,443
Green 4A	208	185	0	31	29	258	104	25	0	49	0	0	27	15	26	133	13	408	20	57	0	1,511
Blue 5	227	121	0	86	87	322	250	2	0	37	0	0	18	1	1	14	57	0	12	105	0	1,223
Purple 6	314	196	0	47	51	143	97	14	0	50	0	0	21	1	9	11	991	74	41	59	0	2,019
Gold 8	36	38	35	16	10	22	29	0	0	2	0	0	1	0	2	66	1	28	2	2	0	251
Silver 9	47	12	0	3	1	3	43	0	0	0	0	0	1	0	0	766	0	0	0	20	0	876
Turquoise 10	145	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	2	12	0	148
Yellow 95	7,679	4,714	3	544	178	1,380	1,682	91	0	263	6	0	105	18	69	926	222	444	60	273	1	18,321
Specials	0	0	0	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	0	4
Grand Total:	9,629	5,817	38	859	458	2,810	2,623	172	0	443	10	3	239	61	150	2,949	1,332	1,566	176	680	1	29,121

REVENUE:

Total Revenue: \$29,737.20
 Unclassified Revenue: \$620.48
 As a % of Total: 2.09%



TOTAL MILES AND HOURS BY ROUTE April 2023

Route	Revenue Hours	Non-Rev Hours	Total Hours	Revenue Miles	Non-Rev Miles	Total Miles
Orange Route 2	344.5	40.0	384.5	6,490	300	6,790
Brown Route 3						
Green Route 4	279.4	12.0	291.4	4,667	208	4,875
Green Route 4A	197.8	14.0	211.8	3,463	162	3,625
Blue Route 5	253.1	9.7	262.8	6,116	178	6,294
Purple Route 6	475.9	33.7	509.5	10,558	749	11,307
Gold Route 8	60.1	35.7	95.8	1,848	923	2,771
Silver Route 9	75.9	59.4	135.3	2,368	1,480	3,848
Turquoise Route 10	68.5	10.7	79.1	2,993	160	3,153
Yellow Route 95	1,041.6	84.7	1,126.3	21,099	2,882	23,981
Specials	1.8	2.4	4.3	42	63	105

Totals for April 2023			
Total Hours	3,100.92	Total Miles	66,749
Revenue Hours	2,798.55	Revenue Miles	59,644
Non-Revenue Hours	302.37	Non-Revenue Miles	7,105



OPERATING SUMMARY - On-Call Fiscal Year 2023

	Quarter				Quarter				Quarter				Quarter		YTD
	Jul-22	Aug-22	Sep-22	Qtr	Oct-22	Nov-22	Dec-22	Qtr	Jan-23	Feb-23	Mar-23	Qtr	Apr-23	Qtr	
Weekday Ridership	486	657	591	1,734	603	520	488	1,611	431	445	529	1,405	461	461	5,211
Saturday Ridership	10	19	27	56	39	19	24	82	24	19	40	83	52	52	273
Total Ridership	496	676	618	1,790	642	539	512	1,693	455	464	569	1,488	513	513	5,484
Weekday Revenue Hours	228.0	334.1	289.7	851.8	282.8	251.3	232.2	766.4	225.2	219.5	258.3	703.0	254.6	254.6	2,575.8
Saturday Revenue Hours	4.6	10.3	12.3	27.3	16.7	13.6	19.0	49.3	19.6	14.0	24.4	58.0	34.4	34.4	169.0
Total Revenue Hours	232.7	344.4	302.0	879.1	299.5	264.9	251.2	815.6	244.8	233.5	282.7	761.0	289.0	289.0	2,744.7
Weekday Total Hours	303.3	411.9	367.3	1,082.5	344.8	319.4	304.8	969.0	288.7	299.5	346.8	935.0	332.3	332.3	3,318.8
Saturday Total Hours	7.6	15.8	17.2	40.6	20.6	17.8	24.2	62.6	28.6	22.0	30.2	80.8	46.6	46.6	230.5
Total Hours	310.9	427.7	384.5	1,123.1	365.3	337.2	329.1	1,031.6	317.3	321.4	377.0	1,015.7	378.9	378.9	3,549.3
Weekday Revenue Miles	3,798	5,061	4,186	13,045	4,059	3,369	3,106	10,534	3,369	2,929	3,552	9,850	3,508	3,508	36,937
Saturday Revenue Miles	70	132	186	388	281	287	374	942	508	372	481	1,361	732	732	3,423
Total Revenue Miles	3,868	5,193	4,372	13,433	4,340	3,656	3,480	11,476	3,877	3,301	4,033	11,211	4,240	4,240	40,360
Weekday Total Miles	5,391	7,162	6,419	18,972	5,766	4,919	4,943	15,628	5,156	4,810	5,929	15,895	5,181	5,181	55,676
Saturday Total Miles	202	242	326	770	462	493	575	1,530	786	593	768	2,147	1,142	1,142	5,589
Total Miles	5,593	7,404	6,745	19,742	6,228	5,412	5,518	17,158	5,942	5,403	6,697	18,042	6,323	6,323	61,265
# Operating Weekdays	20	23	22	65	22	20	21	63	20	19	23	62	20	20	210
# Operating Saturdays	4	4	3	11	5	4	5	14	4	4	4	12	5	5	42
# Total Operating Days	24	27	25	76	27	24	26	77	24	23	27	74	25	25	252
Avg Weekday Ridership	24.3	28.6	26.9	26.7	27.4	26.0	23.2	25.6	21.6	23.4	23.0	22.7	23.1	23.1	24.8
Avg Saturday Ridership	2.5	4.8	9.0	5.1	7.8	4.8	4.8	5.9	6.0	4.8	10.0	6.9	10.4	10.4	6.5
Avg Daily Ridership	20.7	25.0	24.7	23.6	23.8	22.5	19.7	22.0	19.0	20.2	21.1	20.1	20.5	20.5	21.8
Wkday Ridership/Rev Hr	2.1	2.0	2.0	2.0	2.1	2.1	2.1	2.1	1.9	2.0	2.0	2.0	1.8	1.8	2.0
Sat Ridership/Rev Hr	2.2	1.8	2.2	2.1	2.3	1.4	1.3	1.7	1.2	1.4	1.6	1.4	1.5	1.5	1.6
Avg Weekday Rev Hours	11.4	14.5	13.2	13.1	12.9	12.6	11.1	12.2	11.3	11.6	11.2	11.3	12.7	12.7	12.3
Avg Saturday Rev Hours	1.2	2.6	4.1	2.5	3.3	3.4	3.8	3.5	4.9	3.5	6.1	4.8	6.9	6.9	4.0
Avg Weekday Rev Miles	190	220	190	201	185	168	148	167	168	154	154	159	175	175	176
Avg Saturday Rev Miles	18	33	62	35	56	72	75	67	127	93	120	113	146	146	82



PMIs COMPLETED

Period: 4/1/2023 - 4/30/2023

Bus #	Interval	Mileage at Previous PMI	Mileage at PMI	Miles Since Last PMI	On-Time	PMI
1	4000 miles	10,990	14,627	3,637	On Time	B-1
123	4000 miles	342,466	346,094	3,628	On Time	A-7
148	4000 miles	47,618	51,236	3,618	On Time	A-7
200	6000 miles	310,057	315,586	5,529	On Time	C
201	6000 miles	316,695	322,293	5,598	On Time	A-6
202	6000 miles	208,709	214,129	5,420	On Time	A-6
204	6000 miles	223,636	229,482	5,846	On Time	B
207	6000 miles	57,286	62,687	5,401	On Time	B
208	6000 miles	39,308	44,765	5,457	On Time	A-1
209	6000 miles	51,356	57,134	5,778	On Time	A-3
209	6000 miles	57,134	62,818	5,684	On Time	B
211	6000 miles	45,626	51,226	5,600	On Time	A-2
212	6000 miles	39,611	45,104	5,493	On Time	A-1
250	6000 miles	50,807	56,287	5,480	On Time	A-3
251	6000 miles	34,922	40,386	5,464	On Time	C
300	4000 miles	181,301	185,099	3,798	On Time	A-7
301	4000 miles	183,456	187,122	3,666	On Time	A-9
302	4000 miles	128,183	131,949	3,766	On Time	A-9
303	4000 miles	69,833	73,637	3,804	On Time	A-7
350	4000 miles	128,911	132,533	3,622	On Time	A-9
351	4000 miles	161,374	165,085	3,711	On Time	C
1101	4000 miles	103,818	107,582	3,764	On Time	A-2
1102	4000 miles	95,585	99,223	3,638	On Time	A-1

PMIs Completed: 23

On Time: 23 100.0%

Early: 0 0.0%

Late: 0 0.0%

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



RIDERSHIP AND FARES

Period: 4/1/2022 to 4/30/2022

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	516	210	0	85	33	300	77	6	0	14	6	0	18	9	24	644	17	15	11	39	0	1,974
Brown 3	76	76	79	21	25	125	55	0	0	9	0	0	6	8	5	126	0	8	5	4	0	540
Green 4	328	261	0	64	95	522	349	19	0	36	0	0	39	29	40	103	28	544	2	28	0	2,457
Green 4A	139	137	0	59	51	242	68	5	0	6	0	0	6	19	11	78	18	274	0	12	0	1,113
Blue 5	222	151	0	75	52	344	113	0	0	26	0	0	56	0	0	5	10	0	12	109	0	1,054
Purple 6	298	152	0	39	47	152	33	13	0	29	0	0	28	9	3	47	679	2	28	33	0	1,531
Gold 8	23	20	16	34	14	20	24	0	0	6	0	0	12	1	0	67	1	8	6	4	0	230
Silver 9	45	32	0	6	1	8	85	1	0	0	0	0	4	0	2	717	3	17	1	0	0	921
Turquoise 10	125	0	0	0	1	0	0	0	0	8	0	0	0	0	0	0	0	0	1	4	0	134
Yellow 95	7,282	4,520	0	528	255	1,453	1,078	94	0	329	2	0	158	76	98	909	151	258	50	280	1	17,191
Grand Total:	9,053	5,559	95	911	574	3,166	1,882	138	0	463	8	0	327	151	183	2,696	907	1,126	116	513	1	27,144

REVENUE:

Total Revenue: \$29,237.65
 Unclassified Revenue: \$940.37
 As a % of Total: 3.22%



RIDERSHIP AND FARES

Period: 4/1/2023 to 4/30/2023

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	612	259	0	39	14	250	124	4	0	17	1	0	14	5	13	912	10	50	2	51	0	2,324
Green 4	360	292	0	93	88	432	294	36	0	23	3	0	50	21	30	121	38	562	37	101	0	2,443
Green 4A	208	185	0	31	29	258	104	25	0	49	0	0	27	15	26	133	13	408	20	57	0	1,511
Blue 5	227	121	0	86	87	322	250	2	0	37	0	0	18	1	1	14	57	0	12	105	0	1,223
Purple 6	314	196	0	47	51	143	97	14	0	50	0	0	21	1	9	11	991	74	41	59	0	2,019
Gold 8	36	38	35	16	10	22	29	0	0	2	0	0	1	0	2	66	1	28	2	2	0	251
Silver 9	47	12	0	3	1	3	43	0	0	0	0	0	1	0	0	766	0	0	0	20	0	876
Turquoise 10	145	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	2	12	0	148
Yellow 95	7,679	4,714	3	544	178	1,380	1,682	91	0	263	6	0	105	18	69	926	222	444	60	273	1	18,321
Specials	0	0	0	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	0	0	0	4
Grand Total:	9,629	5,817	38	859	458	2,810	2,623	172	0	443	10	3	239	61	150	2,949	1,332	1,566	176	680	1	29,121

REVENUE:

Total Revenue: \$29,737.20
 Unclassified Revenue: \$620.48
 As a % of Total: 2.09%