



## MEETING NOTICE & AGENDA

**DATE:** Thursday, November 16, 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, Didbal (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 October 19, 2017. (Attachment)
- B. Disbursement List for October 2017. (Attachment)
- C. Monthly Performance Report for October 2017. (Attachment)

### IV. **Reports**

- A. **Commuter Bus Purchase Contract Award.** (Attachment)

RECOMMENDATION: Authorize the execution of a purchase agreement with MCI and the order of seven replacement commuter buses as proposed.

- B. **State of Good Repair (SGR) Program.** Review and authorization consideration to submit a list of projects for the FY 2017-18 State of Good Repair funding program under the California Road Repair and Accountability Act of 2017 (SB 1). (Attachment)

RECOMMENDATION: Approve the submittal of Yuba-Sutter Transit's FY 2017-18 SGR Project List as proposed or amended; and,

Adopt Resolution No. 11-17 authorizing execution of the SGR related Certifications and Assurances including the designation of the Transit Manager as the Authorized Agent.

**C. First Quarter Performance Report for FY 2017-18. (Attachment)**

RECOMMENDATION: Information only

**D. Project & Program Updates.**

1. Sikh Parade Shuttle Report
2. FRAQMD Finance Committee Project Recommendations
3. Upcoming Holiday Office Schedule

RECOMMENDATION: Information only.

**V. Correspondence/Information**

**VI. Other Business**

**VII. Adjournment**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, DECEMBER 21, 2017  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

## AGENDA ITEM III – A

### YUBA-SUTTER TRANSIT AUTHORITY MEETING MINUTES OCTOBER 19, 2017

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

Director Whitmore as the Vice-Chair called the meeting to order at 4:00 p.m.

Present: Cardoza, Cleveland (for Didbal), Fletcher, Leahy, McKenzie (for Pedigo), Sullenger, Whiteaker, and Whitmore (Vice-Chair)

Absent: Didbal (Chair), and Pedigo

Director Whitmore presented Keith Martin with a plaque recognizing 30 years of service as Transit Manager for the Yuba-Sutter Transit Authority. Director Cleveland then presented a resolution recognizing the same on behalf of the City Council of the City of Yuba City.

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

None

#### **III. Consent Calendar**

Director Fletcher made a motion to approve the consent calendar. Director Whiteaker seconded the motion and the motioned carried with Director Munger abstaining.

#### **IV. Reports**

At the request of staff, Director Leahy made a motion to include an off-agenda item regarding a Yuba County application under the Caltrans Adaptation Planning Grant Program as the need to take action was not known until after the agenda had been posted. Director Whiteaker seconded the motion and it carried unanimously.

#### **Off-Agenda Item: Caltrans Adaptation Planning Grant Application**

Martin stated that the Yuba County Public Works Department is planning to submit an application under the Caltrans Adaptation Planning Grant Program and has asked Yuba-Sutter Transit to become a sub-applicant. The application is due tomorrow, October 20, 2017. Martin introduced Adam Hansen, Yuba-Sutter Transit Planning Program Manager who gave a quick overview of the project which will primarily address drainage issues in that county which would potentially impact specific bus stops. Yuba-Sutter Transit's only financial commitment for this project will be a small amount of staff time as no cash contribution will be required.

Director Whiteaker made a motion to authorize execution as a sub-applicant on the Yuba County Transportation and Transit Adaptation Planning Project. Director Leahy seconded the motion and it carried unanimously.

A. **Draft Yuba-Sutter Transit Passenger Policies & Procedures.**

Martin stated that the Board reviewed draft Passenger Policies & Procedures at the August meeting at which time staff was directed to release it for public input. That review period is now complete and the proposed policies and procedures that are now being recommended for approval are essentially unchanged from the previous version except for the addition of language to address the use of strong fragrances. Martin noted again that the proposed policies and procedures are generally consistent with those of other transit systems.

Director Whitmore asked how many violent incidents occur on the bus each year. Martin responded that such incidents are rare, but there are probably two or three a year. Director Cleveland inquired as to how the new policies and procedures would be communicated to the public suggesting that a condensed version be posted on the buses. Martin responded that staff is planning to develop a bullet point summary for that purpose.

Director Whiteaker made a motion to adopt the Passenger Policies & Procedures as proposed. Director Cleveland seconded the motion and it carried unanimously.

B. **State of Good Repair Program.**

Martin stated that State of Good Repair (SGR) Program is a new funding source under the recently approved Road Repair and Accountability Act of 2017 (SB 1) that will provide \$105 million annually to transit operators statewide for eligible transit maintenance, rehabilitation and capital projects. Martin added these funds will be managed through Caltrans with an initial list of projects due to SACOG by December 14, 2017 to meet the Caltrans submittal deadline of January 31, 2018.

Martin continued to state that eligible projects fall into three major areas that are listed in the formal draft guidelines that were included in the Board packet and staff has included a list of example projects under the main project categories in the staff report. Based on a preliminary staff calculation, Yuba-Sutter Transit is expected to be eligible for about \$190,000 annually from this program. Martin invited Board input on the project list, but noted that a full recommendation will be brought to the November meeting for Board consideration.

Director Whiteaker made a motion to direct staff to continue and bring back to the board a full recommendation next month. Director McKenzie seconded the motion and it carried unanimously.

C. **Connect Card Implementation Update.**

Martin highlighted the recent minor revisions to the attached Connect Card implementation schedule. The most significant of these changes is the ending of paper monthly pass sales in our retail outlets after December though paper passes will still be available at the Yuba-Sutter Transit office. He continued that the transition has been going smoothly with Yuba-Sutter Transit being the second most active of the nine participating systems after the Sacramento Regional Transit District. Martin added that Connect Cards can now be loaded at the Yuba and Sutter County Libraries and the Yuba College book store as well as at the administrative office.

#### **D. Project & Program Updates.**

##### 1. Annual Unmet Transit Needs Hearing Results

The Annual Unmet Transit Needs Hearing was held on October 11<sup>th</sup> with little public input no unmet needs that were reasonable to meet.

##### 2. North Beale Road Corridor Enhancement Project

Martin reported that the Yuba County enhancement project is continuing on North Beale Road between Avondale Avenue and Hamilton-Smartsville Road. This project will result in improvements to four bus stops with the most notable being to the westbound stop at Lowe Avenue near the Beale Star Apartments. Martin noted that Yuba-Sutter Transit is contributing about \$250,000 from Federal sources towards this project.

##### 3. Sikh Parade Shuttle (Sunday, November 5<sup>th</sup>)

Martin stated that Yuba-Sutter Transit will be operating a non-stop off-site parking shuttle service between River Valley High School and the intersection of Hooper and True Roads from approximately 8:00 a.m. to 6:00 p.m. In recent years, this service has had about 30,000 or more passenger boardings.

Mr. Pamma of the Tierra Buena Sikh Temple made a request for regularly scheduled service to the Temple from various locations in Yuba City specifically for the elderly and persons with disabilities. Director Whiteaker responded that everything depends on ridership and Martin asked Mr. Pamma to provide his contact information to staff so they could follow-up with him. Martin noted that this was brought up at a meeting a couple of months ago and that staff had provided Dial-A-Ride service information which is available for eligible persons. Mr. Pamma responded that a lot of people are not aware of the Dial-A-Ride service. Director Whiteaker suggested some outreaches in Punjabi to make the community aware of what is available. Director Cleveland suggested having radio announcements on the Punjabi speaking radio broadcast.

##### 4. Foothill Shuttle Service

Martin stated Yuba-Sutter Transit has been providing a shuttle service from Loma Rica to the Yuba County Government Center for the fire victims to attend the three day Resource Center that will end on Friday. He added that the regular Foothill Route was suspended for three service days last week due to the fire.

##### 5. December Board Meeting Schedule

Noting that the December meeting is scheduled for December 21<sup>st</sup>, Martin asked if any of the Board members had a conflict with that date. There was none so the meeting will be held as scheduled.

#### **V. Correspondence/Information**

None

**VI. Other Business**

Director Cardoza mentioned that the last meal for the fire evacuees was served this morning at the Fair Grounds in Yuba City.

**VIII. Adjournment**

The meeting was adjourned at 4:40 p.m.

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, NOVEMBER 16, 2017  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

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

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 7,745.35	PERS HEALTH	HEALTH INSURANCE
EFT	\$ 1,596.38	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE
EFT	\$ 301.94	CALIFORNIA WATER SERVICE	WATER
EFT	\$ 38.04	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION
EFT	\$ 1,306.63	PG&E	ELECTRIC
EFT	\$ 3,088.43	PG&E	ELECTRIC #2
EFT	\$ 35.90	PG&E	GAS
EFT	\$ 201.51	ATT - SECURITY LINE	SECURITY LINE - OCTOBER
EFT	\$ 76.83	AT&T - UVERSE	INTERNET OCTOBER
EFT	\$ 806.08	TPX COMMUNICATIONS	TELEPHONE OCTOBER
EFT	\$ 112.70	UTILITY MANAGEMENT SERVICES	SEWER
EFT	\$ 300.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 214.58	CARDMEMBER SERVICES	RABOBANK CREDIT CARD
EFT	\$ 136.69	ELAVON	MERCHANT SERVICE FEE - OCTOBER
EFT	\$ 151.15	PRIMEPAY	PAYROLL FEE
EFT	\$ 34,468.88	PAYROLL	PAYROLL
15716	\$ 231.14	ADAM HANSEN	1ST QTR REIMBURSEMENTS
15717	\$ 267.74	ADVANCED DOCUMENT CONCEPTS	COPY MACHINE AUGUST
15718	\$ 175.00	ALL SEASONS TREE & TURF CARE	LANDSCAPING MAINTENANCE
15719	\$ 18,214.66	BOYETT PETROLEUM	BUS FUEL
15720	\$ 50.00	DALE WHITEMORE	BOARD MEETING 9/21
15721	\$ 17,285.39	HUNT & SONS INC.	BUS FUEL
15722	\$ 8.56	ISABELLE MARKOE	1ST QTR REIMBURSEMENTS
15723	\$ 106.30	KEITH MARTIN	1ST QTR REIMBURSEMENTS
15724	\$ 50.00	LARRY MUNGER	BOARD MEETING 9/21
15725	\$ 50.00	MANNY CARDOZA	BOARD MEETING 9/21
15726	\$ 4,940.33	MR. SECURITY CAMERA, INC.	SERVICE CAMERAS AT MCGOWAN & PLUMAS LAKE P&R
15727	\$ 288.07	QUICK'S GLASS SERVICE, INC.	REPLACED GLASS AT SHELTER
15728	\$ 186.13	QUILL CORPORATION	JANITORIAL SUPPLIES
15729	\$ 1,100.00	R.C. JANITORIAL SERVICE	JANITORIAL SERVICE
15730	\$ 50.00	RANDY FLETCHER	BOARD MEETING 9/21
15731	\$ 50.00	RON SULLENGER	BOARD MEETING 9/21
15732	\$ 330.00	SACRAMENTO REGIONAL TRANSIT	BUS PASSES
15733	\$ 62.06	SANDRA ANDERSON	1ST QTR REIMBURSEMENTS
15734	\$ 23.27	SIMONE REED	1ST QTR REIMBURSEMENTS
15735	\$ 50.00	STANLEY CLEVELAND	BOARD MEETING 9/21
15736	\$ 309.04	STAPLES CREDIT PLAN	OFFICE SUPPLIES
15737	\$ 584.25	STATE COMPENSATION INSURANCE FUND	STATE COMPENSATION
15738	\$ 169.65	SUTTER COUNTY LIBRARY	SEPTEMBER COMMISSION
15739	\$ 25.00	WILLIAM E. LEWIS	BIKE LOCKER DEPOSIT RETURN
15740		VOID	
15741	\$ 35.91	AT&T	FIRE LINE
15742	\$ 5,536.25	AECOM TECHNICAL SERVICES, INC.	CORRIDOR ENHANCEMENT PROJECT
15743	\$ 782.92	APPEAL DEMOCRAT	ADVERTISING - PUBLIC MEETING
15744	\$ 415.00	CALIFORNIA TRANSIT ASSOCIATION	FALL CONFERENCE REGISTRATION
15745	\$ 50.00	DALE WHITMORE	BOARD MEETING 10/20
15746	\$ 450.00	DIGITAL DEPLOYMENT	WEBSERVICES - OCTOBER
15747	\$ 16,914.96	HUNT & SONS INC.	BUS FUEL
15748	\$ 17,444.06	INTERSTATE OIL COMPANY	BUS FUEL
15749	\$ 50.00	JIM WHITEAKER	BOARD MEETING 10/20
15750	\$ 50.00	MANNY CARDOZA	BOARD MEETING 10/20
15751	\$ 50.00	MICHAEL LEAHY	BOARD MEETING 10/20
15752	\$ 1,003.77	QU. EST	MAINTENANCE OF BUS STOPS/SHELTERS
15753	\$ 50.00	RANDY FLETCHER	BOARD MEETING 10/20
15754	\$ 2,577.80	RICH, FUIDGE, LANE & BORDSEN, INC.	LEGAL SERVICES
15755	\$ 50.00	RON SULLENGER	BOARD MEETING 10/20

15756	\$	45.00	SHELBY'S PEST CONTROL	PEST CONTROL
15757	\$	50.00	STANLEY CLEVELAND	BOARD MEETING 10/20
15758	\$	446.97	STANLEY SECURITY SOLUTIONS, INC.	SECURITY SERVICES
15759	\$	740.42	STATE BOARD OF EQUALIZATION	BUS FUEL TAXES
15760	\$	50.00	STEPHANIE MCKENZIE	BOARD MEETING 10/20
15761	\$	384.29	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE
15762	\$	62.44	VERIZON	CONNECT CARD WIRELESS
15763	\$	43.68	YUBA COUNTY LIBRARY	SEPTEMBER COMMISSION
	\$	<u>142,471.15</u>		

**LAIF  
TRANSFERS**

NO LAIF TRANSFERS

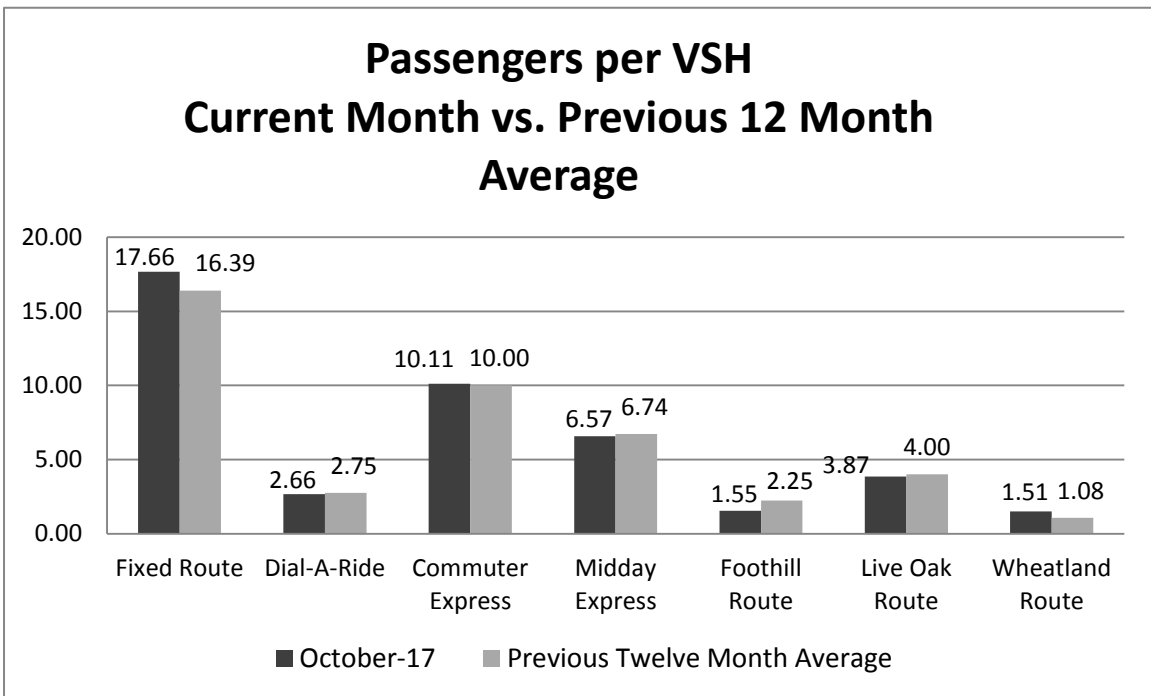
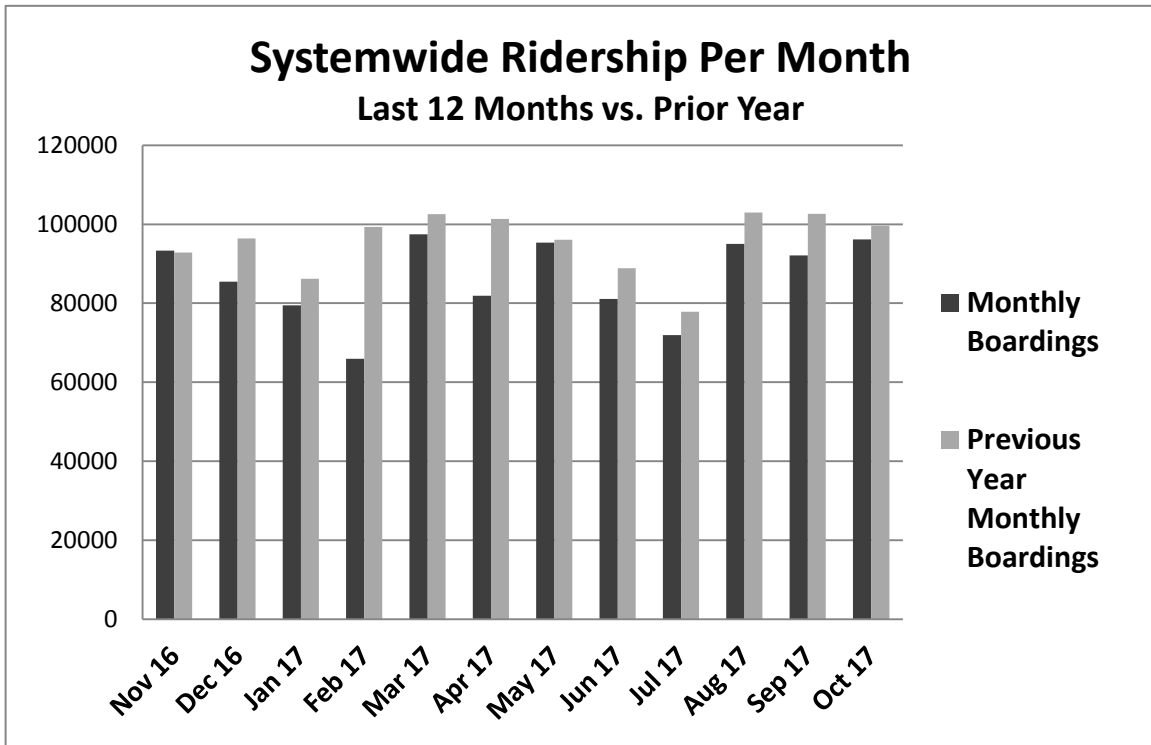


## AGENDA ITEM III - C

### OCTOBER 2017 PERFORMANCE REPORT

<b>Ridership:</b>	<b>October-17</b>	<b>Previous Twelve Month Average</b>	<b>Fiscal YTD</b>	<b>Previous Fiscal YTD</b>
Fixed Route	78,017	69,618	285,517	312,412
Dial-A-Ride	5,922	5,637	23,267	23,420
Commuter Express	10,666	9,770	40,029	40,882
Midday Express	1,107	1,026	4,232	4,243
Foothill Route	99	184	721	565
Live Oak Route	313	283	1,229	1,390
Wheatland Route	69	41	200	268
<b>Total Ridership:</b>	<b>96,193</b>	<b>86,559</b>	<b>355,195</b>	<b>383,180</b>
<b>Vehicle Service Hours:</b>				
Fixed Route	4,417.71	4,248.46	17,407.90	17,471.30
Dial-A-Ride	2,223.08	2,050.11	8,630.17	8,373.04
Commuter Express	1,055.08	976.83	3,997.82	3,962.13
Midday Express	168.60	152.30	650.00	626.95
Foothill Route	64.01	81.90	310.50	327.50
Live Oak Route	80.93	70.82	297.47	302.13
Wheatland Route	45.79	37.65	163.51	166.81
<b>Total VSH's:</b>	<b>8,055.20</b>	<b>7,618.07</b>	<b>31,457.37</b>	<b>31,229.86</b>
<b>Passengers Per Hour:</b>				
Fixed Route	17.66	16.39	16.40	17.88
Dial-A-Ride	2.66	2.75	2.70	2.80
Commuter Express	10.11	10.00	10.01	10.32
Midday Express	6.57	6.74	6.51	6.77
Foothill Route	1.55	2.25	2.32	1.73
Live Oak Route	3.87	4.00	4.13	4.60
Wheatland Route	1.51	1.08	1.22	1.61
<b>Total Passengers Per VSH:</b>	<b>11.94</b>	<b>11.36</b>	<b>11.29</b>	<b>12.27</b>

## OCTOBER 2017 PERFORMANCE REPORT



AGENDA ITEM IV – A  
STAFF REPORT

**COMMUTER BUS PURCHASE CONTRACT AWARD**

**SUMMARY**

In June 2016, the Board of Directors authorized Yuba-Sutter Transit’s participation in a three-party joint procurement Memorandum of Understanding (MOU) with the City of Fairfield and the El Dorado County Transit Authority for the purchase of seven replacement commuter buses. This solicitation process, which was conducted in accordance with Federal procurement requirements, was managed by the City of Fairfield as the lead agency. Proposals were received on June 21, 2017 from two vendors, Motor Coach Industries (MCI) and Prevost Car (Prevost), and staff is now recommending the award of a purchase contract to MCI for seven commuter buses at a base price of \$492,640 each before any options and the applicable sales tax. The maximum cost of this contract including all options, warranties, taxes and vehicle inspections shall not exceed the budgeted amount of \$625,000 each for a total not to exceed \$4,375,000.

**BACKGROUND**

The replacement of Yuba-Sutter Transit’s seven oldest commuter buses (six 2006 models and one 2007 model) is now scheduled for FY 2018. These medium-duty 35’ 41 passenger Blue Bird buses have not been manufactured since 2007 and they are no longer supported by any manufacturer making their current operation problematic so continued operation beyond their useful design life of 10 years or 350,000 miles would be extremely risky. Because no medium duty commuter buses have been available in the market since 2007, Yuba-Sutter Transit’s commuter bus replacement and expansion purchases in 2010 and 2012 were for a combined total of six high-floor, heavy-duty, high-capacity over-the-road buses.

The existing capital plan has identified and programmed the necessary funding from State and Federal sources to replace the remaining seven commuter buses with buses similar to what Yuba-Sutter Transit purchased in both 2010 and 2012. Those buses were purchased through a joint procurement process that was conducted by the Yolo County Transportation District (Yolobus) and a similar process has been used for this next procurement. The maximum budget for this purchase has been set at \$4,375,000 or \$625,000 per bus and the funding package has been fully secured from the sources shown below.

State Proposition 1B (PTMISEA) Funding	\$3,389,487
Federal Section 5311 Funding	526,573
Federal Section 5339 Funding	<u>458,940</u>
	\$4,375,000

The Request for Proposals (RFP) that was developed for this joint procurement process was for a contract term of five years for the initial purchase of 17 clean-diesel commuter buses with options for up to 9 additional buses all of a similar type and size to what Yuba-Sutter Transit now operates (45’ in length with a seating capacity of up to 57 passengers). The base purchase

included Yuba-Sutter Transit’s seven replacement buses with an option for up to three additional buses over the term of the agreement. While Yuba-Sutter Transit has no plans to expand the commuter bus fleet beyond the current 13 units, the purchase of seven larger replacement buses would expand the total seating capacity of this fleet by almost 18 percent (equal to two additional 57 passenger buses) which would still be able to accommodate a significant amount of ridership growth over the next five years.

Responses to the RFP were received from Motor Coach Industries (MCI) and Prevost Car a division of Prevost Car (US), Inc. (Prevost). The proposals were reviewed and evaluated by representatives of the three participating agencies using a combination of technical and pricing factors. The submitted proposals were ranked as follows:

<u>Vendor</u>	<u>Total Points</u>	<u>Base Unit Price</u>
Motor Coach Industries	94	\$492,640
Prevost Car	85	\$592,412

Based on the higher point total and the lower base unit price, staff is recommending the award of this purchase contract to MCI. Pursuant to Federal purchasing requirements, staff has also confirmed that MCI is not on the list of debarred bidders. The total cost of the seven Yuba-Sutter Transit replacement commuter buses shall not exceed the amount budgeted. If awarded as proposed, based on the MCI proposal, delivery of the seven replacement buses would be expected to occur in the summer of 2018. As an alternative, the Board could choose to not award this contract and pursue an alternate procurement process, but doing so is not recommended because the earliest possible replacement of the Blue Bird buses is essential due to their chronic unreliability and frequent in-service failures. For this reason, the Board is now being requested to authorize the execution of the attached three-party purchase agreement and the order of seven replacement commuter buses at a cost not to exceed \$625,000 each for a total cost not to exceed \$4,375,000 including all options, warranties, taxes and vehicle inspections.

Staff will be prepared at the meeting to discuss this recommendation and the specifics of this project in detail.

**RECOMMENDATION:** Authorize the execution of a purchase agreement with MCI and the order of seven replacement commuter buses as proposed.

**AGREEMENT No. CITY 2017-100**

(Acquisition for Purchase of 45-Foot Low Emission Diesel (LED) Commuter Coaches)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the CITY OF FAIRFIELD, a California municipal corporation, created pursuant to the laws of the State of California ("CITY" OR "Lead Procuring Agency"), Yuba-Sutter Transit, a Joint Powers Authority ("YST", a "Procuring Agency" herein), El Dorado County Transit Authority, a Joint Powers Authority of the City of Placerville and the County of El Dorado County ("EDT" or "El Dorado Transit", a "Procuring Agency" herein), and Motor Coach Industries, Inc, a Delaware corporation ("CONTRACTOR"). CITY, Yuba-Sutter Transit, and El Dorado County Transit Authority are collectively referred to herein as the Procuring Agencies.

**RECITALS**

**WHEREAS**, CITY, as Lead Procuring Agency, circulated and distributed a request for proposals ("RFP") for purchase in various quantities of 45-foot Low Emission Diesel type Commuter Coaches, a copy which is attached herein as Exhibit 1; and

**WHEREAS**, CONTRACTOR submitted a proposal to supply 45-foot Low Emission Diesel Commuter Coaches, a copy which is attached herein as Exhibit 3; and

**WHEREAS**, CONTRACTOR has represented and warrants to the Procuring Agencies that it has the necessary training, experience, expertise, physical manufacturing capacity and staff competency to provide the services, goods and materials that are described in this Contract, at a cost to the Procuring Agencies as herein specified and that it will be able to perform the herein described services to the Procuring Agencies by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions; and

**WHEREAS**, CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is excluded or debarred from participating in or being paid for participation in any federal or state program; and

**WHEREAS**, CONTRACTOR further represents and warrants that no conditions or events now exist which give rise to CONTRACTOR, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any federal or state program; and

**WHEREAS**, CONTRACTOR understands that the Procuring Agencies are relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions herein contained, the Procuring Agencies and CONTRACTOR hereby agree as follows:

## ARTICLE 1. SCOPE OF WORK

This Contract is entered into for purposes of a joint procurement, as more particularly described in Section 2.2.4.3 of the RFP (Exhibit 1) hereof. As described in that Section, CITY will serve as the Lead Procuring Agency for the procurement of Low Emission Diesel Commuter Coaches by the three (3) Procuring Agencies: CITY, Yuba-Sutter Transit, and El Dorado County Transit Authority.

Subject to the terms and conditions set forth herein, CONTRACTOR shall supply the Procuring Agencies with the Commuter Coach vehicles pursuant to Section 5, Technical Performance Specifications, as well as all relevant manuals, and operator and maintainer training and all other services, materials and equipment as set forth in the Contract Documents in a manner satisfactory to CITY's City Manager or designee (collectively "CITY's City Manager"). CONTRACTOR shall not commence work under this Contract until a written Notice to Proceed is issued by CITY.

## ARTICLE 2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

1. This Agreement;
2. Exhibit 1 – RFP NUMBER 2017-100, RFP TITLE: JOINT AGENCY PROCUREMENT FOR OVER THE ROAD COMMUTER COACHES;
3. Exhibit 2 - CERTIFICATION NO. 14; Section 1.1.5.24 – Addenda(s) No. 1, 2, and 3 to CITY's Request for Proposals for various quantities of Low Emission Diesel Commuter Coaches;
4. Exhibit 3 - Section 1.1.5.27 CONTRACTOR's Offer; dated June 20, 2017;
5. Exhibit 4 - Insurance Certificate;
6. Exhibit 5 - Section 1.1.5.29, and Exhibit 6 - Section 1.1.5.30 – CONTRACTOR's Price Proposal Sheets dated June 20, 2017; and
7. Exhibit 7 - CONTRACTOR's Clarification to Proposal Letter dated July 28, 2017.

All of the Exhibits mentioned in this Article 2 are attached and are herein incorporated. This Agreement and the other Exhibits mentioned in this Article 2 constitute the entire Contractual Agreement between the parties. In the event of any conflict between any of the provisions of this Agreement and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for the Procuring Agencies' benefit shall prevail.

## ARTICLE 3. TERM OF CONTRACT

CONTRACTOR shall perform the services under this Contract for a term of one (1) year beginning January 3, 2018 and ending January 2, 2019, with four (4) one (1) year options to extend the period of performance through January 2, 2023, unless sooner terminated as hereinafter provided. The option periods, if exercised, shall be exercised by written notice from the Lead Procuring Agency.



#### ARTICLE 4. TOTAL CONSIDERATION

A. The total consideration payable to CONTRACTOR under this Contract by the Procuring Agencies for the Base Order of:

1. Seventeen (17) Diesel Commuter Coaches (5 for CITY, 7 for Yuba-Sutter Transit (YST), 5 for El Dorado County Transit Authority (EDT));
2. Vehicle deliveries shall be to the respective Procuring Agencies; and
3. Provision of all requisite manuals and all operator/maintainer training for each vehicle ordered placed by CITY and participating procuring agencies;

shall not exceed the sum of \$8,374,880 (\$492,640 per coach) plus any option items selected, and the applicable California state and local sales taxes. The sum of \$8,374,880 represents \$2,463,200 payable by CITY, \$3,448,480 payable by YST, and \$2,463,200 payable by EDT.

#### OPTION ORDERS:

B. The total consideration payable to CONTRACTOR under this Contract by CITY for the potential CITY Option Order of four (4) Low Emission Diesel Commuter Coaches, delivery, manuals and training shall not exceed the sum of \$1,970,560 (\$492,640 per coach), plus any option items selected, plus any escalation (not to exceed 5%) which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category WPU 1413 "Transportation Equipment, Truck and Bus Bodies", and applicable California state and local sales taxes.

C. The total consideration payable to CONTRACTOR under this Contract by "YST" for the potential YST Option Order of three (3) Low Emission Diesel Commuter Coaches, delivery manuals and all training shall not exceed the sum of \$1,477,920 (\$492,640 per coach), plus any option items selected, plus any escalation (not to exceed 5%) which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category WPU 1413 "Transportation Equipment, Truck and Bus Bodies", and applicable California state and local sales taxes.

D. The total consideration payable to CONTRACTOR under this Contract by "EDT", for the potential EDT Option Order of two (2) Low Emission Diesel Commuter Coaches, delivery, manuals and all training shall not exceed the sum of \$985,280 (\$492,640 per coach), plus any option items selected, plus any escalation (not to exceed 5%) which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category WPU 1413 "Transportation Equipment, Truck and Bus Bodies", and applicable California state and local sales taxes.

E. Subject to available funding, the total consideration CITY and the other Procuring Agencies shall pay to CONTRACTOR for delivery of the total Option Order Commuter Coaches under this Contract, delivery of manuals and operator and maintainer training sessions shall not exceed the sum of \$4,433,760 (\$492,640 per coach), plus any option items selected, plus any escalation (not to exceed 5%) which will be calculated based on the U.S. Department of Labor/Bureau of Labor



Statistics Producer Price Index ("PPI") Category WPU 1413 "Transportation Equipment, Truck and Bus Bodies", and applicable California state and local sales taxes.

The total Contract Consideration for all Coaches, delivery, manuals and operator and maintainer training sessions payable to CONTRACTOR under this Contract shall not exceed \$12,808,640 (\$492,640 per coach), plus any option items selected, plus any escalation (not to exceed 5%) which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category WPU 1413 "Transportation Equipment, Truck and Bus Bodies", and applicable California state and local sales taxes.

#### ARTICLE 5. METHOD OF PAYMENT

- A. In accordance with the terms and conditions of this Contract, each Procuring Agency shall pay CONTRACTOR for the Commuter Coaches purchased by that Procuring Agency, upon delivery and acceptance by the Procuring Agency in accordance with the unit prices set out in the Pricing Schedule (Exhibits 5) and subject to the limitation of the total Contract Consideration payable to CONTRACTOR as set out in Article 4. Such payment shall be the full compensation for all costs and expenses of completing the Work in accordance with the Contract Documents, including but not limited to, manuals, training and all labor and materials required, overhead, expenses, storage and shipping, risks and obligations, fees and profit, and any unforeseen costs.
- B. All payments will be made as provided herein, less withholding of two percent (2%) plus any additional monies withheld as provided below, and less any amounts for liquidated damages in accordance with Section 2.3.4 of the RFP (Exhibit 1). Each Procuring Agency will make payments for its respective Base Order and Option Order Commuter Coaches, at the unit prices itemized in CONTRACTOR's Pricing Schedule (Exhibit 5) within thirty (30) calendar days after the delivery and acceptance of each Coach and receipt of a proper invoice, whichever date is later. If the Procuring Agency determines that CONTRACTOR has improperly invoiced an item, including, without limitation, invoicing an item that has not been accepted or with an incorrect amount, the Procuring Agency may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented and sent to CONTRACTOR within thirty (30) days after receipt of an invoice by the Procuring Agency and a sequential reference number shall be assigned to each deduction. In addition, the Procuring Agency may withhold payment, in whole or in part, to such extent as may be reasonably necessary in the Procuring Agency's opinion to protect against losses because the Procuring Agency determines that one or more of the following conditions exist:
1. Defective Work is not remedied;
  2. Third party claims are filed against the Procuring Agency, or there is reasonable evidence indicating the probability of filing such claims;
  3. Failure of CONTRACTOR to make payments properly to Subcontractors or Suppliers;
  4. CONTRACTOR has caused damage to the Procuring Agency, or to another contractor's person or property;



5. Liquidated damages are assessed by the Procuring Agency; or
  6. Persistent failure by CONTRACTOR to carry out the Work In accordance with the Contract Documents.
- C. If a Coach does not meet all of the requirements under this Contract for acceptance, the Procuring Agency, at its sole discretion, may "conditionally accept" the Coach and place it into revenue service pending receipt of CONTRACTOR furnished materials and/or labor necessary to correct the problem to permit acceptance of the Coach. For any conditionally accepted Coach, the payment owed will be reduced by an amount to be withheld equal to twice the estimated cost for parts and labor for corrective action as determined by the Procuring Agency. The amount withheld will be paid within thirty (30) days after completion of the corrective action by CONTRACTOR and receipt of a proper invoice, whichever date is later.
- D. The Procuring Agency will make final payment for the amount of withholding for all Coaches and/or spare parts within thirty (30) calendar days after acceptance of all Coaches and spare parts due to that Procuring Agency, and receipt of a final proper invoice, subject to the following conditions:
1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by this Contract and completion of all required training has occurred; and
  2. Withholding due to any of the reasons set out in paragraphs C and/or D, above, have been remedied to the Procuring Agency's satisfaction.
- E. Unless otherwise agreed, payment against invoice shall be delivered by first class mail through the facilities of the U.S. Postal Service, postage prepaid, addressed to the applicable party in the manner set forth in Article 7. Payment against invoice shall be deemed to be made in California, in the County in which the headquarters of the applicable Procuring Party is located, whether or not payment is addressed to a different location or delivered in another manner.
- F. No Procuring Agency shall be responsible for the payment obligations of any other Procuring Agency.

#### ARTICLE 6. CONTRACTOR'S RESPONSIBILITY

- A. CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. CONTRACTOR agrees not to disclose information identified by a Procuring Agency as proprietary to third parties, unless approved in advance by the Procuring Agency or required by law.
- B. No Procuring Agency shall be held liable or responsible for the maintenance and/or safety of CONTRACTOR's equipment or supplies placed upon the Procuring Agency's property in accordance with this Contract. CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

- C. CONTRACTOR shall pay all taxes, except for sales, use, transaction and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of this Contract.

#### ARTICLE 7. COMMUNICATIONS

All notices and other communications under this Contract shall be in writing and shall be deemed to have been duly given: (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the earlier of actual receipt or the second BUSINESS day following deposit in the United States mail, postage prepaid. Notices and other communications shall be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, or its address from time to time by giving written notice to the other party of such change at least fifteen (15) calendar days prior to the effective date of the change.

CITY: City of Fairfield  
2000 Cadenasso Drive  
Fairfield, California, 94533  
Attention: Nigel Browne  
Telephone: (707) 434-3806

YST: Yuba-Sutter Transit  
2100 B Street  
Marysville, CA 95901  
Attention: Keith Martin  
Telephone: (530) 634-6880

EDT: El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619  
Attention: Mindy Jackson  
Telephone: (530) 642-5383

CONTRACTOR: Motor Coach Industries, Inc.  
200 East Oakton Street  
Des Plaines, Illinois, 60018  
Attention: Bruce Wiebe  
Telephone: (847) 285-2354

#### ARTICLE 8. WAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

#### ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

The provisions of Sections 2.2.4.3 and 2.2.4.4 of the RFP (Exhibit 1) shall apply.



ARTICLE 10. SUCCESSORS AND ASSIGNS

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

ARTICLE 11. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between any Procuring Agency and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of any of the Procuring Agencies. CONTRACTOR hereby indemnifies and holds each Procuring Agency harmless from any and all claims that may be made against that Procuring Agency, based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract or any services provided pursuant to this Contract.
- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of any Procuring Agency in any capacity whatsoever as an agent or to bind a Procuring Agency to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by federal and state laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

ARTICLE 12. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the Superior Court of the County of Solano.

ARTICLE 13. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

ARTICLE 14. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

ARTICLE 15. TERMINATION OF CONTRACT, DISPUTES, AND LITIGATION

The provisions of Section 2.2.6, 2.2.7, and 2.2.8 of the RFP (Exhibit 1) shall apply to this Contract.

Paragraphs D, E, F, and G of Section 2.2.7 are hereby revised to read as follows:



"D. Mediation/Arbitration

1. If the parties mutually agree to arbitration, any dispute or claim in law or equity between a Procuring Agency and CONTRACTOR arising out of this Contract, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the Judicial Arbitration and Mediation Services, Inc. (JAMS) office nearest Fairfield, California for mediation. Each party shall provide the other with a list of four (4) mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. All conferences shall take place within fifty (50) miles of Fairfield, California. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, the JAMS arbitration administrator will choose a mediator from the remaining names. All mediation proceedings shall be without prejudice and the cost of the proceedings shall be shared equally by the parties. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution, then the mediation will be terminated and each party may pursue all remedies available to it at law or in equity except as specifically limited elsewhere in this Contract.

2. If the parties mutually agree, any dispute or claim in law or equity between a Procuring Agency and CONTRACTOR arising out of this Contract which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. All arbitration sessions shall take place within fifty (50) miles of Fairfield, California. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to arbitration may agree in writing to use different rules and/or arbitrators.

E. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by a Procuring Agency or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be mutually agreed in writing.

F. The rights afforded to a Procuring Agency in Sections 2.2.6 and 2.2.7 shall be in addition to any other rights provided by law or set forth in this Contract. A Procuring Agency may exercise any or all of such rights which individually or conjunctively will totally compensate a Procuring Agency for the damages suffered by a Procuring Agency resulting from the default of CONTRACTOR.

G. If a Procuring Agency elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by a Procuring Agency shall not limit the Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract."



ARTICLE 16. GRATUITIES, CONTINGENT FEES AND CONFLICTS OF INTERESTS

The provisions of Section 2.2.11 of the RFP (Exhibit 1) shall apply to this Contract.

ARTICLE 17. DELIVERY AND TITLE

The provisions of Section 2.3 of the RFP (Exhibit 1) shall apply to this Contract.

ARTICLE 18. LIQUIDATED DAMAGES

The provisions of Section 2.3.4 of the RFP (Exhibit 1) shall apply to this Contract.

ARTICLE 19. SERVICE, TRAINING, AND PARTS

The provisions of Section 2.5 of the RFP (Exhibit 1) shall apply to this Contract.

ARTICLE 20. AUDIT AND INSPECTION OF RECORDS

The provisions of Section 2.6 of the RFP (Exhibit 1) shall apply to this Contract.

ARTICLE 21. RISK

The provisions of Section 2.7 of the RFP (Exhibit 1), including but not limited to, the insurance, indemnification, and survivability provisions, shall apply to this Contract.

ARTICLE 22. FEDERAL REQUIREMENTS

The provisions of Section 2.8, 2.9, 2.10, and 2.12 of the RFP (Exhibit 1) shall apply to this Contract.

ARTICLE 23. STATE REQUIREMENTS

The provisions of Section 2.11 of the RFP (Exhibit 1) shall apply to this Contract.

ARTICLE 24. SEVERABILITY

If any provision of this Contract is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall continue in full force and effect.

ARTICLE 25. AMENDMENT

This Contract may only be amended in writing signed by each Procuring Agency and CONTRACTOR, and any other purported amendment shall be of no force or effect.

ARTICLE 26. WARRANTY OF AUTHORITY

The person executing this Contract on behalf of CONTRACTOR affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of CONTRACTOR and to bind CONTRACTOR to the terms, covenants and conditions of this Contract. Both the person executing this

Contract on behalf of CONTRACTOR and CONTRACTOR understand that the Procuring Agencies are relying on this representation in entering into this Contract.

ARTICLE 27. ENTIRE AGREEMENT

This Contract, including any and all Exhibits, constitutes the entire agreement between the Procuring Agencies and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. The parties have each carefully reviewed this Contract and have agreed to each term of this Contract.

This Contract may be executed in counterparts, each of which shall constitute an original.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the day and year set forth above.

**LEAD PROCURING AGENCY**

**CITY OF FAIRFIELD**

By: \_\_\_\_\_  
David A. White, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Legal Counsel

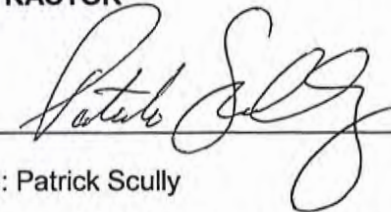
**YST**

**YUBA-SUTTER TRANSIT**

By: \_\_\_\_\_  
Keith Martin, Transit Manager

By: \_\_\_\_\_  
Brant Bordsen, YST Legal Counsel

**CONTRACTOR**

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

Name: Patrick Scully

Title: Executive Vice-President, Sales and Marketing

**EDT**

**EL DORADO COUNTY TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Mindy Jackson, Executive Director

By: \_\_\_\_\_  
Michael Tucker, EDT Legal Counsel

AGENDA ITEM IV – B  
STAFF REPORT

**STATE OF GOOD REPAIR (SGR) PROGRAM**

On April 28, 2017 Governor Brown signed Senate Bill (SB) 1 known as the Road Repair and Accountability Act of 2017. SB 1 will provide new on-going funding under several programs for a variety of transportation purposes. These include approximately \$105 million annually to transit operators for eligible transit maintenance, rehabilitation and capital projects under the State of Good Repair (SGR) Program. This program is funded from a new Transportation Improvement Fee on vehicle registrations that are due on or after January 1, 2018. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR program that will be managed by Caltrans. These funds will be allocated to eligible agencies under the existing State Transit Assistance (STA) Program formula – half according to population and half according to transit operator revenues.

While SB 1 addresses a variety of transportation needs, the SGR program has a specific goal of keeping transit systems in a state of good repair, including the purchase of new transit vehicles, and the maintenance and rehabilitation of transit facilities and vehicles to rehabilitate and modernize California's existing local transit systems. Program investments are intended to lead to cleaner transit vehicle fleets, increased reliability and safety, and reduced greenhouse gas emissions and other pollutants. The Formal Draft SGR Program Guidelines dated October 6, 2018 provide general policies and procedures for eligible agency applicants to comply with the reporting requirements and other statutory objectives of the program. A copy of these guidelines was provided with the agenda packet for the October meeting.

Prior to receiving an apportionment of SGR funds in a given fiscal year, a potential recipient agency must submit a list of projects proposed to be funded to Caltrans. Each project proposal must include a description and location of the project, a proposed schedule for the project's completion, the estimated useful life of the improvement and description of project benefits. Caltrans will then establish a list of all agencies that have submitted the required information and are eligible to receive an apportionment of funds. Each recipient agency is required to annually report on all activities completed with those funds. Based on the SGR funding estimate that was released by the State Controller's Office on October 20<sup>th</sup>, Yuba-Sutter Transit will be eligible for \$246,215 from this program for FY 2017-18. Based on the formal draft guidelines, SGR project lists will be due to Caltrans by January 31, 2018, but the need for regional review will require the submittal of this list to SACOG by December 14, 2017.

The criteria for SGR eligible projects fall into three major areas that are listed on page 8 of the formal draft guidelines. After discussing these criteria with Yuba-Sutter Transit's operating and maintenance staff, specific projects that appear to be eligible under this program are identified below in italics under the three main project categories. All of these concepts were discussed with the Board at the October meeting.

1. Replacement or rehabilitation of:

- Rolling stock

*A.) Additional revenue for the planned 2019 replacement of 10 demand response & rural route buses with low-floor buses;*

*B.) Additional revenue to advance the planned 2020 replacement of 11 local fixed route buses to 2019.*

- Passenger stations and terminals
- Security equipment and systems
- Maintenance facilities and equipment

2. Preventative Maintenance

*A.) Engine and/or transmission replacements;*

*B.) Replacement bike racks for the demand response & rural route buses*

3. New maintenance facilities or maintenance equipment if needed to maintain the existing transit service

*A.) Shop fall prevention system;*

*B.) Diesel emission fluid (DEF) dispensing system for the fuel island;*

*C.) Shop forklift*

Staff is now recommending that the Board approve the above list of projects and authorize the submittal of any or all of these projects for funding as appropriate once the final program guidelines are adopted. While staff anticipates submitting only the replacement demand response / rural route bus project for all of the available funding, the flexibility to include one or all of these projects on the final list is important given the tight submittal timeline and the still uncertain program requirements. Future funding cycles should allow for a more deliberative process. Failure to submit a project list by the prescribed deadline will result in the permanent loss of revenue for that funding period so action at this meeting is critical.

Staff is now recommending the adoption of the attached Resolution No. 11-17 authorizing the submittal of the project list, the execution of the related certifications and assurances including the designation of the Transit Manager as the Authorized Agent on behalf of the Yuba-Sutter Transit Authority. Staff will be prepared at the meeting to discuss this recommendation and the State of Good Repair Program in detail.

**RECOMMENDATION:** Approve the submittal of Yuba-Sutter Transit's FY 2017-18 SGR Project List as proposed or amended; and,

Adopt Resolution No. 11-17 authorizing execution of the SGR related Certifications and Assurances including the designation of the Transit Manager as the Authorized Agent.



*YUBA-SUTTER TRANSIT AUTHORITY  
RESOLUTION NO. 11-17*

***AUTHORIZATION FOR THE SUBMITTAL OF A PROJECT LIST AND THE EXECUTION OF  
THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS  
FOR THE STATE OF GOOD REPAIR (SGR) PROGRAM***

**WHEREAS**, the Yuba-Sutter Transit Authority is an eligible project sponsor and may receive state funding from the State of Good Repair (SGR) program for transit projects under the Road Repair and Accountability Act of 2017 (SB 1); and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, SB 1 named the Department of Transportation (Department) as the administrative agency for the SGR program; and

**WHEREAS**, the Yuba-Sutter Transit Authority Board of Directors has reviewed and approved a list of projects for funding under this program; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Yuba-Sutter Transit Authority Board of Directors wishes to delegate authorization to execute these documents and any amendments thereto to the agency Transit Manager;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Yuba-Sutter Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all SGR funded transit projects; and,

**NOW THEREFORE, BE IT FURTHER RESOLVED** that Keith Martin, Transit Manager is authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation, by the following vote:

*Ayes:*

*Nos:*

*THE FOREGOING RESOLUTION WAS DULY AND REGULARLY INTRODUCED, PASSED AND ADOPTED BY THE YUBA-SUTTER TRANSIT AUTHORITY AT A REGULAR MEETING HELD ON NOVEMBER 16, 2017.*

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*Chair, Board of Directors*

*ATTEST:*

*Sandra Anderson  
Secretary to the Board*

## **State Transit Assistance State of Good Repair Program**

### **Recipient Certifications and Assurances**

**Recipient:** Yuba-Sutter Transit Authority

**Effective Date:** November 16, 2017

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

#### **A. General**

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

#### **B. Project Administration**

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

### **C. Reporting**

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
  - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31<sup>st</sup>) of each year.
  - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

### **D. Cost Principles**

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

#### **E. Record Retention**

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

**F. Special Situations**

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

**Yuba-Sutter Transit Authority**

**BY:** \_\_\_\_\_

KEITH MARTIN, TRANSIT MANAGER  
YUBA-SUTTER TRANSIT AUTHORITY



Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Keith Martin \_\_\_\_\_ *OR*  
(Name and Title of Authorized Agent)

\_\_\_\_\_ *OR*  
(Name and Title of Authorized Agent)

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

*AS THE* Transit Manager \_\_\_\_\_  
(Chief Executive Officer / Director / President / Secretary)

*OF THE* Yuba Sutter Transit Authority \_\_\_\_\_  
(Name of County/City Organization)

Keith Martin \_\_\_\_\_ Transit Manager \_\_\_\_\_  
(Print Name) (Title)

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(Signature)

Approved this 16 day of November, 2017

AGENDA ITEM IV – C  
STAFF REPORT

**FIRST QUARTER PERFORMANCE REPORT FOR FY 2017-18**

Attached is the systemwide performance report for the services operated by Yuba-Sutter Transit for the first quarter of FY 2018 (July 2017 through September 2017) presented in comparison with the performance for the same period in the previous fiscal year. Just over two years removed from the end of an almost unbelievable quarter century run of annual ridership records, the negative trend of year-over-year same quarter ridership reductions continued in the first quarter of FY 2018 with an 8.6 percent drop in ridership compared to the same quarter last year. After ridership was down 9.0 percent in FY 2016 and another 10.8 percent in FY 2017, that trend continued through the first quarter of FY 2018 with a systemwide ridership decrease of 8.6 percent compared to the first quarter last year.

While similar or worse (sometimes much worse) ridership declines have been experienced by many of the transit agencies in the greater Sacramento area and beyond in recent years, local contributing factors certainly include both the restructuring of Routes 1 and 4 and the elimination of the “transfer-for-a-transfer” policy that occurred in September 2015. Other potential factors include continued on-time performance challenges; chronic reliability problems with the older fixed route and commuter buses; stable and relatively low fuel prices; and, the general lack of population and employment growth in the region. Despite the first quarter drop in ridership (the tenth straight year-over-year same quarter reduction), this figure is slightly less than it was last quarter and tied for the lowest same quarter systemwide reduction in the last seven quarters which hopefully indicates that this 2½ year trend may be slowing.

Individually, the greatest ridership drop in terms of passenger trips was on the local fixed route system for all of the reasons noted above. Two of the three major services, the Sacramento Commuter and Midday Express (down 3.2 percent) and Dial-A-Ride (down 2.1 percent) services saw the lowest percentage drop. The Sacramento services significantly slowed a nearly double digit (9.5 percent) one year ridership drop for FY 2017 and Dial-A-Ride ridership has held rather steady since FY 2014 especially compared to the two other major services. Rural route ridership continues to vary widely due to the limited nature of these services while the total number of vehicle service hours operated for all services during the quarter was essentially unchanged.

Systemwide fare revenue was also down during the first quarter, but nearly all of this decrease and more was due to a single large institutional purchase of discount ticket books in the first quarter last year that was not repeated this year. While this atypical purchase greatly improved the fiscal picture for the first quarter of FY 2017, it now paints a rather negative picture in the first quarter of FY 2018 that will have to be gradually absorbed into the financial report over the next three quarters just as the positive impact of the purchase was absorbed over all of FY 2017. The net result is that systemwide fare revenue dropped by 20.1 percent over the same quarter last year, but even if all of that large one-time ticket book purchase was removed from last year’s figure for the quarter, first quarter fare receipts for FY 2018 would still be off 10.5 percent from the adjusted FY 2017 figure.

Looking forward, the negative trend in year-to-year ridership is expected to slow over the remainder of this fiscal year though many of the other underlying issues that were noted above are likely to continue for the indefinite future. The most significant near-term risk factor, the pending December 31<sup>st</sup> expiration of the existing discount monthly bus pass program, may be resolved when the Feather River Air Quality Management District will consider awarding a grant to continue this program through March 2019 at their December 4<sup>th</sup> meeting. The other major near term risk factor is the still uncertain short and long term



ridership and financial impacts of the Connect Card electronic fare system which is now being rolled out to the public in the spring. While this new system is now gaining significant traction, the full impact is not likely to be realized until the second half of the fiscal year and beyond when paper monthly passes and transfers are eliminated.

Staff will be prepared to discuss the performance summary in detail at the meeting.

RECOMMENDATION: Information only.

**QUARTERLY PERFORMANCE REPORT**  
**First Quarter FY 2017-2018**

	Passenger Trips	Vehicle Serv. Hours	Pass. Trips Per VSH	Est. Fare Revenue	Fare Rev. Per VSH	Est. Farebox Ratio
<b>Fixed Route:</b>						
July 2017 - September 2017	207,500	12,990.19	15.97	\$138,242	\$10.64	14.4%
July 2016 - September 2016	230,469	13,134.27	17.55	\$196,524	\$14.96	20.2%
Percent Change	-10.0%	-1.1%	-9.0%	-29.7%	-28.9%	-28.8%
<b>Dial-A-Ride:</b>						
July 2017 - September 2017	17,345	6,407.09	2.71	\$34,561	\$5.39	7.3%
July 2016 - September 2016	17,722	6,281.59	2.82	\$46,098	\$7.34	9.9%
Percent Change	-2.1%	2.0%	-4.0%	-25.0%	-26.5%	-26.4%
<b>Sacramento Services (Commuter &amp; Midday):</b>						
July 2017 - September 2017	32,488	3,424.14	9.49	\$138,964	\$40.58	54.8%
July 2016 - September 2016	33,561	3,442.23	9.75	\$148,106	\$43.03	58.1%
Percent Change	-3.2%	-0.5%	-2.7%	-6.2%	-5.7%	-5.6%
<b>Foothill Route:</b>						
July 2017 - September 2017	622	246.49	2.52	\$583	\$2.37	3.2%
July 2016 - September 2016	464	251.09	1.85	\$564	\$2.25	3.0%
Percent Change	34.1%	-1.8%	36.6%	3.4%	5.3%	6.5%
<b>Live Oak Route:</b>						
July 2017 - September 2017	916	216.54	4.23	\$935	\$4.32	5.8%
July 2016 - September 2016	1,074	230.03	4.67	\$1,027	\$4.46	6.0%
Percent Change	-14.7%	-5.9%	-9.4%	-9.0%	-3.3%	-2.7%
<b>Wheatland Route:</b>						
July 2017 - September 2017	131	117.72	1.11	\$162	\$1.38	1.9%
July 2016 - September 2016	217	129.55	1.68	\$159	\$1.23	1.7%
Percent Change	-39.6%	-9.1%	-33.6%	1.9%	12.1%	9.1%
<b>Systemwide Summary:</b>						
July 2017 - September 2017	259,002	23,402.17	11.07	\$313,447	\$13.39	18.1%
July 2016 - September 2016	283,507	23,468.76	12.08	\$392,478	\$16.72	22.6%
Percent Change	-8.6%	-0.3%	-8.4%	-20.1%	-19.9%	-19.9%

Notes:

1. All financial calculations are estimates pending final fiscal audits.