



## MEETING NOTICE & AGENDA

**DATE:** Thursday, April 20, 2017

**TIME:** 4:00 P.M.

**PLACE:** Yuba County Board of Supervisors Chambers  
Yuba County Government Center  
915 8<sup>th</sup> Street  
Marysville, California

### **I. Call to Order & Roll Call**

Cardoza, Didball (Chair), Fletcher, Leahy, Pedigo, Sullenger, Whiteaker and Whitmore (Vice-Chair)

### **II. Public Business from the Floor**

Members of the public may address the Authority on items of interest that are within the Authority's jurisdiction and are not on the agenda for this meeting. Public comment regarding agenda items will be permitted as each agenda item is considered by the Board.

### **III. Consent Calendar**

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff or public request specific items to be discussed or removed from the Consent Calendar for specific action.

- A. Minutes from the Meeting of March 16, 2017. (Attachment)
- B. Disbursement List for March 2017. (Attachment)

### **IV. Reports**

- A. **Revised Draft Yuba-Sutter Transit Operating and Capital Budget for FY 2018.** Review and possible direction regarding the revised draft budget assumptions. (Attachment)

RECOMMENDATION: Direct staff as desired.

- B. **Connect Card Implementation Plan and Schedule.** Discussion and possible direction regarding the transition from soft-launch to full public roll-out of the Connect Card system. (Attachment)

RECOMMENDATION: Approve the revised Connect Card transition plan as proposed or amended.

- C. **Sub-Recipient Agreement with the Sacramento Area Council of Governments (SACOG) for State Proposition 1B (PTMISEA) Bond Funds.** (Attachment)

RECOMMENDATION: Authorize execution of the sub-recipient agreement as submitted.

- D. One Year Indexed Extension of the Transdev Services, Inc. Transit Operations Agreement.**  
Consideration of a one year indexed extension pursuant to the terms and conditions of the existing contract. (Attachment)

RECOMMENDATION: Conditionally authorize a one year indexed extension of the existing Transdev Services, Inc. agreement as proposed.

- E. California Governors's Office of Emergency Services Disaster Relief Grant Application Authorization.** (Attachment)

RECOMMENDATION: Adopt Resolution No. 4-17 authorizing the Transit Manager and the Finance Program Manager to execute all required assurances and agreements pertaining to state disaster assistance on behalf of the Yuba-Sutter Transit Authority.

- F. Project & Program Updates.**

1. Pass & Ticket Outlet Changes
2. Administrative Staff Recruitment (Planning Program Manager I/II)
3. Allyn Scott Youth & Community Center (ASYCC) Parking Lot Lighting Project
4. Feather River Air Quality Management District (FRAQMD) Mini-Grant BikeLid Project
5. Commuter Bus Replacement Request for Proposals (Proposals Due June 21<sup>st</sup>)
6. Connect Card Public Kick-Off Event (9:30 a.m. on Thursday, June 15<sup>th</sup> in the Raley Field parking lot in West Sacramento)

**V. Correspondence/Information**

**VI. Other Business**

**VII. Closed Session**

- A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957.  
Position Title: Transit Manager**

**VIII. Adjournment**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, MAY 18, 2017  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

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If you need assistance to attend the Yuba-Sutter Transit Board Meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, please contact the Yuba-Sutter Transit office at (530) 634-6880 or (TTY) 634-6889 at least 72 hours in advance so such aids or services can be arranged.

**AGENDA ITEM III – A**

**YUBA-SUTTER TRANSIT AUTHORITY  
MEETING MINUTES  
MARCH 16, 2017**

**I. Call to Order & Roll Call**

Director Didbal called the meeting to order at 4:00 p.m.

Present: Cardoza, Didbal, Leahy, Sullenger, Whiteaker, Whitmore and Bradford (for Fletcher)

Absent: Fletcher, Pedigo

**II. Public Business from the Floor**

None

**III. Consent Calendar**

Director Whiteaker made a motion to approve the consent calendar. Director Leahy seconded the motion and it carried unanimously.

Martin called the Board's attention to the February monthly performance report and the significant impact that the Oroville Dam spillway crisis had both during and immediately following the evacuation order.

**IV. Reports**

**A. Preliminary Draft Yuba-Sutter Transit Operating and Capital Budget for FY 2018.**

Martin stated that this preliminary draft budget is provided each year to meet the requirements of the JPA noting that staff will be refining these numbers in the next few weeks and bringing it back as a revised draft budget in April with details on every line item.

Director Whiteaker asked if the public is notified of the budget process. Martin responded that no specific outreach is conducted for that purpose beyond the normal posting of the agenda packet in its entirety on the website.

**B. Connect Transit Card Memorandum of Understanding Yuba-Sutter Transit Corridor Enhancement Plan Consultant Selection.**

Martin reviewed the history of the Connect Card project noting that the Board approved the original MOU for the development of this project in 2010. Now that the Connect Card project is nearing full implementation, the proposed draft Connect Card MOU would replace the earlier agreement for the on-going operations of the system. Martin added that five of the nine transit agencies have already approved this MOU with consideration of another three including Yuba-Sutter Transit scheduled for this week.

Martin continued by stating that this is a voluntary agreement that the agency can choose to exit in the future. He noted that this MOU covers program governance, operating rules, etc. and that full public roll-out of the system is now scheduled for July 1<sup>st</sup>. Martin added that the first year operating cost for Yuba-Sutter Transit, which was estimated at about \$78,000 in the staff report, was revised earlier this week to about \$65,000 and that staff is proposing that this cost be funded from the state Low Carbon Transit Operations Program to be discussed next on this same agenda.

Director Whiteaker made a motion to authorize the execution of the Connect Transit Card MOU as proposed. Director Leahy seconded the motion and it carried unanimously.

**C. Low Carbon Transit Operations Program (LCTOP) Funding Request.**

Martin stated that this is the third year of the LCTOP program which is part of the State Cap and Trade program to reduce greenhouse gases. The first two years of the program were used for bus stop enhancements and technology improvements. Martin added that about \$82,000 is now available – down from about \$180,000 in the previous cycle.

Martin continued by stating that these funds must be used to reduce greenhouse gas emissions and that, for those agencies like Yuba-Sutter Transit that have a disadvantaged community as defined by the State, half the funds have to benefit that community. As noted in the past, our region contains one large disadvantaged community that is located in Yuba County stretching from western Marysville to western Linda and Olivehurst as shown on the map that was included with the staff report. Martin stated the list of eligible projects was also attached and that staff is now recommending that any available funds be programmed to off-set Yuba-Sutter Transit's first year operating cost of the Connect Card system. Any unspent funds at the end of that year can be rolled over for use in the following year. For this reason, staff is recommending the adoption of Resolution No. 2-17 and No. 3-17 as proposed.

Director Leahy made a motion to authorize the adoption of Resolution No. 2-17 and Resolution No.3-17 as proposed. Director Cardoza seconded the motion and it carried unanimously.

**D. Project & Program Updates.**

**1. Bus Shelter, Bench & Exterior Advertising Contract & Ad Content Policy Revisions**

Martin stated that the Ad-Hoc Committee met on March 2<sup>nd</sup> and staff will be bringing back a recommendation for an expansion of the bus exterior advertising program in the future to include the additional bus tails and side advertising though at a smaller scale than what was proposed by the current contractor. Martin further added that a competitive procurement process will be required because federally funded buses will be used for this revenue contract. While Martin is hoping to bring this back in April, he noted that the staffing situation may make that impossible. The current provider, however, has agreed to continue under the current terms and conditions until such time as a new contract is signed.

**2. Connect Card Implementation**

Martin stated that the local soft-launch of the Connect Card began at Yuba-Sutter Transit in late January. As of March 9<sup>th</sup> a total of 201 Yuba-Sutter Transit issued Connect Cards were in circulation with about 4,000 local Connect Card boardings making Yuba-Sutter Transit the 2<sup>nd</sup>

most active system in the region behind only Sacramento Regional Transit. Martin added there have been some issues with the system, but that is what the soft-launch is all about. A full regional roll-out even is planned for June 15<sup>th</sup> prior to that month's meeting of the SACOG Board of Directors. Invitations will be sent to the entire Yuba-Sutter Transit Board for this regional event.

3. Administrative Staff Recruitment (Planning Program Manager)

Martin stated that Yuba County Personnel is handling the recruitment process for this vacancy and the application period will be closing on March 29<sup>th</sup>. Interviews have been tentatively scheduled for April 14<sup>th</sup> and staff is hoping to have someone on board by May 1<sup>st</sup>. Matt Mauk's last day is March 24<sup>th</sup>.

4. Allyn Scott Youth & Community Center (ASYCC) Parking Lot Lighting Project

Martin stated this is the project to add lighting in the parking lot between the two facilities. Because of the weather, the starting date has been pushed back, but staff hopes to hear something in the next day or two.

5. Feather River Air Quality Management District (FRAQMD) Mini-Grant BikeLid Project

Martin stated that the BikeLid unit arrived today and that he is looking forward to seeing the response from the public once it is installed at the Yuba County Government Center transit terminal.

**V. Correspondence/Information**

None

**VI. Other Business**

None

**VII. Adjournment**

The meeting was adjourned at 4:24 p.m.

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, APRIL 20, 2017  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

**YUBA-SUTTER TRANSIT  
DISBURSEMENT LIST  
MONTH OF MARCH 2017**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 7,319.34	PERS HEALTH	HEALTH INSURANCE
EFT	\$ 1,500.84	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE
EFT	\$ 232.64	CALIFORNIA WATER SERVICE	WATER
EFT	\$ 38.04	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION
EFT	\$ 562.24	PG&E	ELECTRIC
EFT	\$ 2,579.46	PG&E	ELECTRIC BILL #2
EFT	\$ 548.46	PG&E	GAS
EFT	\$ 182.80	ATT - SECURITY LINE	SECURITY LINE - MARCH
EFT	\$ 70.00	AT&T - UVERSE	INTERNET MARCH
EFT	\$ 800.77	TELEPACIFIC COMMUNICATIONS	TELEPHONE
EFT	\$ 108.81	UTILITY MANAGEMENT SERVICES	SEWER
EFT	\$ 250.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 14.99	CARDMEMBER SERVICES	RABOBANK CREDIT CARD
EFT	\$ 154.40	ELAVON	MERCHANT SERVICE FEE - FEB
EFT	\$ 133.60	PRIMEPAY	PAYROLL FEE
EFT	\$ 31,775.03	PAYROLL	PAYROLL
15462	\$ 388.81	ADVANCED DOCUMENT CONCEPTS	COPY MACHINE - JANUARY
15463	\$ 550.00	ALL SEASONS TREE & TURF CARE	LANDSCAPING MAINTENANCE &
15464	\$ 670.32	AT&T YELLOW PAGES	ANNUAL ADVERTISING
15465	\$ 168.87	FRANCOTYP-POSTALIA, INC.	POSTAGE MACHINE LEASE
15466	\$ 15,207.58	HUNT & SONS, INC.	BUS FUEL
15467	\$ 1,460.12	PREMIER PRINT & MAIL	PRINTING - TRANSFERS
15468	\$ 1,100.00	R.C. JANITORIAL SERVICE	JANITORIAL SERVICES
15469	\$ 480.72	RALEY'S	FEBRUARY COMMISSION
15470	\$ 550.00	SACRAMENTO REGIONAL TRANSIT	FEBRUARY BUS PASSES
15471	\$ 288.83	SIMONE REED	REIMBURSE VISION
15472	\$ 30.09	STAPLES CREDIT PLAN	OFFICE SUPPLIES
15473	\$ 426,433.88	TRANSDEV SERVICES, INC.	CONTRACT SERVICES - JANUARY
15474	\$ 11,995.39	PRECISION WEST TECHNOLOGIES	FINAL PAYMENT ON BOGUE P&R SOLAR CAMERA INSTALLATION
15475	\$ 33.63	AT&T	FIRE LINE
15476	\$ 450.00	ACTION FENCE	REMOVED & INSTALLED BUS STOP POST
15477	\$ 242.18	ADVANCED DOCUMENT CONCEPTS	COPY MACHINE - FEBRUARY
15478	\$ 15,322.15	BOYETT PETROLEUM	BUS FUEL
15478	\$ 14,292.55	BOYETT PETROLEUM	BUS FUEL
15479	\$ 1.00	CALIFORNIA SECRETARY OF STATE	AMENDMENT TO JPA & NAME CHANGE
15480	\$ 180.00	CHRIS JAEGER TESTING	BACK FLOW TEST
15481	\$ 50.00	DALE WHITMORE	BOARD MEETING 3/16
15482	\$ 120.00	DEPARTMENT OF CONSUMER AFFAIRS	CPA LICENSE RENEWAL
15483	\$ 450.00	DIGITAL DEPLOYMENT	WEB SERVICES - MARCH
15484	\$ 50.00	GARY BRADFORD	BOARD MEETING 3/16
15485	\$ 50.00	JIM WHITEAKER	BOARD MEETING 3/16
15486	\$ 50.00	MANNY CARDOZA	BOARD MEETING 3/16
15487	\$ 50.00	MICHAEL LEAHY	BOARD MEETING 3/16
15488	\$ 50.00	PREET DIBBAL	BOARD MEETING 3/16
15489		VOID	
15490	\$ 116.87	QUILL CORP	JANITORIAL SUPPLIES
15491	\$ 20.97	RECOLOGY YUBA-SUTTER	HAZMAT FEE
15492	\$ 611.94	RICHALL ELECTRIC COMPANY	ELECTRICAL REPAIRS
15493	\$ 50.00	RON SULLENGER	BOARD MEETING 3/16
15494	\$ 446.97	STANLEY SECURITY SOLUTIONS, INC.	SECURITY SERVICES - APRIL
15495	\$ 7,483.50	SUTTER BUTTES COMMUNICATION, INC.	SERVICE AGREEMENT & REPEATER FEE
15496	\$ 384.29	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE
15497	\$ 914.17	QU. EST	MAINTENANCE OF BUS STOPS/SHELTERS
	<b>\$ 547,016.25</b>		

**LAIF  
TRANSFERS**

3/2/2017 \$ 300,000.00 TRANSFERRED TO CHECKING

AGENDA ITEM IV – A  
STAFF REPORT

**REVISED DRAFT YUBA-SUTTER TRANSIT  
OPERATING AND CAPITAL BUDGET FOR FY 2018**

**Summary**

Attached for Board review and discussion is the revised draft Yuba-Sutter Transit operating and capital budget for FY 2018 which includes a detailed description of each revenue and expense account. Operating expenses are now estimated at nearly \$7.2 million for FY 2018 and the capital program is estimated at just over \$5.1 million with both fully funded. The revised draft operating and capital budget varies slightly from the preliminary draft version that was presented at the March 16<sup>th</sup> meeting with operating expenses up \$71,200 and capital expenses down \$50,000.

The most significant change between the preliminary and revised draft budgets is the addition of assumptions related to the first year expense and revenue impacts of Senate Bill 1 (SB 1) which is the new state transportation funding measure that will become effective November 1, 2017. The revised draft budget also includes more specific expense assumptions regarding the proposed extension of the current operating contract with Transdev Services, Inc. for the first of two option years effective October 1, 2017. The Transdev contract extension will be considered later on this agenda.

Based on any comments received at this meeting and any further revisions that may be necessary due to changes in conditions or assumptions, a final draft version of the budget will be presented for approval consideration at the May 18<sup>th</sup> meeting. The Yuba Sutter Transit Authority Joint Powers Agreement (JPA) stipulates that a proposed budget be submitted to the Board by the end of March prior to the start of each fiscal year and that a final budget be adopted by the end of May. This adoption schedule is designed to provide early notice to the member jurisdictions of the annual apportionment of Local Transportation Fund (LTF) contributions for inclusion in their own budget process.

**Current Year (FY 2017) Budget Projections**

For the current year, projected year-end operating expenses for FY 2017 are now expected to be \$72,000 (1.1 percent) above the budgeted amount of \$6,857,900 largely due to how special grant funded project expenditures are being expensed rather than capitalized, but these expenses will be fully off-set by matching grant revenues. The major positive expense factor continues to be lower than expected fuel prices. Representing nearly 10 percent of the operating budget, fuel is by far the most volatile line item over the years, but the year-to-date average price for diesel fuel is now \$1.93 per gallon compared to a budgeted average of \$2.30 per gallon. Experience indicates that this situation can change quickly and the current projection of a year-end savings of \$76,000 in fuel costs could erode quickly if fuel prices suddenly spike upward.

On the revenue side, fare receipts are projected lower than budgeted for FY 2017 (down \$43,000) due to decreased ridership. Another negative revenue factor is the \$283,600 reduction in the amount of State Transit Assistance (STA) revenue (down 37 percent) from what was originally expected to be received for FY 2017. The major positive revenue impacts are the recognition of matching grant revenues for special grant funded project expenditures and an increase in advertising revenue derived from bus exterior, bus shelter and bus bench advertising program.

### **Revised FY 2018 Budget Projections**

The revised draft operating budget remains a status quo document for further analysis and discussion as staff is not recommending any significant service, fare or organizational changes for FY 2018 due to several factors most notably the current negative ridership trend and the uncertain impact of the on-going roll-out of the Connect Card electronic fare card system. Despite this conservative approach, the revised draft operating budget of \$7,161,300 represents an increase of 4.4 percent (\$303,400) over the adopted FY 2017 budget and an increase of 5.5 percent (\$375,400) over the projected year end figure for FY 2017. The specific assumptions for each line item are discussed in detail in the attached supplemental budget document.

The largest component of the operating budget is the existing service contract with Transdev Services, Inc. The initial three year term of this contract will expire on September 30, 2017, but two indexed one year extension options are available at the sole discretion of Yuba-Sutter Transit. The revised draft budget assumes Board authorization of the first one year extension which is to be considered later on this same agenda. For some perspective, all of the expenses related to the service contract combine to represent 73 percent of the proposed FY 2018 operating budget. The next largest expense (10 percent) is for diesel fuel which has been a major budget variable in recent years with wide swings both up and down. Two additional noteworthy increases in expenditures are those related to the administration of the Connect Card (\$77,000) and the Route 1 Corridor Enhancement Plan project (\$120,000). However, all but \$13,800 of these expenditures are expected to be offset by matching state grant revenues.

The most significant revenue assumptions in the revised draft operating budget include an expected stabilization of ridership and the resulting impact on fare revenue; and, the relative distribution between operating and capital uses for an increase in the amount of available STA funding resulting from the recent passage of the state transportation funding measure (SB 1). Based on these and other assumptions, the amount of the Local Transportation Fund (LTF) contributions from the member jurisdictions would be essentially unchanged from the amount that was budgeted for FY 2017. The budget also assumes a similar level of Federal funding for operations compared to FY 2017.

The revised draft FY 2018 capital budget of \$5,125,000 is largely a carry-over of many of the current year projects including the much needed replacement of seven commuter buses and a number of smaller capital projects. These smaller projects include long delayed accessibility improvements on North Beale Road that are being funded by three

Federal grants in coordination with Yuba County; bus stop enhancements being funded with State Low Carbon Transit Operations Program; and, facility security improvements and system technology upgrades being funded through the State Transit Safety and Security Grant program.

### **Other Considerations**

In addition to the above, the revised draft FY 2018 budget includes several other expense and revenue assumptions for consideration:

- No major SRTP related service, program or policy recommendations are expected to be implemented before FY 2019 other than the last of three previously approved one year increases in discount senior fare eligibility to age 65 effective September 2017. Due to reduced ridership since FY 2015, most SRTP service recommendations have been delayed indefinitely while other recommendations for technology improvements and bus stop enhancements; key planning studies; and, the replacement of seven commuter buses are still programmed for FY 2018 and beyond.
- Continuation of the Regional Waste Management Authority (RWMA) consulting agreement for FY 2018.
- No fare increases or significant service reductions are included in the revised draft budget. With a budgeted FY 2018 farebox recovery ratio of approximately 18.5 percent (compared to a 20 percent goal and a minimum requirement of 14.6 percent), possible fixed route and Dial-A-Ride fare increases will probably be a consideration for the FY 2019 budget, but staff is reluctant to propose any immediate changes during the transition to the Connect Card system in FY 2018. Due to the passage of SB 1, the previously proposed increase in rural route fares is no longer an immediately consideration as the Live Oak and Wheatland STA balances should begin trending in a positive direction in FY 2018.
- The revised draft budget assumes the continued use of a high level of Federal transit funding for operating expenses, but there is now some uncertainty regarding the future of such funding under the new Trump administration.
- While the Connect Card regional fare card system should ultimately result in some operating cost savings for fare collection and improved on-time performance, there will also be a cost impact for administration of the program. For FY 2018, these funds are expected to be covered entirely with funding from the State Low Carbon Transit Operations Program (LCTOP) account. The combined impact, whether positive or negative, will not be known until the transition to the new system is complete. Because this transition process is expected to take six months or more, staff is budgeting for both Connect Card revenues and expenses rather conservatively with the understanding that this will be a major and unavoidable budget risk.

- Continued funding in 2018 from the Feather River Air Quality Management District (FRAQMD) for the Live Oak service expansion and the deeply discounted monthly youth, senior and disabled discount pass program at a level similar to what is being provided for 2017. Without renewed funding, these programs will now expire on December 31, 2017. Higher passenger out of pocket costs would likely have a significant impact on both ridership and fare revenue.

### **Recommendation**

The annual Yuba-Sutter Transit budget is still a work in progress that will continue to be reviewed and revised right up to its scheduled adoption at the May 18<sup>th</sup> Board meeting. Because it is essentially a status quo budget, staff is not recommending a special budget workshop this year. For this reason, it is especially important that the Board provide feedback and direction at this meeting so the final draft version adequately reflects that input. Alternatively, a special meeting could be scheduled in early May for a more focused discussion if so desired.

Staff will be prepared at the meeting to discuss the above issues as well as the revised draft budget in as much detail as desired.

RECOMMENDATION: Direct staff as desired.

Attachments: Revised Draft Operating and Capital Budget for FY 2018  
Revised Draft FY 2018 Budget Assumptions

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**YUBA-SUTTER TRANSIT AUTHORITY  
REVISED DRAFT FY 2017/2018 OPERATING BUDGET**

REVISED APRIL 13, 2017

	FY 2014/2015 Budget	FY 2014/2015 Audited	FY 2015/2016 Budget	FY 2015/2016 Audited	FY 2016/2017 Budget	FY 2016/2017 Projected	FY 2017/2018 Revised Draft Budget
<b>Operations Expenditures</b>							
010.50300 Services - Other Maintenance	100,000	96,857	100,000	127,934	120,000	160,000	200,000
010.50401 Fuel and Lubricants	937,300	715,212	828,000	513,681	651,000	575,000	699,000
010.50402 Tires and Tubes	54,600	58,431	64,400	71,218	70,000	70,000	70,000
010.50499 Other Materials and Supplies Consumed	60,000	149,188	70,000	121,744	120,000	190,000	60,000
010.50500 Utilities - Electric and Gas	48,000	42,568	48,000	43,929	48,000	48,000	50,000
010.50501 Utilities - Water and Sewer	5,200	5,211	5,500	4,752	5,500	5,000	5,500
010.50600 Casualty and Liability Costs - Operations	262,000	258,882	268,600	269,037	277,300	277,000	284,500
010.50800 Services - Contract Operations	4,490,000	4,448,164	4,647,000	4,697,981	4,856,000	4,800,000	4,960,000
010.50801 Services - Out of Contract	12,500	9,200	12,500	9,782	12,000	17,000	12,000
Subtotal - Operations	\$5,969,600	\$5,783,713	\$6,044,000	\$5,860,058	\$6,159,800	\$6,142,000	\$6,341,000
<b>Administration Expenditures</b>							
160.50102 Salaries and Wages - Admin. Staff	255,000	266,865	278,000	312,600	355,000	347,000	345,000
160.50200 Fringe Benefits - Admin. Staff	120,000	118,942	150,000	123,423	165,000	165,000	169,000
160.50301 Services - Accounting	2,000	1,407	2,000	2,067	2,300	2,300	2,500
160.50302 Services - Legal	12,000	10,582	12,000	9,266	12,000	5,000	12,000
160.50303 Services - Printing and Copying	35,000	31,944	35,000	36,119	40,000	30,000	40,000
160.50309 Services - Miscellaneous Professional	106,000	104,373	20,000	1,301	20,000	10,000	140,000
160.50499 Materials and Supplies - Office & Postage	11,000	14,262	15,000	9,123	15,000	10,000	15,000
160.50502 Utilities - Telephone & Internet	7,500	7,126	9,000	11,169	13,000	13,000	15,000
160.50900 Miscellaneous Expense - Insurance and Bond	30,000	25,260	33,000	22,552	33,000	33,000	33,000
160.50901 Miscellaneous Expense - Dues & Subscriptions	3,500	4,815	4,800	3,507	6,000	5,000	6,000
160.50902 Miscellaneous Expense - Travel and Meetings	6,000	5,585	6,000	4,675	7,000	3,500	7,000
160.50903 Miscellaneous Expense - Board of Directors	5,000	3,550	4,800	3,650	4,800	4,100	4,800
160.50904 Miscellaneous Expense - Media Adv. and Promo.	15,000	18,580	20,000	5,481	20,000	5,000	20,000
160.50909 Miscellaneous Expense - Other	1,000	1,653	3,500	2,840	5,000	11,000	11,000
Subtotal - Administration	\$609,000	\$614,944	\$593,100	\$547,773	\$698,100	\$643,900	\$820,300
Total Expenditures	\$6,578,600	\$6,398,657	\$6,637,100	\$6,407,831	\$6,857,900	\$6,785,900	\$7,161,300

		FY 2014/2015 Budget	FY 2014/2015 Audited	FY 2015/2016 Budget	FY 2015/2016 Audited	FY 2016/2017 Budget	FY 2016/2017 Projected	FY 2017/2018 Revised Draft Budget
Operating Revenue								
40100	Passenger Fares	1,375,000	1,424,757	1,430,000	1,310,781	1,375,000	1,330,000	1,300,000
40200	Special Transit Fares	35,500	21,922	20,000	24,027	21,500	23,500	21,000
40600	Auxiliary Revenue (Bus, Shelter & Bench Advertising)	25,000	28,398	25,000	27,414	28,000	37,000	50,000
40700	Non-Transportation Revenue (Interest)	2,000	1,060	1,000	1,152	1,000	2,500	2,000
40709	Non-Transportation Revenue (RWMA, Misc.)	10,000	9,571	17,000	68,018	65,000	67,000	67,000
40900	Local Transportation Funds (LTF)	1,837,100	1,716,203	2,336,100	2,125,725	2,491,500	2,327,072	2,500,000
40901	Local Cash Grants/Reimbursements	0	0	0	20,333	23,400	25,600	34,500
41100	State Transit Assistance Funds (STA)	809,000	810,746	480,000	487,720	488,900	476,373	640,000
41109	State Cash Grants/Reimbursements	0	0	0	14,405	13,600	146,855	196,800
41300	General Operating Assistance - FTA Sect. 5307 (Urban)	2,000,000	2,000,000	2,000,000	2,000,000	2,100,000	2,100,000	2,100,000
41301	General Operating Assistance - FTA Sect. 5311 (Rural)	200,000	200,000	228,000	229,256	250,000	250,000	250,000
41309	Job Access Grant - FTA Sect. 5316 (JARC)	200,000	101,000	100,000	99,000	0	0	0
41310	Rural/Small Urban Planning Grant - FTA Sect. 5304 (SRTP)	85,000	85,000	0	0	0	0	0
	Total Operating Revenue	\$6,578,600	\$6,398,657	\$6,637,100	\$6,407,831	\$6,857,900	\$6,785,900	\$7,161,300

		FY 2014/2015 Budget	FY 2014/2015 Audited	FY 2015/2016 Budget	FY 2015/2016 Audited	FY 2016/2017 Budget	FY 2016/2017 Projected	FY 2017/2018 Revised Draft Budget
	Deferred TDA Revenues, July 1	\$1,024,836	\$1,011,353	\$1,383,042	\$1,358,293	\$1,761,843	\$2,013,110	\$2,147,238
	LTF Revenues Received	1,837,100	1,823,274	2,336,100	2,336,100	2,491,500	2,491,500	2,500,000
	STA Revenues Received	909,000	1,050,615	932,162	932,162	760,000	476,373	1,000,000
	LTF Revenues Allocated - Operating	(1,837,100)	(1,716,203)	(2,336,100)	(2,125,725)	(2,491,500)	(2,327,072)	(2,500,000)
	STA Revenues Allocated - Operating	(809,000)	(810,746)	(480,000)	(487,720)	(488,900)	(476,373)	(640,000)
	LTF Revenues Allocated For Local Capital Outlays	0	0	0	0	0	0	0
	STA Revenues Allocated For Local Capital Outlays	(100,000)	0	(100,000)	0	(100,000)	(30,300)	(50,000)
	Prior Period Audit Adjustments (As Necessary)	0	0	0	0	0	0	0
	Deferred TDA Revenues, June 30*	\$1,024,836	\$1,358,293	\$1,735,204	\$2,013,110	\$1,932,943	\$2,147,238	\$2,457,238
	Local Transportation Funds (LTF)	1,024,626	1,115,628	1,164,777	1,326,003	1,319,778	1,490,431	1,490,431
	State Transit Assistance Funds (STA)	210	242,665	570,427	687,107	613,165	656,807	966,807

Deferred STA Detail								
	Yuba-Sutter Transit Portion		\$113,137		\$584,730	\$569,070	\$607,507	\$898,507
	City of Live Oak Portion		107,276		89,353	44,095	51,200	56,200
	City of Wheatland Portion		22,252		13,024	0	(1,900)	12,100
	Total Deferred STA Revenue		\$242,665		\$687,107	\$613,165	\$656,807	\$966,807

\*Carryover revenues available and required for cash flow, contingencies and local capital match

**YUBA-SUTTER TRANSIT AUTHORITY  
REVISED DRAFT CAPITAL BUDGET  
FY 2017/2018**

REVISED APRIL 13, 2017

	<b>FY 2015/2016 BUDGET</b>	<b>FY 2015/2016 AUDITED</b>	<b>FY 2016/2017 BUDGET</b>	<b>FY 2016/2017 PROJECTED</b>	<b>FY 2017/2018 REVISED DRAFT BUDGET</b>
<b><u>EXPENDITURES</u></b>					
Maintenance and Operations Facility (1)	\$ -	\$ -	\$ -	\$ 35,000	\$ 55,000
Vehicle Purchase/Replacement (2)	\$ 4,375,000	\$ -	\$ 4,425,000	\$ -	\$ 4,375,000
Miscellaneous Capital (3)	\$ 580,600	\$ 40,826	\$ 785,000	\$ 230,353	\$ 695,000
	<u>\$ 4,955,600</u>	<u>\$ 40,826</u>	<u>\$ 5,210,000</u>	<u>\$ 265,353</u>	<u>\$ 5,125,000</u>
<b><u>REVENUES</u></b>					
Federal (5307,5310,5311,5317,5339)	\$ 1,271,513	\$ -	\$ 1,271,513	\$ -	\$ 1,271,513
Transportation Development Act (Local)	\$ 100,000	\$ -	\$ 100,000	\$ 30,300	\$ 50,000
Low Carbon Transit Operation Program	\$ 60,300	\$ 10,247	\$ 180,400	\$ 50,053	\$ 180,400
Vehicle Emission Fees (FRAQMD)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local	\$ -	\$ -	\$ -	\$ -	\$ -
Proposition 1B (PTMISEA/Safety)	\$ 3,523,787	\$ 30,579	\$ 3,658,087	\$ 185,000	\$ 3,623,087
	<u>\$ 4,955,600</u>	<u>\$ 40,826</u>	<u>\$ 5,210,000</u>	<u>\$ 265,353</u>	<u>\$ 5,125,000</u>

Notes:

1. Facility security projects have begun in FY 2017 and will be completed in FY 2018. This \$90,000 combined project is funded by a State Proposition 1B Transit Safety and Security Grant. The last major facility project was the remodel and expansion of the facility that was completed in FY 2012.
2. The listed vehicle project for FY 2018 is the replacement of the seven 2006/2007 model Blue Bird commuter buses (PTMISEA - \$3,389,487 / Section 5311 - \$526,573 / Section 5339 - \$458,940). This project is being carried over from the FY 2017 budget. The last major vehicle projects were the purchases of six demand response/rural route buses and eleven heavy duty local fixed route buses that were both completed in FY 2014.
3. Planned miscellaneous capital expenditures for FY 2018 include an allowance for facility and office equipment & furnishings (STA - \$50,000); North Beale Road accessibility improvements (Section 5317 - \$86,000 / Section 5307 - \$200,000); bus stop enhancements (LCTOP - \$180,400); and the following State Proposition 1B Transit Safety and Security Grant funded projects: system technology upgrade projects Phase I (\$44,300) and Phase II (\$134,300) and the completion of mobile video surveillance and mobile video retrofit projects (combined \$63,700). Projected FY 2017 expenses include the completion of North Beale Road Transit Center (LCTOP - \$50,053); an allowance for office equipment & furnishings (STA - \$10,000); and the following State Proposition 1B Transit Safety and Security Grant funded projects (\$150,000): completion of the Park & Ride Lot Video Surveillance (\$17,000, STA \$20,300), and continuation of the mobile video surveillance (\$37,650) and the mobile video retrofit (\$95,350) projects. Note: A total of \$162,500 of the FY 2017 expenditures and related revenue will be below the capitalization threshold and transferred to the operating budget.

**YUBA-SUTTER TRANSIT  
FY 2017/2018 OPERATING & CAPITAL BUDGET ASSUMPTIONS  
PREPARED APRIL 13, 2017**

**OPERATIONS EXPENDITURES**

**Services – Other Maintenance (Acct. #010.50300)**

This account is available to fund a variety of outside maintenance and operations related services. These services include radio maintenance and repeater contracts; CHP inspection certificates; minor facility repairs and services; landscape maintenance; janitorial expenses; bus stop shelter and sign maintenance, repairs and relocations; mechanical warranties; and, storm water/pollution prevention related planning, permitting, monitoring and reporting expenditures. This account also includes an allowance for the labor portion of major mechanical repairs based on current year experience as well as for the labor portion of state grant funded project expenditures below the capitalization threshold.

Yuba-Sutter Transit's share of the first year operating expenses for the regional Connect Card electronic fare card system are being added to this account for FY 2018. These expenses are currently being estimated at \$77,000 and they are expected to be covered with state funds from the Low Carbon Transit Operations Program (LCTOP).

**Fuel & Lubricants (Acct. #010.50401)**

This account is based on the operation of 92,000 vehicle service hours (VSH) in FY 2018 at a budgeted average base cost of \$7.00 per VSH plus an additional \$55,000 for the partial first year impact of state Senate Bill 1 (SB 1) that will be effective November 1, 2017. SB 1 increased the excise tax on diesel fuel by 20 cents per gallon and increased the sales tax on diesel fuel by 4 percent. The base average cost per VSH is the same as that which was used for FY 2017. While this figure is 18 percent higher than the \$6.18 that is now being projected for FY 2017, it is 10 percent below the audited \$7.81 figure for FY 2015 which shows just how volatile this account can be from year to year. The budgeted FY 2018 figure is equivalent to the consumption of approximately 280,000 gallons of off-road (red-dye) diesel fuel at a net average base price of about \$2.30 per gallon including diesel emission additives and applicable taxes before the new diesel excise tax and sales tax increases are applied in November. Because fuel expenses represent about 10 percent of the proposed budget, this account will always be the greatest expenditure risk each year.

**Tires & Tubes (Acct. #010.50402)**

This account is based on the projected year-end expenditures for FY 2017. In addition to changes in tire prices which increased significantly over the past few years, this figure can vary from year to year depending on if and when vehicles are replaced. The last new buses were delivered in early 2014 and the next new buses are not expected before late 2018.

**Other Materials & Supplies Consumed (Acct. #010.50499)**

This account is available to fund miscellaneous maintenance and operations materials and supplies such as the purchase of replacement vehicle components and non-capital maintenance equipment as necessary. The amount budgeted is based on recent expenditure levels with an allowance for major unforeseen expenses during the fiscal year. Of particular concern are the repair and replacement costs for major components (engines, transmissions and differentials) on Yuba-Sutter Transit's older buses that are nearing the end of their life cycle. The current year projections for FY 2017 include non-labor state grant funded project expenditures below the capitalization threshold, but these are not included in the budget for FY 2018.

**Utilities – Electric & Gas (Acct. #010.50500)**

Based on the projected year-end expenditures for FY 2017 with an allowance for the new employee parking lot lights at the Allyn Scott Youth and Community Center (ASYCC) next door to Yuba-Sutter Transit's maintenance, operating and administration facility in Marysville.

**Utilities – Water & Sewer (Acct. #010.50501)**

Based on the projected year-end expenditures for FY 2017 assuming an increase for FY 2018.

**Casualty & Liability Costs – Operations (Acct. # 010.50600)**

This account is based on the current fleet of 51 revenue vehicles and the vehicle insurance rates that are provided in the current operating contract with Transdev Services, Inc. with a 2.74 percent indexed price adjustment for the first of two option years effective October 1, 2017.

**Services – Contract Operations (Acct. #010.50800)**

This figure is based on the current operating contract assuming the operation of 92,000 annual VSH for FY 2018 (down slightly from the projected year end figure for the current fiscal year) with a 2.74 percent indexed price adjustment for the first of two option years effective October 1, 2017.

**Services – Out of Contract (Acct. #010.50801)**

This account is available for the provision of out-of-contract service hours for special events and community services that are provided in partnership with a wide variety of community groups and organizations consistent with the applicable service procedures.

The projected increase in this account over the amount budgeted for FY 2017 is due to the evacuation related special services that were operated during the Lake Oroville emergency spillway incident in February. Most of these expenditures are expected to be covered with state disaster relief funding.

## **ADMINISTRATIVE EXPENDITURES**

### **Salaries & Wages – Administrative Staff (Acct. #160.50102)**

The budgeted amount is based on a projected total salary figure for the four administrative staff positions including an allowance of \$5,000 for temporary office staff to assist with the start-up of the Connect Card electronic fare card system. This amount assumes no general cost of living adjustment (COLA) for FY 2018. It does include any available step increases and longevity adjustments and an allowance for the pay out of a portion of accrued annual leave.

The increase in this line item for FY 2016 over the amount budgeted was due primarily to the July 2105 consultant agreement with the Regional Waste Management Authority which was offset by the increase in Miscellaneous Non-Transportation Revenue and a required accounting adjustment for accrued compensated absences.

### **Fringe Benefits – Administrative Staff (Acct. #160.50200)**

Fringe benefit expenses, which have been adjusted to account for known increases in health and retirement expenses, represent an estimated 49 percent of salary expenditures based on the above salary assumptions.

The decrease in this line item for FY 2016 compared to the amount budgeted was due to a significant one-time retirement credit from CalPERS that was partially offset by the reclassification of Worker's Compensation insurance and the new RWMA consultant agreement.

### **Services – Accounting (Acct. #160.50301)**

Based on past expenditures including payroll and miscellaneous accounting services.

### **Services – Legal (Acct. #160.50302)**

An allowance for contract legal services based on recent expenditures with an allowance for unforeseen future legal services.

### **Services – Printing & Copying (Acct. #160.50303)**

This account is for the lease and operating expenses for two office copiers as well as for the outside printing of tickets/passes, brochures and other miscellaneous materials based on projected expenses for FY 2017 with an allowance for all new passenger information materials related to the implementation of the new Connect Card electronic fare system in FY 2018. These later expenses, which had been budgeted for FY 2017 were delayed due to the delayed implementation of the Connect Card system.

**Services – Miscellaneous Professional (Acct. #160.50309)**

This account is for miscellaneous professional services such as computer support services, graphic design work and other administrative support services. For FY 2018, this account also includes a major portion (\$120,000) of the Route 1 Corridor Enhancement Plan consultant contract that is largely funded from revenues shown under the line item for State Cash Grants/Reimbursements.

**Materials & Supplies – Office & Postage (Acct. #160.50499)**

This account is for supplies, postage and express mail expenses based on past expenditures with an allowance for increased costs associated with implementation of the Connect Card system.

**Utilities – Telephone & Internet (Acct. #160.50502)**

This account is based on projected year-end expenditures for FY 2018 assuming some increase for a long-needed Internet upgrade by the end of FY 2017.

**Miscellaneous Expense – Insurance & Bond (Acct. #160.50900)**

This account is based on past experience after the FY 2017 increase in liability insurance policy coverage limits.

**Miscellaneous Expense – Dues & Subscriptions (Acct. #160.50901)**

This account is based on past expenditures with an allowance for a new membership in the Small Urban Network of the Community Transportation Association of America (CTAA). Current memberships include the California Transit Association, the California Association for Coordinated Transportation (CalACT) and the Association of Government Accountants (AGA). This account also includes biennial CPA renewal fees. Paid subscriptions include the weekly publication from the American Public Transportation Association (APTA) and a weekly digest related to compliance with the Americans with Disabilities Act (ADA).

**Miscellaneous Expense – Travel & Meetings (Acct. #160.50902)**

This account is available to fund travel, lodging and meeting expenses on an as needed basis for Yuba-Sutter Transit staff and board. The budgeted amount is based on past expenditures and expected future staff travel and training expenses allowing for an increase in FY 2018 in part due to anticipated additional training needs for new staff and in preparation for the the upcoming federal Triennial Review.

**Miscellaneous Expense – Board of Directors (Acct. #160.50903)**

This account is based on an average of 12 meetings a year for each member. Current policy limits compensation to a maximum of 20 meetings per member each fiscal year.

**Miscellaneous Expense – Media Advertising & Promotion (Acct. #160.50904)**

This account is an allowance for a wide range of marketing and promotional expenses including specialized point of use passenger informational materials for bus stop shelters and information panels; special event promotional pieces; telephone directory advertising; and, other marketing opportunities. FY 2017 is experiencing lower than budgeted marketing expenses due in part to the delayed implementation of the new Connect Card system, but marketing activities have always been constrained at Yuba-Sutter Transit. For comparison, marketing expenses are typically 1 – 2 percent of the operating budget at similarly sized systems which would represent a marketing budget of at least \$70,000 or more annually for Yuba-Sutter Transit.

**Miscellaneous Expense – Other (Acct. #160.50909)**

This account is an allowance for miscellaneous expenses such as banking fees, check charges and otherwise undesignated expenses. It has been increasing in recent years due to credit/debit card merchant account fees, commissions paid to pass and ticket sales outlets and new annual CalPERS report expenses to comply with new accounting requirements.

**OPERATING REVENUES**

**Passenger Fares (Acct. #40100)**

With no major service or fare changes, the budget assumes no growth in total passenger fare revenue in FY 2018 over the adjusted projected amount for FY 2017. This assumption is being made despite the two year decline in ridership as the impact of the September 2015 service and fare policy changes should stabilize in FY 2018. The budget also assumes the continuation of the Feather River Air Quality Management District (FRAQMD) sponsored discount monthly pass program beyond December 2017 at the current funding level.

**Special Transit Fares (Acct. #40200)**

This account is based on current year revenue projections for direct fare payments by Yuba County Employment Services, Yuba County Child Protective Services (CPS) and other miscellaneous special transit service revenues.

**Auxiliary Transportation Revenue – Advertising (Acct. #40600)**

This account is for bus exterior, bus stop shelter and bus stop bench advertising program revenues. This figure is based on the projected year end figure for FY 2017 with an allowance for the planned expansion of the bus exterior program in FY 2018. A total of 30 advertising bus stop shelters and 69 advertising bus stop benches are located throughout the service area and exterior ads are now available on 27 of 51 buses. The current advertising contract just expired and is now on a month-to-month basis, but staff expects to bring a new Request for Proposals (RFP) to the Board for approval by the end of the fiscal year and the Ad Hoc Advertising Committee is recommending expanding the exterior program to include all buses.

### **Non-Transportation Revenue – Interest (Acct. #40700)**

This account represents the estimated interest earnings on available cash for FY 2018 which can vary significantly from year to year for a variety of reasons. Interest income is derived from the investment of operating and capital reserves that are available for cash flow, contingencies and future capital expenditures such as fleet replacement/expansion and the repair or replacement of major facility items.

### **Non-Transportation Revenue – FRAQMD, RWMA & Miscellaneous (Acct. #40709)**

This account includes receipts from the consulting agreement with the Regional Waste Management Authority and miscellaneous income from photo I.D. fees, bike locker rentals, special grants and surplus property sales. For FY 2018, this account assumes the waiver of all Connect Card I.D. fees (approximately \$3,000 annually) to encourage conversion to the new Connect Card system.

### **Local Transportation Funds (Acct. #40900)**

The allocation of Local Transportation Fund (LTF) revenues is traditionally based on the amount required to balance the budget after all other revenues are calculated. For FY 2018, despite a 4.4 percent (\$303,400) increase in budgeted operating costs, staff is proposing that the LTF allocation for FY 2018 be essentially unchanged at \$2.5 million (up \$8,500 or 0.3 percent from FY 2017). This is made possible only because of the expected increase in available State Transit Assistance (STA) funds from the recent passage of Senate Bill 1 (SB 1). This measure will not become effective until November 2017 and revised FY 2018 funding estimates have yet to be prepared. Staff is using a conservative \$1 million STA estimate for FY 2018, but this figure is still more than double the amount of STA revenue than what we expect to receive for FY 2017 and \$300,000 more than the current SACOG adopted allocation for Yuba-Sutter Transit for FY 2018. The particulars regarding the STA account are discussed in that section below.

For the current year (FY 2017), the \$164,428 difference between the amount of LTF revenue budgeted and the amount now projected is due in large part to lower than anticipated fuel costs and other cost savings in a variety of categories. This surplus will be added to Yuba-Sutter Transit's cash reserve at year-end. This reserve is shown at the bottom of the operating budget as deferred TDA revenue and broken out for both LTF and STA with the latter broken out in more detail to include the restricted amounts for Live Oak and Wheatland. Yuba-Sutter Transit's STA reserves are typically used for capital purposes while LTF reserves constitute Yuba-Sutter Transit's contingency and cash flow fund. The LTF reserve is budgeted at 20.8 percent of total operating expenditures for FY 2018 which is up only slightly from the budgeted percentage for FY 2017. In addition to providing a contingency fund for unforeseen expenses or wildly escalating fuel prices, an adequate cash reserve is essential due to the high level of Federal funding that is still being used for operations (32.8 percent of all budgeted revenue) since most of these funds are not received until the end of the fiscal year or even beyond.

### **Local Cash Grants/Reimbursements (Acct. #40901)**

This account is available for local contract service payments and other contributions for services or programs. For FY 2016 and FY 2017, this account includes grants from the Feather River Air Quality Management District (FRAQMD) to partially off-set the cost to expand the Live Oak Route from three to five days a week effective July 2015 and reimbursements from Mercy Housing that are received from the City of Wheatland to off-set the cost to expand the Wheatland Route from three to five days a week effective December 2015. This account is expected to increase in FY 2018 due to an increase in the Mercy Housing share of the Wheatland Route.

### **State Transit Assistance (STA) Funds (Acct. #41100)**

State Transit Assistance (STA) revenue is the often threatened single source of on-going State transit funding which has historically been the primary source of local matching funds for Federal capital grants. In just the last eight years, STA funding has been eliminated once, restored once and significantly reworked three times – most recently in SB 1 which passed on April 6<sup>th</sup> and is now awaiting the Governor’s expected signature. STA funding is now tied to a sales tax on diesel fuel and is generally available with only minimal restrictions exclusively for transit operating or capital purposes.

While STA funding has dropped significantly since FY 2015 and FY 2017 receipts are now expected to be almost \$300,000 less than the original allocation, SB 1 includes a 3.5 percent sales tax on diesel effective November 1<sup>st</sup> with all of those funds dedicated to the STA account. Because this measure will not become effective until November 2017 and revised FY 2018 STA funding allocations have not yet been adopted, staff is using a conservative \$1 million STA estimate for FY 2018. This figure is still more than double the amount of STA revenue to be received for FY 2017 and \$300,000 more than the SACOG adopted allocation for Yuba-Sutter Transit for FY 2018. Any excess above that which is being designated for operations will still be available for future year allocation though significant STA reserves are needed for future capital replacement projects through FY 2020 and beyond.

It should be noted that a portion of the STA funding that is being budgeted for operating expenses is derived from specific allocations to Live Oak and Wheatland for the operation of the contract services that Yuba-Sutter Transit provides to these non-member jurisdictions. Due to the recent reductions in the amount of STA funding, the accumulated reserve balances for both cities has been drained much faster than expected following the expansion of both services in 2015. Most significantly, Wheatland’s STA balance will be fully exhausted by the end of FY 2017 so the new revenue resulting from SB 1 will provide immediate security for both of these services for FY 2018 and beyond.

### **State Cash Grants/Reimbursements (Acct. #41109)**

This account is available for the receipt or accrual of payments for state grant funded project expenditures below the capitalization threshold and for miscellaneous grant related reimbursements for projects such as the Route 1 Corridor Enhancement Plan that is now

expected to be complete by the summer of 2018. For FY 2017, this account also includes the expected state reimbursement for Yuba-Sutter Transit's February 2017 disaster related services.

**Federal General Operating Assistance – FTA Section 5307 (Acct. #41300)**

This account is for Federal operating assistance that is provided to transit systems in small urban areas through what is now known as the Fixing America's Surface Transportation (FAST) Act. Signed December 4, 2015, the FY 2017 allocation of Section 5307 funding to Yuba-Sutter Transit from the FAST Act was up 5.9 percent over the amount that was available for FY 2016 and staff is assuming another 2.0 percent increase to approximately \$2.5 million for operating and/or capital purposes in FY 2018. Historically used primarily for capital projects, a greater percentage of these flexible Federal funds has been used in recent years for operations due to the ten year Proposition 1B State Bond Program in 2006; the swap of \$1.9 million in Federal transit stimulus capital funds between Yuba-Sutter Transit and the Davis urbanized area in 2009; and, several major discretionary grants from other sources.

The draft FY 2018 budget assumes that \$2.1 million in Section 5307 funding will again be programmed for operations with the remaining Federal apportionment to be added to the projected FY 2017 carryover balance of \$3.7 million for use in future years for eligible operating and/or capital expenses. Now that the State Proposition 1B program has ended, this fund balance is necessary for the upcoming replacement of eleven 2008 model local fixed route buses by no later than 2020. This project is currently budgeted at \$5.5 million with at least \$3.9 million expected to come from this funding source. As a result, it is critically important to preserve future funding flexibility especially for capital purposes and Yuba-Sutter Transit's Transportation Improvement Program now assumes the use of \$2.1 million in Section 5307 funds for operations each year through at least FY 2020.

**Federal General Operating Assistance – FTA Section 5311 (Acct. #41301)**

This account is for Federal operating assistance that is provided specifically to rural transit systems. Yuba-Sutter Transit's rural services include the Foothill, Live Oak and Wheatland Routes and the Plumas Lake stop on the Sacramento Commuter and Midday Express service. These funds can be used for both operating and capital assistance subject to a 55.33 percent Federal funding limitation (88.53 percent for capital expenditures). This funding source has grown significantly in recent years, but the limited amount of rural service provided by Yuba-Sutter Transit limits its use for operating use though the balance can be used for capital needs as is being done for the purchase of a replacement commuter bus in FY 2018.

**Federal Job Access Grant – FTA Section 5316 (Acct. #41309)**

This funding source was eliminated in MAP-21, but previously awarded grants were used to fund the weekday evening general public Dial-A-Ride service level through FY 2016.

**Federal Rural/Small Urban Planning Grant – FTA Section 5304 (Acct. #41310)**

This account was for a one-time Federal grant for the 2015 update of the Yuba-Sutter Short Range Transit Plan which was fully expended by June 30, 2015.

**DEFERRED REVENUE DETAIL**

1. Deferred TDA Revenues (July 1) – Carried forward from projected year-end figures for FY 2017 with LTF and STA revenues combined.
2. LTF Revenues Received – Amount set in annual apportionment adjusted for any prior year audit findings.
3. STA Revenues Received – Amount of STA revenues that are available to Yuba-Sutter Transit, Live Oak and Wheatland.
4. LTF Revenues Allocated (Operating) – Maximum local share of actual or projected expenditures as set by the budget.
5. STA Revenues Allocated (Operating) – Amount allocated in the budget for operating expenditures, if any.
6. LTF Revenues Allocated for Local Capital Outlays – Amount of deferred or current year LTF revenues budgeted for capital acquisitions during the fiscal year, if any.
7. STA Revenues Allocated for Local Capital Outlays – Amount of deferred or current year STA revenues budgeted for capital acquisitions during the fiscal year, if any.
8. Prior Period Audit Adjustments (As Necessary)
9. Deferred TDA Revenues (June 30) – Amount available for cash flow, contingencies and future local capital expenditures itemized by LTF and STA share of the total available.

**CAPITAL PROGRAM SUMMARY**

The proposed capital budget for FY 2018 includes the much needed project to replace the seven oldest commuter buses with seven heavy-duty, high floor model buses similar to those that were purchased in 2010 and 2012 along with a number of smaller projects. Most of the budgeted cost for the commuter bus project will be covered by State Proposition 1B bond funds.

Of the smaller projects, the most significant is long planned accessibility improvements in the North Beale Road corridor in Linda specifically near Lowe Avenue. This project is being funded by three Federal New Freedom grants for a total of \$286,000 with any required local match to be

provided by Yuba County. so only the Yuba-Sutter Transit portion of this project is shown in the budget. Other projects include those funded by State Proposition 1B Transit Safety & Security program for enhanced facility security and system technology upgrades along with bus stop enhancement activities to be funded with State Low Carbon Transit Operations grants. The remainder of the capital program is an allowance for miscellaneous office and shop equipment (such as a forklift) or for unforeseen facility repairs.

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AGENDA ITEM IV – B  
STAFF REPORT

**CONNECT CARD IMPLEMENTATION PLAN AND SCHEDULE**

BACKGROUND

Yuba-Sutter Transit has long participated in a working group of local transit service providers lead by the Sacramento Area Council of Governments (SACOG) to implement a universal electronic transit fare card system in the Sacramento region. A universal or “smart card” system allows passengers to travel seamlessly between multiple transit operators with just one card while purchasing the appropriate fare or pass on all systems with each system receiving the appropriate amount of revenue in return for each trip. In 2010, the Board authorized execution of a Memorandum of Understanding (MOU) to fully participate in the Connect Card program. A second MOU to establish the roles, responsibilities and financial obligations for the on-going operation and maintenance of the program was approved by the Board at the March meeting.

The new Connect Card is often viewed primarily as a system for making seamless transfers between different transit operators, but the greatest benefits for transit operators occur locally. Such benefits include faster boarding; reduced cash handling; elimination of most paper fare products; reduced fare evasion; and, the potential for new fare products in the future such as daily, weekly or thirty day passes. In addition to Yuba-Sutter Transit, the Connect Card program includes the Sacramento Regional Transit District (RT), El Dorado County Transit, Elk Grove Transit, Folsom Transit, Placer County Transit, Roseville Transit, South Sacramento County Transit and Yolo County Transit.

After years of system planning, design, development and testing; implementation began in November 2016 with a two-phase soft launch with a relatively small number of passengers using Connect Cards in live service with real fare products and actual cash first on RT followed by all of the other participating operators in late January. After nearly three full months of operation, Yuba-Sutter Transit follows only RT as the most active soft launch participant in terms of both the number of Connect Cards issued and the number of on-board Connect Card fare transactions. While work continues to refine the system, full public roll out is scheduled to begin June 15<sup>th</sup>.

The Connect Card system has multiple benefits for transit passengers as well as the participating agencies. In the past, riders must pay their fare using either paper media (e.g., passes, tickets, transfers) purchased at limited distribution sites or with cash using exact change. The new system provides passenger more flexibility and new protections – passes or cash can be added from any internet connection at home, work or on the run; passes or cash can be auto loaded when expiring or balances are diminished; passes and cash balances are protected as lost, damaged or stolen cards can be restored; and, exact change is no longer needed for cash fares. Transit operators pay a high cost to secure and process paper media (e.g., order, print, ship, distribute, collect and destroy media) and cash (e.g., collect, count, secure, deposit coins and currency) so electronic fare collection is an opportunity to reduce operating costs, improve controls, reduce fraud and streamline business processes. For Yuba-Sutter Transit, the new

Connect Card leverages outside revenue sources for new operating benefits which will become more obvious over time as the system matures and passengers convert to the new system.

In addition to the two MOU's, previous Connect Card related Board actions include the August 2012 approval of specific fare policies to maximize the benefits of the Connect Card; the April 2014 approval of a transition plan to bridge the period between the initial public roll-out and full conversion to the new system; and, the September 2016 revisions to the 2014 transition plan that were necessary due to the now two step roll-out of the system from the current soft-launch to full public roll-out this summer.

### IMPLEMENTATION PLAN AND SCHEDULE

Attached is a copy of the adopted transition plan comparing the previous fare policy first with that of the current soft launch; then when the system is fully open to the public; and, finally when full conversion is achieved up to one year later. As noted earlier, implementation of the new Connect Card system is now in the soft launch phase of a two-stage public roll-out. While the system is operational and available to the public, certain features are still being tested and refined in advance of the scheduled June 15<sup>th</sup> launch of a region-wide marketing campaign to promote public conversion to the new system. In anticipation of that campaign, staff is seeking Board input on proposed refinements to the transition plan that are intended to encourage passengers to quickly move from paper and cash based fares to the new system. While we want to provide a reasonable time for this transition, we do not want to provide incentives to delay that process. We also need to minimize the financial impact of this transition period on our operation. Those specific proposals are noted in red on the attached transition plan.

As planned, all monthly paper passes will continue to be sold and accepted for at least six months (through December 2017) following the public roll-out subject to extension at the discretion of the Transit Manager on a month-to-month basis for up to six additional months if it becomes apparent that an earlier date would create an unreasonable hardship on passengers. As proposed, the sale of discount ticket books and 20-ride Sacramento punch cards would end on June 1<sup>st</sup> though both will continue to be accepted as they are now for one year. During that same period, unused discount ticket books and punch cards will be accepted in exchange for the original purchase price (\$10 for ticket books and \$80 for punch cards) toward the purchase of Yuba-Sutter Transit pass products on a Connect Card. Due to system accounting procedures, these products cannot be exchanged for cash credit on a Connect Card. Discount ticket books and punch cards will not be accepted or exchanged after one year.

During the current soft launch period, Connect Cards are being issued to willing full fare passengers while all new or renewed senior and disabled discount photo ID cards are being issued on a Connect Card. Until they expire, old discount photo ID cards will continue to be accepted as valid proof of eligibility for discount fares, but a discount photo ID Connect Card will be required for monthly senior, disabled and youth passes when paper monthly passes are no longer sold or accepted. (The last of the old discount photo ID cards will expire on December 31, 2019.) Because there is no existing photo ID card for youth, none will be required as long as paper monthly passes are accepted and we have delayed issuing new youth photo ID cards until the full public roll-out so we can publicize the new process for documenting youth eligibility as

part of the overall public information campaign. Including the new first time youth ID cards, as many as 3,000 discount photo Connect Cards could be issued over the next 15 months compared to the 500 – 600 that we previously issued in a typical year.

During this transition period, there is no charge for a new general public Connect Card when at least \$5 in fare product (cash or pass) is loaded on the new card. The regular \$5 fee for processing new discount eligibility card applications is also being waived and old valid discount photo ID cards can also be exchanged at no charge for a new Connect Card photo ID card. A \$5 replacement fee for any lost or stolen card does now apply and there will be a \$5 initial processing fee that will apply to all cards after full conversion. It is important to note that Yuba-Sutter Transit will continue to accept valid Medicare cards; DMV disabled placard identification computer printouts; senior, disabled or youth photo identification cards issued by another transit agency; or other official documents as proof of eligibility for any available discount cash fare subject to current requirements.

The Connect Card based fare structure now offers an electronic daily cap equal to three cash fares in a single service day which will ultimately replace paper transfers. This no-risk daily pass, which is available only on the local fixed route system, is automatically tracked only for Connect Card users riding on a cash fare. Once the applicable three fare limit has been reached, no additional fare is deducted. Daily caps can be tracked only for the first fare paid with each boarding and does not apply to any additional passengers using the same card (such as when family or friends travel together) so everyone should have their own Connect Card. Paper transfers will continue to be issued and accepted as they are now for as long as paper monthly passes are accepted, but the daily cap will only be available to those using a Connect Card to encourage quick conversion for regular cash passengers.

Due to software limitations, the long-standing policy to accept last month's pass on the first service day of the next month as a grace day for the purchase of a new monthly pass changed for Connect Card users from the first service day to the first calendar day of each month. This is only an issue a few times a year when the first of the month falls on a weekend or holiday for Sacramento monthly pass users or on a Sunday or holiday for local fixed route monthly pass users. Effective July 1<sup>st</sup>, to standardize this policy for ease of enforcement, it is now proposed that the Connect Card policy apply to all pass holders (paper or plastic) effective July 1<sup>st</sup>.

Staff will be prepared at the meeting to discuss the Connect Card implementation plan and schedule in detail.

**RECOMMENDATION:** Approve the revised Connect Card transition plan as proposed or amended.

**CONNECT CARD TRANSITION PLAN (AS ADOPTED SEPTEMBER 15, 2016)  
PROPOSED APRIL 20, 2017**

	Paper Monthly Passes	Monthly Pass Grace Period (Paper or Electronic)	\$10 Discount Ticket Books (\$12 Value)*	Daily Cap -- Three Times the Applicable Cash Fare (Local Fixed Routes Only)	Local Fixed Route Transfers	\$10 Ticket Sheets (No Discount)	Individual Single Ride Face Value Tickets	20-Ride Sacramento Punch Cards (No Discount)*	Old Discount Photo ID Cards -- Up to 3 Year Eligibility (Senior & Disabled)	Connect Card Discount Photo ID Cards -- Up to 5 Year Eligibility (Senior/ Disabled/Youth)	Replacement of Lost or Stolen Cards
<b>Previous Fare Policy</b>	Sold and accepted	First service day	Sold and accepted	Not available	Free transfers to another local route or Dial-A-Ride (transfers cannot be exchanged for a transfer)	Not available	Sold and accepted as cash fare on all services	Sold and accepted	Sold (\$5 each) & accepted until expired (Extended 2016 expirations through 2017)	Not available	\$5 Discount Cards
<b>Yuba-Sutter Transit Soft Launch Policy (Effective January 24, 2017)</b>	Sold and accepted	First calendar day for Connect Card holders only -- first service day for paper pass holders	Sold and accepted (no daily cap available)	Available only with a valid Connect Card (tracked only for the card holder, cannot be applied to additional riders on the same card)	Free transfers to another local route or Dial-A-Ride if no Connect Card is used (transfers cannot be exchanged for a transfer & no daily cap is available)	Not available	Sold and accepted as cash fare on all services (no daily cap available)	Sold and accepted	Accepted until expired for discount fares (cash or paper monthly passes & no daily cap is available on cash fares)	Issued at no charge to newly eligible or in exchange for an old, but still valid Yuba-Sutter Transit photo ID card	\$5 All Cards
<b>Full Public Roll-Out Policy (Effective June 1, 2017 Unless Otherwise Noted)</b>	Sold and accepted	First calendar day for all (Effective July 1, 2017)	Not sold, but will continue to be accepted or exchanged for monthly pass credit for one year from public roll-out (no daily cap available)	Available only with a valid Connect Card (tracked only for the card holder, cannot be applied to additional riders on the same card)	Free transfers to another local route or Dial-A-Ride if no Connect Card is used (transfers cannot be exchanged for a transfer & no daily cap is available)	Sold and accepted as cash fare on all services (no daily cap available)	Sold and accepted as cash fare on all services (no daily cap available)	Not sold, but will continue to be accepted or exchanged for monthly pass credit for one year from public roll-out	Accepted until expired for discount fares (cash or paper monthly passes & no daily cap is available on cash fares)	Issued at no charge to newly eligible or in exchange for an old, but still valid old Yuba-Sutter Transit photo ID card	\$5 All Cards
<b>Full Conversion Policy (Estimated 6 - 12 Months After Roll-Out)</b>	Not sold or accepted	First calendar day for all	Not sold, but will continue to be accepted or exchanged for monthly pass credit for one year from public roll-out (no daily cap available)	Available only with a valid Connect Card (tracked only for the card holder, cannot be applied to additional riders on the same card)	No transfers issued or accepted	Sold and accepted as cash fare on all services (no daily cap available)	Sold and accepted as cash fare on all services (no daily cap available)	Not sold, but will continue to be accepted or exchanged for monthly pass credit for one year from public roll-out	Accepted until expired for discount cash fares only (no daily cap is available on cash fares)	Sold to newly eligible at \$5 each or exchanged at no charge for an old, but still valid Yuba-Sutter Transit photo ID card	\$5 All Cards

\*For one year following the public roll-out, unused \$10 discount ticket books and 20-ride Sacramento punch cards can be exchanged for the original purchase price only for Connect Card credit toward the purchase of Yuba-Sutter Transit pass products.

AGENDA ITEM IV – C  
STAFF REPORT

**SUB-RECIPIENT AGREEMENT WITH THE SACRAMENTO AREA COUNCIL OF  
GOVERNMENTS (SACOG) FOR STATE PROPOSITION 1B (PTMISEA) BOND FUNDS**

In November 2015, the Board of Directors approved an application to the Sacramento Area Council of Governments (SACOG) for funding from the State of California Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) for a bus replacement project. This project would result in the replacement of the seven oldest commuter buses with seven high capacity heavy duty buses similar to those that were purchased in 2010 and 2012. These funds are available as part of the California Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 known as Proposition 1B which is expected to provide \$3.6 billion statewide over ten years to project sponsors for allocation to eligible public transportation capital projects.

SACOG approved Yuba-Sutter Transit's allocation request for the commuter bus replacement project in August 2016 and Caltrans authorized the transfer of the requested PTMISEA funding in December 2016. Attached for Board review and consideration is a standard sub-recipient agreement for a total of \$3,389,487 in PTMISEA funds for this purpose. The cost of this project, which is fully programmed and budgeted, is now estimated at \$4,375,000 with the balance of \$985,513 to be provided from a mix of previously programmed Federal urban and rural sources. Staff is now requesting authorization to execute the SACOG sub-recipient agreement which will have been reviewed by counsel prior to the meeting.

Yuba-Sutter Transit is currently partnering with El Dorado County Transit in a joint procurement for these buses with the City of Fairfield as the lead agency. The Request for Proposals (RFP) was released on March 6<sup>th</sup>; proposals are due on June 21<sup>st</sup> and Fairfield is now scheduled to consider an award recommendation on September 5<sup>th</sup>. Based on this schedule, staff anticipates bringing a purchase authorization request to the Board of Directors for a final decision as early as the September 21<sup>st</sup> meeting because the earliest possible replacement of the six 2006 and one 2007 model Blue Bird commuter buses is essential due to the chronic unreliability of these medium duty buses. While they are all at or near the end of their ten year / 350,000 mile design life and are no longer supported by a manufacturer, the greater problem is that they have become increasingly unreliable resulting in frequent in-service failures.

Previous PTMISEA allocations to Yuba-Sutter Transit include \$2,666,448 toward the 2011 remodel and expansion of the existing transit maintenance, operations and administration facility and two smaller allocations toward the purchase of six 16 passenger replacement Dial-A-Ride/rural route buses in 2010 (\$560,000) and three 57 passenger replacement commuter buses (\$695,000) in 2012.

Staff will be prepared to discuss the PTMISEA program, the sub-recipient agreement and the proposed project in detail at the meeting.

**RECOMMENDATION:** Authorize execution of the sub-recipient agreement as submitted.

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
SUBRECIPIENT AGREEMENT  
with  
YUBA SUTTER TRANSIT AUTHORITY  
for the PURCHASE OF SEVEN HEAVY DUTY INTERCITY COMMUTER BUSES**

**THIS SUBRECIPIENT AGREEMENT** is made and entered into effective **January 25, 2017**, by and between **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”) and the **YUBA SUTTER TRANSIT AUTHORITY** (“Subrecipient”).

**WHEREAS**, SACOG has been allocated Proposition 1B Transit – Public Transportation Modernization, Improvement, and Service Enhancement Account (“PTMISEA”) funding administered through the California Department of Transportation (“Caltrans”), to implement and support transit capital projects; and

**WHEREAS**, SACOG has awarded Subrecipient with \$3,389,487.00 funding, on a reimbursable basis, for the purchase of seven (7) heavy duty intercity commuter buses (“Project”); and

**WHEREAS**, SACOG and Subrecipient submitted a funding request for the Project and the amount of \$3,389,487.00 has been received by SACOG; and

**WHEREAS**, Subrecipient has identified full funding for the Project and PTMISEA funds do not require a minimum match; and

**WHEREAS**, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of SACOG’s funding of the Project.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project as identified in **Exhibit A**. Attached hereto as **Exhibit C** and incorporated herein is PTMISEA Funding Allocation Request which includes a project summary to be performed by Subrecipient. Any proposed amendment to Exhibit “A” must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by the Caltrans and SACOG.

2. Time of Performance:

a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient will provide written progress reports to SACOG at least quarterly (March, June, September, and December), beginning January 2017, in the format as shown in **Exhibit C**.

Subrecipient agrees to follow, and to require its contractors to follow, the timeline identified in **Exhibit A**. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **June 30, 2019**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.
- c. Through the competitive grant award process, as identified in the SACOG Guidelines for Distribution of PTMISEA Funds, the Subrecipient has represented the project as ready to proceed and will begin within six (6) months of the Agreement. The Subrecipient has also represented sufficient funding is available to complete the projects as defined in the Scope of Work and that the completed Scope of Work will result in a fully-usable amenity or service to the general public.

The Subrecipient certifies that: In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, the Subrecipient shall, at its own expense, ensure the project is in a safe and operable condition for the public.

3. Compliance with Laws: Subrecipient will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Subrecipient hereunder. These regulations, orders, circulars, and directives include, without limitation, the following: 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed **Three Million Three Hundred Eight-Nine Thousand Four Hundred Eighty-Seven Dollars (\$3,389,487)**, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. In no instance will SACOG pay for services or equipment paid for before the SACOG Board of Directors approved contracting authority on **August 18, 2016**.

5. Reporting and Payment:

- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement pursuant to Subsection 6.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Subrecipient shall submit written invoices by mail in triplicate to the SACOG. Subrecipient's written progress report shall be completed on the required Caltrans form or other agency form to be provided by SACOG as shown on **Exhibit D**, and shall be for the periods ending March, June, September and December.
- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred. All invoices must be submitted by Subrecipient to SACOG no later than **June 30, 2019**.
- c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
- d. SACOG will submit an invoice to the California Department of Transportation ("Caltrans") for approval and will make reimbursement payment to Subrecipient promptly following receipt of funds from Caltrans. Under no circumstances will SACOG be required to pay any amounts to Subrecipient prior to receipt of funds from Caltrans, nor will SACOG pay more than the amount reimbursed by Caltrans.
- e. Subrecipient agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, will be used to determine the allowability of individual items of cost.

- f. Subrecipient also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
  - g. Subrecipient shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation (“Caltrans”) Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
  - h. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Subrecipient to SACOG.
  - i. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5 (e) through 6 (g) above.
6. PTMISEA Compliance: For purposes of this Agreement, the Subrecipient is considered to be the project sponsor.
- a. As the project sponsor for this Project, the Subrecipient will comply with the SACOG Guidelines for Distribution of PTMISEA Funds as approved by the SACOG Board on March 20, 2008. In addition, the Subrecipient will comply with the Caltrans PTMISEA Guidelines published July, 2016, or as may be amended.
  - b. The project sponsor shall provide project management to ensure that the Project proceeds according to the schedule in **Exhibit A**, the work or equipment meets quality standards, and the associated costs are accounted for accurately.
  - c. The project sponsor must complete the Project and notify SACOG of completion of eligible expenses within 60 days after completion of the Scope of Work, but no later than **June 30, 2019**. Project sponsor will complete and submit to SACOG the Final Project Report, following the reporting format required by Caltrans, within 60 days after completion. Within 12 months after Project completion, the project sponsor will complete and submit to SACOG an additional Outcome Report and evidence of Project completion. These reports are required under

PTMISEA Guidelines, as amended in July, 2016. Following completion of the Project, SACOG will re-allocate any unused project funds to other PTMISEA projects based on the competitive process as described in the SACOG Guidelines for Distribution of PTMISEA Funds, as they may be amended.

- d. Any requests for additional PTMISEA funds for the Project will follow the competitive process as described in the SACOG Guidelines for Distribution of PTMISEA Funds, or as may be amended. Any change in the Scope of Work greater than ten percent (10%) will also follow the competitive process as described in the SACOG Guidelines for Distribution of PTMISEA Funds, or as may be amended.
- e. SACOG will review the progress toward completion of the Project. PTMISEA Funds allocated to a project that is not progressing toward completion may be reallocated to other PTMISEA projects based on the competitive process as described in the SACOG Guidelines of PTMISEA Funds, or as may be amended. Funds not encumbered within one (1) year of the grant award may be reallocated to other PTMISEA projects.

7. Independent Contractor: The Subrecipient, and the agents and employees of the Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

8. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving Subrecipient fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Subrecipient at the address indicated in Section 16 below.
- b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
- c. Subrecipient will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of

Caltrans to appropriate funds. In such event, Subrecipient will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 16. SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above including, but not limited to, the provisions of Subsection 6.d.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
  - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
  - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or

damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

14. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Subrecipient shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Audit, Retention and Inspection of Records:

- a. SACOG or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide SACOG or its designee with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- b. If so directed by SACOG upon expiration of this Agreement, the Subrecipient will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

16. Project Managers: SACOG's Project Manager for this Agreement is Azzie Doherty, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 (c) above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Azadeh Doherty, Senior Planner  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814  
Telephone: (916) 340-6221  
Email: adoherty@sacog.org

Subrecipient's Project Manager for this Agreement is Keith Martin. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 8 (a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Keith Martin, Transit Manager  
Yuba Sutter Transit Authority  
2100 B Street  
Marysville, CA 95901  
Telephone: (530) 634-6880  
Email: keith@yubasuttertransit.com

17. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

18. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

19. Litigation: Subrecipient will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

20. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

21. Compliance with Non-discrimination and Equal Employment Opportunity Laws:

It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient assures SACOG that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable

regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient and its contractors will include the provisions of this Section 21 in all contracts to perform work funded under this Agreement.

22. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
  - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

23. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

24. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

25. Prevailing Wage and Labor Requirements.

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

26. Disadvantaged Business Enterprise (DBE) Assurances by SACOG: SACOG has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: SACOG shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. SACOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. SACOG’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of the SACOG DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to SACOG of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

27. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the SACOG DBE Information Form so that SACOG may compile statistics for Federal reporting purposes. The SACOG DBE Information Form is attached hereto as Exhibit B and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as SACOG deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
- (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.
  - (2) Contractor agrees 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 Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.
- In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.
- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid

each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.

- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
  - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five (5) days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five (5) days.
  - (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Subrecipient in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Subrecipient in writing with the date of certification. The contractor shall then provide to SACOG's Project Manager written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Subrecipient. Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.

28. Non-Liability of SACOG: SACOG shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

29. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

30. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

31. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

32. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

33. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

34. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

35. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

36. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

37. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

38. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

39. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

40. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

41. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010]. Subrecipient's compliance shall include the reporting, record retention, and access requirements set forth in Exhibit "E," attached hereto and incorporated herein.

42. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

43. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and Chief Operations Officer. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Chief Executive Officer of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS**

**YUBA SUTTER TRANSIT  
AUTHORITY**

---

KIRK E. TROST  
Interim Chief Executive Officer

---

KEITH MARTIN  
Transit Manager

APPROVED AS TO FORM:

---

RENNE SLOAN HOLTZMAN SAKAI, LLP  
General Counsel to SACOG

## **EXHIBIT A**

### **YUBA SUTTER TRANSIT AUTHORITY - SCOPE OF WORK**

#### **Introduction:**

Yuba Sutter Transit Authority seeks to replace medium-duty buses with a seated capacity of forty-one (41) passengers with seven (7) new heavy-duty commuter buses with a seated capacity of fifty-seven (57) passengers each. This project will increase the seating capacity of each vehicle by 39% and the overall capacity of Yuba Sutter Transit's intercity commuter service by 18%.

#### **Task:**

Yuba-Sutter Transit Authority will purchase seven (7) new, heavy-duty, intercity commuter buses for fleet replacement. The new buses will be fully accessible, 45', 57-passenger, clean diesel, tour-style buses for use in Yuba-Sutter Transit's intercity commuter service.

**Deliverables:** No later than **January 1, 2019**.

**Budget:** The budget for this project shall not exceed Three Million Three Hundred Eight-Nine Thousand Four Hundred Eighty-Seven Dollars (\$3,389,487), unless agreed to in advance by the parties pursuant to a written amendment.

**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM**

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Sacramento Area Council of Governments (SACOG), the California Department of Transportation (“Caltrans”), and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed on-line at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**DBE/UDBE Participation Information**

*(Awardee must check at least one of the options below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 3)*

\_\_\_\_\_ **Option #1 - No Certified DBE participation proposed for this contract.**

\_\_\_\_\_ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**  
*(Please attach an additional sheet if necessary)*

\_\_\_\_\_  
**Name of Certified DBE**

\_\_\_\_\_  
DBE Certification No.

\_\_\_\_\_  
DBE Address

\_\_\_\_\_  
DBE Telephone No.

\_\_\_\_\_

\_\_\_\_\_  
DBE E-Mail Address

Annual Gross Receipts (check one):  Less than \$500,000   
 \$500,000-\$1 million  Age of Firm  
 \$1 million-\$2 million  
 \$2 million-\$5 million  
 Over \$5 million

Race/Ethnicity:  Asian Pacific  Caucasian  Other  
 Asian Subcontinent  Hispanic  
 Black  Native American

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Name of Certified DBE DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one):  Less than \$500,000   
 \$500,000-\$1 million  Age of Firm  
 \$1 million-\$2 million  
 \$2 million-\$5 million  
 Over \$5 million

Race/Ethnicity:  Asian Pacific  Caucasian  Other  
 Asian Subcontinent  Hispanic  
 Black  Native American

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation

---

Description of services or materials to be provided by DBE

**Submitted by:**

---

**Signature**

---

**Date**

---

**Print Name and Title**

---

**Name of Contractor, if different than signatory**

## EXHIBIT C - FUNDING ALLOCATION REQUEST

STATE OF CALIFORNIA - CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUNDO BROWN II, Governor

DEPARTMENT OF TRANSPORTATION  
DIVISION OF RAIL AND MASS TRANSPORTATION MS 39  
1120 N STREET  
P. O. BOX 942874  
SACRAMENTO, CA 94294-0001  
PHONE (916) 654-8811  
FAX (916) 654-9366  
TTY 711  
www.dot.ca.gov



Severe Drought  
Make every drop count

December 14, 2016

Mr. Mike McKeever  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

Dear Mr. McKeever:

Congratulations! The California Department of Transportation has reviewed the project(s) listed below for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Program. Your project meets the guidelines of the PTMISEA Program and has been authorized for funding. The funds will be allocated directly to you, the project sponsor, by the State Controller's Office.

Davis Community Transit Paratransit Vehicle Replacement	\$ 83,000
Purchase (7) Seven Commuter Buses	\$3,389,487

Should you have any questions, please contact Wendy King, PTMISEA Program Manager, at (916) 651-8239 or Jila Priebe, Office Chief, Program and Policy Management, Division of Mass Transportation, at (916) 651-8243.

Sincerely,

A handwritten signature in black ink, appearing to read "Jila Priebe".

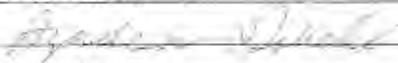
JILA PRIEBE  
Office Chief  
Program and Policy Management

*"Provide a safe, sustainable, integrated and efficient transportation system  
to enhance California's economy and livability."*

**Public Transportation Modernization, Improvement and  
Service Enhancement Program (PTMISEA)  
PROJECT DESCRIPTION AND ALLOCATION REQUEST**

	Regional Entity: SACOG
Project Lead*: Sacramento Area Council of Governments	County: Yuba and Sutter Counties
Project Title: Purchase Seven (7) Commuter Buses	

I certify the scope, cost, schedule, and benefits as identified in the attached Project Description and Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process, which may effect the amount of bond proceeds received by the project sponsor now and in the future. Project sponsors may need to consider alternative funding sources if bond proceeds are not available. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, project sponsor shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation -- Division of Mass Transportation.

Name: Azadeh Doherty  
 Signature:   
 Title: Senior Analyst  
 Agency: Sacramento Area Council of Governments  
 Date: 5/2/14

\*If this project includes funding from more than one project sponsor, the project sponsor above becomes the "recipient agency" and the additional contributing project sponsor(s) must also sign and state the amount and type of PTMISEA funds (GC Section 8879.55(a)(2) and/or Section 8879.55(a)(3)) contribution. Sign below or attach a separate officially signed letter providing that information.

Name: Keith Martin  
 Signature: \_\_\_\_\_  
 Title: Transit Manager  
Yuba-Sutter Transit  
 Agency: Authority  
 Date: \_\_\_\_\_ Amount: \$50,210

**PTMISEA PROJECT DESCRIPTION  
AND ALLOCATION REQUEST**

	08/09	09/10	10/11	14/15
Request Amount per GC 8879.55(a)(2)/PUC 99313:	\$0	\$0	\$0	\$3,331,277
Request Amount per GC 8879.55(a)(3)/PUC 99314:	\$2,311	\$0	\$55,899	\$0
<b>Total Project Allocation Request:</b>	<b>\$2,311</b>	<b>\$0</b>	<b>\$55,899</b>	<b>\$3,331,277</b>
Project Title:	Purchase Seven (7) Commuter Buses			
Project Location/Address:	Yuba and Sutter Counties			

Project Lead/Recipient Agency:	SACOG	Legislative District Numbers:	Assembly: 2 & 3
Contact:	Azadch Doherty	Senate:	4
Contact Phone #:	916-340-6279	Congressional:	2
Email Address:	ADoherty@sacog.org	Amount:	\$ 2,311,073
Address:	1415 L Street, Suite 100	Fund Type:	99313
	Sacramento, CA 95814		\$

PTMISEA Contributors:	Yuba-Sutter Transit Authority	Amount:	\$55,210	Fund Type:	99314
Contact:	Keith Martin		\$		
Contact Phone #:	530-634-6880				
Email Address:					
Address:	2100 B Street				
	Marysville, CA 95901				
Other PTMISEA Contributors ( Attach sheet with contact info)		Amount:	\$	Fund Type:	
			\$		
			\$		
<b>TOTAL</b>			<b>\$55,210</b>		<b>99314</b>

(\*Contributing project sponsors attach signed letters of verification as to amount and eligibility of sign cover page)

Check only 1 box that best fits the description of the project being funded.	
<input type="checkbox"/> Rehabilitation, Safety or Modernization Improvement	<input type="checkbox"/> Bus Rapid Transit
<input type="checkbox"/> Capital Service Enhancement or Expansion	<input checked="" type="checkbox"/> Rolling Stock Procurement:
<input type="checkbox"/> New Capital Project	<input type="checkbox"/> Expansion
	<input type="checkbox"/> Rehabilitation
	<input checked="" type="checkbox"/> Replacement

Table 4: Project Summary	
<p>a) Describe the project (or minimum operable segment) for which you are applying for funds. Attach additional sheets if necessary. If the application is for the purchase of vehicles or rolling stock, please include information on number of vehicles, size, passenger count, accessibility, and fuel type.</p> <p>The requested funding will be used to purchase seven (7) new, heavy-duty, intercity commuter buses for fleet replacement. The new buses will be fully accessible, 45', 57 passenger, clean diesel, four-style buses for use in Yuba-Sutter Transit's intercity commuter service.</p>	
<p>b) Useful Life of the Project: <u>20</u> years</p>	

Table 5: Description of Major Benefits/Outcomes	
<p>a) Please check appropriate Benefit/Outcome:</p> <p><input type="checkbox"/> Increase Ridership by _____ %</p> <p><input checked="" type="checkbox"/> Reduce Operating/Maintenance Cost by <u>15</u> %</p> <p><input type="checkbox"/> Reduce Emissions by _____ %</p> <p><input checked="" type="checkbox"/> Increase System Reliability by <u>15</u> %</p>	
<p>b) Please summarize and describe any other benefits:</p> <p>The new, heavy-duty commuter buses will have a seated capacity of fifty-seven (57) passengers each, replacing medium-duty buses with seated capacity for forty-one (41) passengers. This will increase the seating capacity of each vehicle by 39% and the overall capacity of Yuba-Sutter Transit's intercity commuter service by 18%.</p>	

Table 6: Project Schedule	
	Date
Begin Project Approval & Environmental Document Phase	
CEQA/ Environmental Compliance	
End Project Approval & Environmental Document Phase	
Begin Plans, Specifications & Estimates Phase	
End Plans, Specifications & Estimates Phase	
Begin Right of Way Phase	
End Right of Way Phase	
Begin Construction Phase (Contract Award)	
End Construction Phase (Contract Acceptance)	
Begin Vehicle/Equipment Order (Contract Award)	1-Jul-16
End Vehicle/Equipment Order (Contract Acceptance)	1-Jan-18
Begin Closeout Phase	1-Jan-18
End Closeout Phase	30-Jun-18

Table 7: Tax Compliance Information	
<p>Is it reasonably anticipated that any money will be derived at any point in the future as a result of the project that will be paid to the State?</p> <p><input type="checkbox"/> YES</p> <p><input checked="" type="checkbox"/> NO</p>	
<p>If yes, please describe the source of the money and provide an estimate of the amount:</p>	<p>Estimate: \$ _____</p>

**Public Transportation Modernization, Improvement, and Service Enhancement Account  
Total Project Cost and Funding Plan**

Sandbox fields are automatically calculated. Please do not fill these fields.

Proposed Total Project Cost												
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16	16/17	15/17	16/17	15/17	Project Total
PA&E	0	0	0	0	0	0	0	0	0	0	0	0
PS&E	0	0	0	0	0	0	0	0	0	0	0	0
R/W	0	0	0	0	0	0	0	0	0	0	0	0
CCO	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Purchase	2,311	55,899	0	227,320	231,620	3,331,277	526,573	0	0	0	0	4,375,000
Other	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>2,311</b>	<b>55,899</b>	<b>0</b>	<b>227,320</b>	<b>231,620</b>	<b>3,331,277</b>	<b>526,573</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,375,000</b>
Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)												
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16	16/17	15/17	16/17	15/17	Total
PA&E	0	0	0	0	0	0	0	0	0	0	0	0
PS&E	0	0	0	0	0	0	0	0	0	0	0	0
R/W	0	0	0	0	0	0	0	0	0	0	0	0
CCO	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Purchase	2,311	55,899	0	227,320	231,620	3,331,277	526,573	0	0	0	0	3,369,467
Other	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>2,311</b>	<b>55,899</b>	<b>0</b>	<b>227,320</b>	<b>231,620</b>	<b>3,331,277</b>	<b>526,573</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,369,467</b>
Funding Source: Section 5311												
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16	16/17	15/17	16/17	15/17	Total
PA&E	0	0	0	0	0	0	0	0	0	0	0	0
PS&E	0	0	0	0	0	0	0	0	0	0	0	0
R/W	0	0	0	0	0	0	0	0	0	0	0	0
CCO	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Purchase	0	0	0	0	0	0	526,573	0	0	0	0	526,573
Other	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>526,573</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>526,573</b>
Funding Source: Section 5339												
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16	16/17	15/17	16/17	15/17	Total
PA&E	0	0	0	0	0	0	0	0	0	0	0	0
PS&E	0	0	0	0	0	0	0	0	0	0	0	0
R/W	0	0	0	0	0	0	0	0	0	0	0	0
CCO	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Purchase	0	0	0	227,320	231,620	0	0	0	0	0	0	458,940
Other	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>227,320</b>	<b>231,620</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>458,940</b>
Funding Source:												
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16	16/17	15/17	16/17	15/17	Total
PA&E	0	0	0	0	0	0	0	0	0	0	0	0

**Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA)  
Projected Cash Flow Schedule**

Project Title: Pulaski Seven (7) Commuter Buses  
 Sponsor Agency: SACOG  
 Sponsor Contact: Azarah Delaney

PTMISEA Funded Phase	Start Date	Prior	PTMISEA - Cash Flow Projections						Total Hrs required	Future requests
			Jul 2014 - Dec 2014	Jan 2015 - Jun 2015	Jul 2015 - Dec 2015	Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017		
FSBE									50	
Rigid of Way									50	
Construction - Scope of work task #1									50	
Construction - Scope of work task #2									50	
Construction - Scope of work task #3									50	
Construction - Scope of work task #4									50	
Vehicle / Equipment Order	7/1/2015							\$3,369,487		\$3,369,487
			PTMISEA Cash Flow Projections							
			Jul 2014 - Dec 2014	Jan 2015 - Jun 2015	Jul 2015 - Dec 2015	Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017	Total	Total
Totals:			50	50	50	50	50	50	\$3,369,487	\$3,369,487

**EXHIBIT D - QUARTERLY PROGRESS REPORT**

**Division of Transportation Planning Grant Program**

**Quarterly Report Statement for**

**District/Quarter:** District 3 / Quarter (insert time period)  
**District Grant Manager:** Susan Wilson, (916) 274-0639  
 (name/phone)  
**Project Title:** \_\_\_\_\_  
**Grant Applicant:** \_\_\_\_\_  
**Grant Program & FY:** \_\_\_\_\_  
**Date funds were encumbered:** \_\_\_\_\_  
**Project End Date:** \_\_\_\_\_

	<b>Grant Funds (%)</b>	<b>Local Match (%)</b>	<b>Estimated % of Project Completed to Date</b>	<b>% of Total Amount Expended to Date</b>
<b>Total Authorized</b>	\$	\$	%	%
<b>Funds Expended to Date:</b>	\$0	\$0	0%	0%
<b>Balance Available:</b>	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
  
2. Identify Community-Based Organizations involved in the project this quarter.
  
3. Discussion/evaluation of public participation efforts this quarter.
  
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.)

<b>Quarterly Report Prepared By:</b>	<b>Date:</b>
--------------------------------------	--------------

**EXHIBIT E**

**Reporting, Record Retention, and Access Requirements  
(Federal Funding Accountability and Transparency Act – FFATA)**

1. Requirement for Data Universal Numbering System (DUNS) Number.

Subrecipient shall provide its Data Universal Number System (DUNS) number to SACOG. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

2. Reporting of First-Tier Subawards.

- a. SACOG is required to report each action that obligates \$25,000 or more in Federal funds, not including Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5), to <http://www.fsr.gov> no later than the end of the month following the month in which the obligation is made. SACOG is required to report, and Subrecipient shall provide to SACOG, the following information regarding the Subrecipient and the award:
  - i. Name of entity receiving award
  - ii. Amount of award
  - iii. Funding agency
  - iv. NAICS code for contracts / CFDA program number for grants
  - v. Program source
  - vi. Award title descriptive of the purpose of the funding action
  - vii. Location of the entity (including congressional district)
  - viii. Place of performance (including congressional district)
  - ix. Unique identifier of the entity and its parent; and
  - x. Total compensation and names of top five executives, if applicable.
- b. Upon execution of this Subrecipient Agreement, Subrecipient shall promptly provide SACOG with all information necessary to facilitate SACOG's compliance with the FFATA reporting requirements.

3. Reporting Total Compensation of Subrecipient Executives.

- a. Subrecipient shall report to SACOG the names and total compensation of each of Subrecipient's five most highly compensated executives for Subrecipient's preceding completed fiscal year, if in Subrecipient's preceding fiscal year, Subrecipient received:
  - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Federal Funding Accountability and Transparency Act (FFATA), as defined at 2 C.F.R. § 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the FFATA (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or section

6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

iv. Total compensation means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

I. Salary and bonus.

II. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

III. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

IV. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

V. Above-market earnings on deferred compensation which is not tax-qualified.

VI. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

4. Subrecipient shall for a minimum of three years after execution of this Agreement, maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.
5. Subrecipient shall permit, and require its subawardees to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, SACOG, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subawardees pertaining to the Project, as required by 49 U.S.C. § 5325(g).

6. Project Closeout. Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.



## County of Sacramento

County of Sacramento  
Payee Data Record  
(REV August 2015)

### PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

### ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose as any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below.

From within the United States, call.....1-800-852-5711  
From outside the United States, call.....1-916-846-6500  
For hearing impaired with TDD, call.....1-800-822-6268

### EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

### ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California  
Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 851 Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

WEB SITE: [www.ftb.ca.gov](http://www.ftb.ca.gov)

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

### ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserve the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to [ePayables@saccounty.net](mailto:ePayables@saccounty.net) and include: company name, contact person, email address and phone number.

### PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

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**SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

**RESOLUTION NO. 40 – 2016**

**APPROVING THE PUBLIC TRANSPORTATION MODERNIZATION,  
IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT FUNDING  
REQUESTS IN THE AMOUNT OF \$3,331,277**

**WHEREAS**, the Proposition 1B Transportation Bond program has made funds available under the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA); and

**WHEREAS**, Government Code Section 8879.55 requires that funds made available, upon appropriation of the Legislature, from the PTMISEA be allocated to agencies and transit operators eligible to receive State Transit Assistance funds pursuant to sections 99313 and 99314 of the Public Utility Code (PUC); and

**WHEREAS**, the State Controller's Office released the final available amounts of the PTMISEA funds from the 2014-2015 fiscal year appropriation in the Budget Act of 2014; and

**WHEREAS**, the Guidelines issued by Caltrans require SACOG to identify eligible projects and the sponsoring agency for regional PTMISEA funds; and

**WHEREAS**, in 2008, the SACOG Board approved guidelines for the PTMISEA funds and a list of projects; and

**WHEREAS**, the Yuba-Sutter Transit Authority has requested \$3,331,277 in PTMISEA funding for a bus replacement project to purchase seven (7) heavy duty intercity commuter buses; and

**NOW, THEREFORE BE IT RESOLVED**, that the SACOG Board of Directors hereby authorizes the Executive Director to submit PTMISEA funding applications for these projects, and execute subrecipient funding agreements for the purpose of developing and implementing these projects in the Sacramento region.

**PASSED AND ADOPTED**, this 18th day of August 2016, by the following vote of the Board of Directors:

**AYES:** Directors Butler, Cabaldon, Clerici, Crews, Duran, Frerichs, Hodges, Kennedy, Miklos, Peters, Powers, Saylor, Schenirer, Slowey, Stallard, Suen, Wheeler, Vice-Chair Serna and Chair Rohan

**NOES:**

**ABSTAIN:**

**ABSENT:** Directors Aguiar-Curry, Buckland, Douglass, Flores, Griego, Jankovitz, Johnson, Joiner, Samayoa, Sander, Veerkamp and West



Susan Rohan  
Chair



Mike McKeever  
Chief Executive Officer

AGENDA ITEM IV – D  
STAFF REPORT

**ONE YEAR INDEXED EXTENSION OF THE TRANSDEV SERVICES, INC.  
TRANSIT OPERATIONS AGREEMENT**

Yuba-Sutter Transit's current operating agreement with Transdev Services, Inc. was effective October 1, 2014. The agreement provides for an initial three year term that will expire on September 30, 2017 followed by two option years that can be exercised at the sole discretion of Yuba-Sutter Transit for a maximum five year term through September 2019. Pursuant to the terms and conditions of the agreement, the price formulas during any option year shall be adjusted by applying the percentage year-to-year change (February to February rounded to two decimal places) in a specified consumer price index providing that the adjustment shall not be less than two percent or greater than four percent in any one year. Furthermore, the contractor is to be notified by May 1<sup>st</sup> prior of the decision to exercise an option term.

Attached for Board information are copies of the referenced Consumer Price Index – All Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) shown in both raw numbers and in percentages. While the percentage change is rounded to just one decimal place, the calculation using the raw numbers (243.603 for February 2017 compared to 237.111 for February 2016) results in a change of 2.74 percent when rounded to the required two decimal places. When this percentage adjustment is applied to the current contractual price factors assuming no change in vehicle service hours or the size of the revenue fleet, the maximum contract cost would increase by \$140,721 from \$5,135,808 in year three to \$5,276,529 in year four (October 1, 2017 through September 30, 2018).

Staff is now recommending that the Board conditionally authorize a one year extension of the Transdev Services, Inc. agreement based on the continued satisfactory performance of the contractor and the relatively low percentage change in the contract price compared to the minimum and maximum allowed adjustment percentages. Such authorization would be conditional upon Caltrans concurrence with this extension as required by current funding agreements. Alternatively, the Board could choose to not exercise this first option year and proceed immediately with the development and release of a new Request for Proposals (RFP).

Staff will be prepared at the meeting to discuss this issue in detail.

**RECOMMENDATION:**       Conditionally authorize a one year indexed extension of the existing Transdev Services, Inc. agreement as proposed.

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## CPI-All Urban Consumers (Current Series)

Series Id: CUUR0000SA0  
 Not Seasonally Adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603												

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**CPI-All Urban Consumers (Current Series)  
12-Month Percent Change**

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2007 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	4.2	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.6	-0.1
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	2.8	3.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.3	1.8
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.1	1.5
2017	2.5	2.7												

AGENDA ITEM IV – E  
STAFF REPORT

**CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES DISASTER  
RELIEF GRANT APPLICATION AUTHORIZATION**

Yuba-Sutter Transit incurred direct expenses for disaster response activities related to the Lake Oroville Dam Emergency Spillway Incident during the week of February 12<sup>th</sup> for which the agency is eligible for partial reimbursement. A Designation of Applicant’s Agent Resolution is required for applicants to be eligible to file applications with the California Governor’s Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

The attached resolution designates the Transit Manager and Finance Program Manager to represent Yuba-Sutter Transit for the execution of all required assurances and agreements pertaining to state disaster assistance as required. This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of adoption. Staff has been in contact with the Yuba County Office of Emergency Services and the specific disaster designation for the subject event is expected any day, but the attached resolution is typically required within just a few days of the notice so this action is now being requested to assure timely submission of any and all requests for reimbursement.

Staff will be prepared to discuss this resolution and the related disaster relief activities in detail at the meeting.

**RECOMMENDATION:** Adopt Resolution No. 4-17 authorizing the Transit Manager and the Finance Program Manager to execute all required assurances and agreements pertaining to state disaster assistance on behalf of the Yuba-Sutter Transit Authority.

4-20-17

**YUBA-SUTTER TRANSIT AUTHORITY  
RESOLUTION 4-17**

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE YUBA-SUTTER TRANSIT AUTHORITY  
(Governing Body) (Name of Applicant)

THAT KEITH MARTIN, TRANSIT MANAGER, OR  
(Title of Authorized Agent)

SIMONE REED, CPA, FINANCE PROGRAM MANAGER, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Yuba-Sutter Transit Authority, a public entity  
(Name of Applicant)  
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Yuba-Sutter Transit Authority, a public entity established under the laws of the State of California,  
(Name of Applicant)  
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 20th day of April, 2017

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Sandra Anderson, duly appointed and Clerk of the Board of  
(Name) (Title)  
Yuba-Sutter Transit Authority, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Yuba-Sutter Transit Authority  
(Governing Body) (Name of Applicant)

on the 20 day of April, 2017.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)