



## MEETING NOTICE & AGENDA

**DATE:** Thursday, May 16, 2024

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

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

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

Kirchner (Chair), Bains (Vice-Chair), Blaser, Buttacavoli, Flores, Fuhrer, Hudson, and Shaw

### 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 the Consent Calendar are considered 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 removed from the Consent Calendar for discussion or specific action.

- A. Minutes from the Regular Meeting of April 18, 2024. (Attachment)
- B. Disbursement List for April 2024. (Attachment)
- C. Monthly Performance Report for April 2024. (Attachment)
- D. Set Public Hearing for Review of FY 2025 Federal Transit Administration (FTA) Grant Applications. (Attachment)

### IV. **Reports**

#### A. **Final Operating and Capital Budgets for FY 2025.** (Attachment)

RECOMMENDATION: Adopt Resolution No. 5-24 approving the Final Yuba-Sutter Transit Operating and Capital Budgets for FY 2025.

#### B. **Local Transportation Fund (LTF) Apportionment for FY 2025.** (Attachment)

RECOMMENDATION: Adopt Resolution No. 6-24 establishing the FY 2025 LTF contributions for each member jurisdiction as proposed or amended.

#### C. **Administrative Staff Cost of Living Salary Adjustments.** (Attachment)

RECOMMENDATION: Approve the staff cost of living salary adjustments and adopt the resulting salary schedule effective July 1, 2024, as proposed or amended.

#### D. **SACOG Subrecipient Agreement for Cal-ITP Project Funds.** (Attachment)

RECOMMENDATION: Authorize the Executive Director to execute SACOG Subrecipient Agreement No. CT240031 for Cal-ITP project funding, pending final review and approval by legal counsel.

**E. Yuba-Sutter NextGen Transit Plan Phase 1 Implementation and Schedule.** (Attachment)

RECOMMENDATION: 1) Set a Public Hearing for 4:05 p.m. on Thursday, July 18, 2024, to receive comments on the local service changes and fare policies recommended for implementation during Phase 1 of the adopted NextGen Transit Plan.

2) Adopt an updated Implementation Plan and Timeline for the NextGen Transit Plan Phase 1 local service changes and Marysville/Roseville service launch, as proposed.

3) Direct staff to prepare alternative fare policy recommendations for the proposed NextGen Transit Plan local service initiatives.

**F. Discount Monthly Pass Program Grant Closeout Report.** (Attachment)

RECOMMENDATION: Information only.

**G. Third Quarter Performance Report.** (Attachment)

RECOMMENDATION: Information only.

**H. Project & Program Updates.**

1. Caltrans Binney Junction SR70 Project
2. NextGen Transit Facility Project
3. Commuter Service Requests

RECOMMENDATION: Information only.

**V. Correspondence / Information**

**VI. Other Business**

**VII. Adjournment**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, JUNE 20, 2024, AT 4:00 P.M. IN THE BOARD OF SUPERVISORS CHAMBERS, YUBA COUNTY GOVERNMENT CENTER**

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 by email at [info@yubasuttertransit.com](mailto:info@yubasuttertransit.com) at least 72 hours in advance so such aids or services can be arranged.

AGENDA ITEM III – A

**YUBA-SUTTER TRANSIT AUTHORITY  
MEETING MINUTES  
APRIL 18, 2024**

**I. Call to Order & Roll Call (4:00 P.M.)**

Present: Bains (Vice Chair), Blaser, Buttacavoli, Flores, Kirchner (Chair) and Shaw  
Absent:

**II. Public Business from the Floor**

Heather Esemann addressed the Board and complimented Dial-A-Ride staff. Ms. Esemann also stated that all bus stops need to have benches. Ms. Esemann specifically stated that Happy Park and 14<sup>th</sup> & H stops don't have benches. She also suggested that the 14<sup>th</sup> & H stop needs to be moved because the stop is small and hard for passengers to use.

**III. Consent Calendar**

Director Blaser made a motion to approve the consent calendar. Director Shaw seconded the motion, and it was carried unanimously. Director Bains abstained from Item A.

**IV. Reports**

**A. Revised Draft Operating and Capital Budget for FY 2025.**

Executive Director Mauk noted that the joint powers agreement requires that a preliminary draft budget for the next fiscal year be presented by the end of March of each year and that the final budget is to be adopted by the end of May. Mauk discussed the revised draft budget FY 2025, reflecting increased budgeting for Contract Operations, Services- Other Maintenance, Fuel and Lubricants, Tires and Tubes and Other Materials and Supplies Consumed, due to projected increases in service hours from 72,000 to 82,000.

Mauk stated the revised budget for the Administration Expenditures is for Fringe Benefits which will increase by \$2,000 with updated benefit numbers, and the Miscellaneous Professional line item is for support of the upcoming projects, including the NextGen Plan implementations and IT services. The Media, Advertising and Promotions line item was increased because some expenses were shifted from the professional services line item.

Mauk stated the jurisdiction's LTF contributions will remain flat at \$4 million. The increase in vehicle service hours will be supported by STA and FTA funding, as needed. An additional \$250,000 American Rescue Act funds are also included.

Director Blaser inquired as to how we are going to stay ahead of inflation, wages and fuel costs. Mauk stated that we projected the 2025 budget based on the current inflation trends.

Director Shaw stated his concern with the likely increase in fuel costs and inquired about how long we can sustain a rise in diesel fuel prices without impacting our ability to serve. Mauk stated that room was built in the budget for the fuel cost increases and the issue can be addressed at the mid-year budget, but if fuel prices skyrocket additional consideration may be given deployment of the new services.

**B. NextGen On-Demand Scheduling and Dispatching System Procurement.**

Mauk stated the Phase 1 implementation of the NextGen Transit Plan includes an on-demand general public service which will need a new hardware and software system for dispatching and tracking of the vehicles. The requested action is to initiate the procurement.

Director Flores made a motion to authorize the Executive Director to release a Request for Proposals to acquire an on-demand scheduling and dispatching software solution. Director Shaw seconded the motion and it carried unanimously.

**C. Project & Program Updates.**

1. Caltrans Binney Junction SR70 Project

Mauk reported that our yard has been returned to us following Phase 1 construction with repairs being completed and striping being done. Caltrans Phase 2 TCE will be extended from 27 months to 32 months and will start on September 23, 2024, and the work on our property will begin in March 2025. Yuba County Airport has received authorization from the Board of Supervisors to negotiate a lease for the old Coca-Cola Facility which is located at the Yuba County Airport as the preferred A relocation sight.

2. NextGen Transit Facility Project

Director Bains reported that at the SACOG meeting, their Board approved the updated allocations plan for Senate Bill 125 awarding Yuba-Sutter Transit \$10.3 million which would represent the last dollars needed for the NextGen Transit Facility Project.

Mauk reported that staff closed the RFQ for environmental & preliminary design on April 10<sup>th</sup> and are currently evaluating the proposals received.

3. APTA Ridership Report

Mauk reported that in April the American Public Transportation Association (APTA) released their public transportation ridership update and among the key takeaways is that ridership nationwide has returned to 79% of pre pandemic levels in cities with 100,000-500,000 occupants, and 74% of pre pandemic levels in medium size urban areas. Mauk reminded the Board that Yuba-Sutter Transit is trending at about 65% of pre pandemic ridership levels.

**V. Correspondence / Information**

None.

**VI. Other Business**

Director Bains stated he has received concerns from riders regarding the 3 routes in Yuba City going away. He inquired about public outreach efforts for the new services. Mauk stated we are working on a public outreach marketing plan at this time with our new consultant. Director Bains asked that the drivers are educated on the new services since they are the ones that give the passengers the information. Mauk reported that agency staff has already begun meeting with the drivers to give them the information about the new services.

**VII. Adjournment**

The meeting was adjourned at 4:43 pm.

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, MAY 16, 2024 AT 4:00 PM IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS UNLESS OTHERWISE NOTICED.**

AGENDA ITEM III - B  
**YUBA-SUTTER TRANSIT  
DISBURSEMENT LIST  
MONTH OF APRIL 2024**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 9,155.15	CALPERS HEALTH	HEALTH INSURANCE
EFT	\$ 4,523.94	CALPERS RETIREMENT	RETIREMENT PAYMENT (EMPLOYER SHARE)
EFT	\$ 729.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 41,522.49	PAYROLL	PAYROLL
EFT	\$ 1,833.47	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE
EFT	\$ 36.86	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION - APRIL 2024
EFT	\$ 293.36	CALIFORNIA WATER SERVICE	WATER
EFT	\$ 4,970.67	PG&E	ELECTRIC 2/12/2024 - 3/12/2024
EFT	\$ 47.81	PG&E	ELECTRIC #2 PARKING LOT LIGHTS - MARCH 2024
EFT	\$ 1,021.30	PG&E	GAS - MARCH 2024
EFT	\$ 4,810.58	PG&E	ELECTRIC 3/13/2024 - 4/11/2024
EFT	\$ 26.47	PG&E	ELECTRIC #2 PARKING LOT LIGHTS - APRIL 2024
EFT	\$ 400.00	FRANCOTYP-POSTALIA, INC	POSTAGE RESET 4/29/2024
EFT	\$ 9,775.40	RAMOS OIL COMPANY	BUS FUEL - GAS 3/11/2024 - 3/31/2024
EFT	\$ 4,765.49	RAMOS OIL COMPANY	BUS FUEL - GAS 4/1/2024 - 4/10/2024
EFT	\$ 100.00	BRAD HUDSON	BOARD MEETING - 3/21/2024
EFT	\$ 100.00	DAVID SHAW	BOARD MEETING - 3/21/2024
EFT	\$ 100.00	DON BLASER	BOARD MEETING - 3/21/2024
EFT	\$ 100.00	SETH FUHRER	BOARD MEETING - 3/21/2024
EFT	\$ 100.00	WADE KIRCHNER	BOARD MEETING - 3/21/2024
EFT	\$ 100.00	DAVID SHAW	BOARD MEETING - 4/18/2024
EFT	\$ 100.00	DON BLASER	BOARD MEETING - 4/18/2024
EFT	\$ 100.00	KARM BAINS	BOARD MEETING - 4/18/2024
EFT	\$ 100.00	WADE KIRCHNER	BOARD MEETING - 4/18/2024
EFT	\$ 375.00	CALIFORNIA DEPT OF TAX & FEE ADMIN	FUEL TAX JAN - MAR 2024
EFT	\$ 1,510.00	RICH, FUIDGE, BORDSEN & GALYEAN, INC	LEGAL SERVICES 2/20/2024 - 3/15/2024
EFT	\$ 640.00	RICH, FUIDGE, BORDSEN & GALYEAN, INC	LEGAL SERVICES 3/18/2024 - 4/15/2024
EFT	\$ 350.73	MACQUARIE EQUIPMENT CAPITAL INC	COPY MACHINE LEASE - MARCH 2024
EFT	\$ 1,236.05	CARDMEMBER SERVICES	CREDIT CARD - SUBSCRIPTIONS, SUPPLIES & TRAVEL EXPENSES
EFT	\$ 238.83	UTILITY MANAGEMENT SERVICES	SEWER - APRIL 2024
EFT	\$ 689.50	STATE COMPENSATION INSURANCE FUND	WORKERS COMP PREMIUM - 4/1/2024 -7/1/2024
EFT	\$ 235.60	PRIMEPAY	PAYROLL FEES - MARCH 2024
EFT	\$ 214.30	ELAVON	MERCHANT SERVICE FEE - APRIL 2024
18766	\$ 445.78	ADVANCED DOCUMENTS CONCEPTS	COPY MACHINE CHARGES - MARCH 2024
18767	\$ 175.00	ALL SEASONS TREE & TURF CARE	LANDSCAPING & WEED CONTROL - MARCH 2024
18768	\$ 100.00	BRUCE BUTTACAVOLI	BOARD MEETING 3/21/2024
18769	\$ 2,424.79	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES - MARCH 2024
18770	\$ 100.00	DAN FLORES	BOARD MEETING 3/21/2024
18771	\$ 25,960.90	HUNT & SONS INC	BUS FUEL - DYED DIESEL
18772	\$ 31.49	JANET FRYE	REIMBURSEMENT - MILEAGE FY24 Q3
18773	\$ 310.00	LAMAR ADVERTISING	COMMUTER BUS ADS
18774	\$ 75.00	LISA O'LEARY	VISION REIMBURSEMENT
18775	\$ 30.00	MATTHEW MAUK	REIMBURSEMENT - MEALS
18776	\$ 100.00	MICHAEL ZIEGENMEYER	BOARD MEETING 3/21/2024
18777	\$ 648.00	ON TIME SPORTS	ADVERTISING - MJUSD POSTERS & T-SHIRTS
18778	\$ 1,100.00	RC JANITORIAL	JANITORIAL SERVICES - MARCH 2024
18779	\$ 1,947.19	SC FUELS	DEF FLUID
18780	\$ 501,460.67	STORER TRANSIT SYSTEMS	CONTRACT SERVICES & VEHICLE INSURANCE - 2/2024
18781	\$ 535.00	STREAMLINE	WEBSITE SERVICES - APRIL 2024
18782	\$ 75.21	SUTTER COUNTY LIBRARY	CONNECT CARD SALES COMMISSION - MAR 2024
18783	\$ 1,670.20	T-MOBILE	WIFI SERVICES FOR BUSES - MARCH 2024
18784	\$ 2,538.59	TEHAMA TIRE SERVICE INC	TUBES/TIRES
18785	\$ 3,677.55	WALKER'S OFFICE SUPPLIES, INC	OFFICE FURNITURE FOR PA AND CHAIRS
18786	\$ 2,150.00	ALLIANT NETWORKING SERVICES INC	IT SERVICES - APRIL 2024
18786	\$ 428.98	ALLIANT NETWORKING SERVICES INC	EQUIPMENT - RACK MOUNTS FOR SERVER ROOM
18787	\$ 100.00	BRUCE BUTTACAVOLI	BOARD MEETING - 4/18/2024
18788	\$ 210.00	CHRIS JAEGER TESTING	ANNUAL BACKFLOW TESTING
18789	\$ 100.00	DAN FLORES	BOARD MEETING - 4/18/2024
18790	\$ 29,068.09	INTERSTATE OIL COMPANY	BUS FUEL - DYED DIESEL
18791	\$ 559.54	QUILL CORPORATION	JANITORIAL SUPPLIES: PAPER TOWELS, TOILET PAPER & TRASH BAGS
18792	\$ 565.47	SECURITAS TECHNOLOGY CORPORATION	SECURITY SERVICES - MAY 2024
18793	\$ 60.00	SHELBY'S PEST CONTROL	PEST CONTROL SERVICES - APRIL 2024
18794	\$ 75.00	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE 4/1/2024 - 3/31/2025
18795	\$ 1,148.20	TEHAMA TIRE SERVICE INC	TUBES/TIRES
18796	\$ 6,867.91	TOLAR MANUFACTURING CO INC	PARTS FOR SHELTER IMPROVEMENTS/REPAIRS
	\$ 675,040.56		

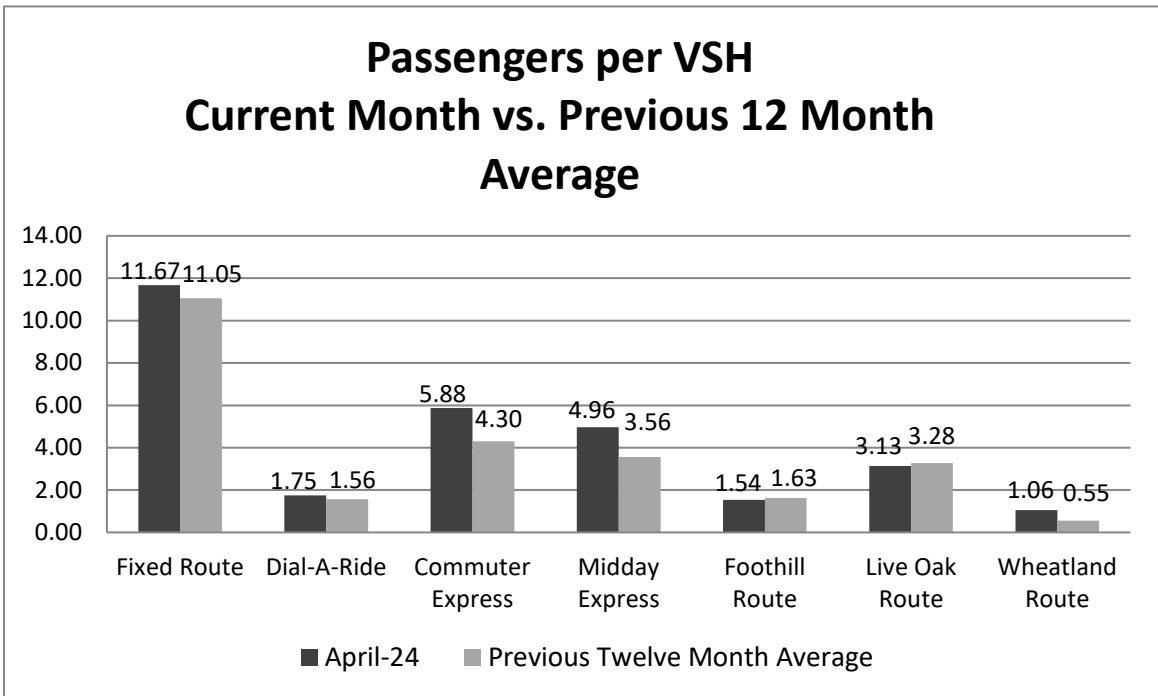
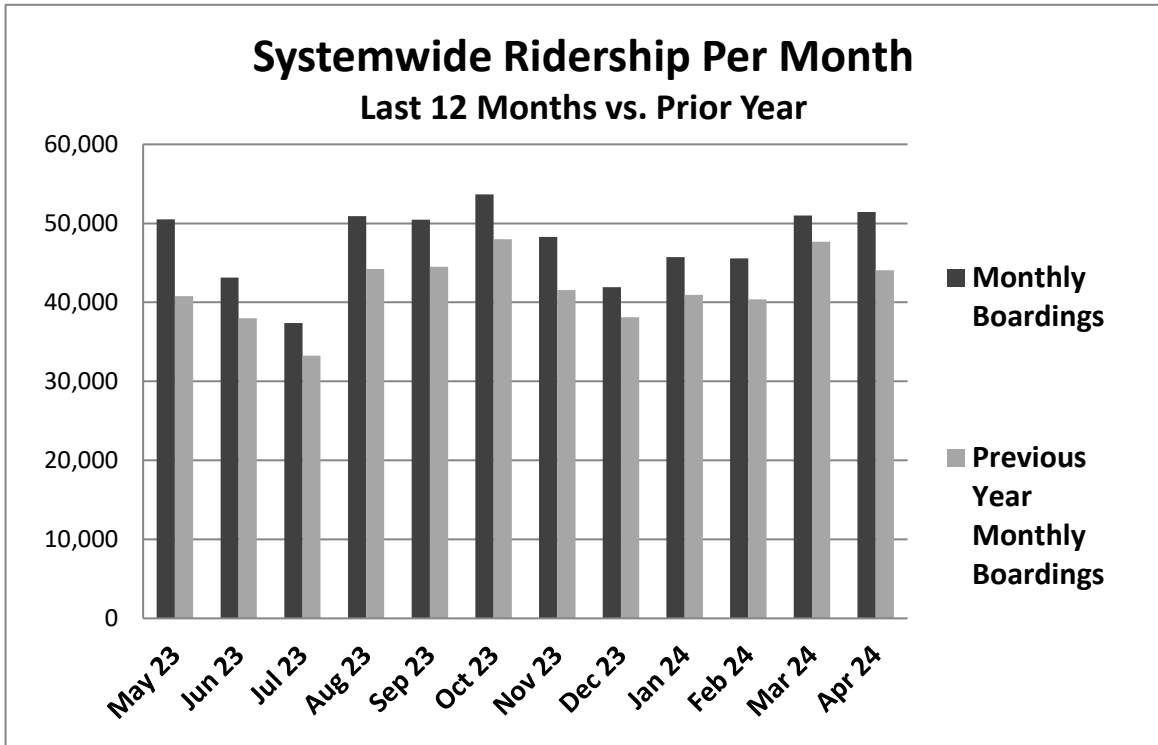
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TRANSFERS**

AGENDA ITEM III - C

**APRIL 2024 PERFORMANCE REPORT**

	<b>April-24</b>	<b>Previous Twelve Month Average</b>	<b>Fiscal YTD</b>	<b>Previous Fiscal YTD</b>
<b>Ridership:</b>				
Fixed Route	44,036	40,400	411,032	362,623
Dial-A-Ride	2,686	2,571	25,150	24,782
Commuter Express	3,719	2,970	30,889	26,657
Midday Express	561	499	4,966	4,922
Foothill Route	132	142	1,356	1,044
Live Oak Route	251	279	2,617	2,560
Wheatland Route	54	27	342	136
<b>Total Ridership:</b>	<b>51,439</b>	<b>46,887</b>	<b>476,352</b>	<b>422,724</b>
<b>Vehicle Service Hours:</b>				
Fixed Route	3,772.57	3,655.31	36,550.44	36,300.16
Dial-A-Ride	1,533.53	1,643.31	16,202.80	13,568.71
Commuter Express	632.55	691.04	6,673.53	7,160.33
Midday Express	113.04	139.98	1,302.70	1,592.17
Foothill Route	85.49	87.08	872.97	848.63
Live Oak Route	80.11	85.13	758.30	752.28
Wheatland Route	50.91	48.72	494.94	481.59
<b>Total VSH's:</b>	<b>6,268.20</b>	<b>6,350.56</b>	<b>62,855.68</b>	<b>60,703.87</b>
<b>Passengers Per Hour:</b>				
Fixed Route	11.67	11.05	11.25	9.99
Dial-A-Ride	1.75	1.56	1.55	1.83
Commuter Express	5.88	4.30	4.63	3.72
Midday Express	4.96	3.56	3.81	3.09
Foothill Route	1.54	1.63	1.55	1.23
Live Oak Route	3.13	3.28	3.45	3.40
Wheatland Route	1.06	0.55	0.69	0.28
<b>Total Passengers Per VSH:</b>	<b>8.21</b>	<b>7.38</b>	<b>7.58</b>	<b>6.96</b>

## APRIL 2024 PERFORMANCE REPORT





AGENDA ITEM III – D  
STAFF REPORT

**SET PUBLIC HEARING FOR REVIEW OF  
FY 2025 FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT APPLICATIONS**

Federal Transit Administration (FTA) requirements stipulate that a public hearing must be held prior to the submittal of grant applications. The purpose of the hearing is to provide an opportunity for public comment regarding the recipient's program or programs to be funded by the subject grants.

Yuba-Sutter Transit's federal grant applications to be submitted for FY 2025 total an estimated \$4.3 mil. in federal funding for both operating (\$3,000,000) and capital (\$1,328,120) purposes. The federally funded projects are included in the final Yuba-Sutter Transit Operating and Capital Budget for FY 2025 presented later in this agenda.

With the requested action, staff recommends setting the date and time of the required public hearing for the regular Board meeting on July 18, 2024, at 4:00 p.m. to receive public comment on Yuba-Sutter Transit's federal program of grant projects for FY 2025. If approved, a public hearing notice will be published locally and posted on the agency's website at least thirty days prior to the date of the meeting.

**RECOMMENDATION:** Set a public hearing for July 18, 2024, at 4:00 p.m. to receive public comment regarding Yuba-Sutter Transit's program of projects to be funded by federal grants in FY 2025.

AGENDA ITEM IV – A  
STAFF REPORT

**YUBA-SUTTER TRANSIT OPERATING AND CAPITAL BUDGET FOR FY 2025**

**Background**

Attached for Board review is the final draft Yuba-Sutter Transit Operating and Capital Budget for FY 2025. 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 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.

The preliminary draft Yuba-Sutter Transit Operating and Capital Budget for FY 2025 was presented to the Board for consideration at the March 21<sup>st</sup> meeting, followed by a revised draft budget at the April 18<sup>th</sup> meeting. The following summarizes the current FY 2024 budgetary projections and the final draft FY 2025 budget considerations, as well as comparison data from the current and preceding two budget cycles. All line-item revisions from the revised FY 2025 Budget presented in April are shown in bold on the spreadsheet.

**Current Year-End Budget Estimates**

Year-end operating expenses for FY 2024 are now projected to be \$129,000 lower than the adopted budget of \$8,937,000. Most notable operations expense fluctuations are services and other materials, up \$19,000 (6 percent) due to bus repairs and vegetation maintenance at the new Avondale property; tires, down \$20,000 (22 percent) due to lower average tire prices as compared to FY 2023; and Storer contract operating expenses (vehicle insurance, contract services, and out of contract service) are up \$71,000 (1 percent) due to operating more vehicle service hours and maintaining a larger fleet, yet operating fewer out of contract vehicle service hours. Fuel expenses are currently projected to end the year near the budgeted amount of \$1,005,000 and utilities are up \$4,000 (5 percent) due to increased energy costs. Of the administration expenditures, the notable fluctuations are a projected \$147,000 (16 percent) savings in salaries and benefits due to outsourcing information technology (IT) and marketing services needed for the NextGen Transit Plan and adding only one employee at the Program Analyst level. Due to a CalPERS valuation, \$5,000 (100 percent) was saved by not having an unfunded liability payment in FY 2024. However, this item can fluctuate greatly from year to year due to CalPERS calculations. Previously unadjusted from budgeted amounts, the anticipated additional savings in miscellaneous professional services, including marketing services, is projected at \$74,000 (35 percent) due to delays in project timelines. Insurance premiums were up \$22,000 (49 percent) due to few carriers and increased rates available state-wide. Staff expects even higher insurance rates for FY 2025.

FY 2024 operating revenues include a projected \$45,000 (6% percent) increase in fares and special fares; an \$8,000 (20 percent) increase in advertising revenue; a \$25,000 (45 percent) increase in interest revenue due to continued higher interest rates, a \$25,000 (20 percent) increase in Non-Transportation Revenue, which includes buses leased, temporary construction easements, and RWMA contract personnel revenue; and an increase of \$5,000 for final reimbursements from a state grant related to the Comprehensive Operational Analysis (COA) issued in FY 2023. Any savings resulting from the combination of lower than budgeted expenses and higher than budgeted revenues will allow more State Transit Assistance (STA) Funds from FY 2024 to be carried over to FY 2025, assuming current trends hold through June.

Capital expenditures through the end of the current fiscal year include completion of the recently delivered six demand-response buses (\$709,449 Federal, \$20,551 STA) that were continued from FY 2023 (\$550,000 PTMISEA); an allowance for start-up costs for the on-demand service technology (\$30,000 STA); and allowances for facility (\$50,000 STA) and bus stop (\$50,000 STA) repairs and improvements. Although the FY 2024 budget was adopted assuming the commencement of the early design and engineering phase of the NextGen Transit Facility project, significant capital expenditures related to the project are unlikely within the current fiscal year. The environmental and preliminary design phase expenditures are now expected to begin early summer 2024 (\$50,000 Federal, STA).

### **FY 2025 Operating Budget**

The final draft FY 2025 total Operating Budget of \$9,647,000 (attached) represents an increase of \$710,000 (8 percent) over the budgeted amount for FY 2024 and reflects a decrease of \$37,000 (.4 percent) under the revised draft budget presented in April. The final draft budget assumes the operation of up to 82,000 VSH, well above the level of service needs anticipated in the NextGen Transit Plan, but still well below the 92,571 VSH that were operated in the last full pre-pandemic fiscal year (FY 2019). This generous VSH figure assumes a combination of continued Dial-A-Ride ridership recovery trends and allows for significant demand for the new services set for implementation in Q2 of the fiscal year.

The most significant revenue assumptions in the final draft Operating Budget are based on modest growth trends in systemwide ridership and fare revenue continuing through FY 2025 and LCTOP funding of fare and service projects approved in March. Also assumed are on-going federal funding at the authorized levels under the Infrastructure Investments and Jobs Act (IIJA) that was signed into law on November 14, 2021, and basic stability in transit funding streams that are based on population and economic factors at the state and local level. Due in part to the availability of Federal Section 5311 formula and American Rescue Plan Act (ARPA) funds, the projected combined Local Transportation Fund (LTF) contribution from the member jurisdictions is still budgeted at a flat \$4 million for FY 2025.

In addition to the above, the final draft FY 2025 Operating Budget makes other noteworthy expense and revenue assumptions including:

- Consumer Price Index (CPI) based cost adjustments to the Storer Transit Systems contract.
- Professional services support to implement the NextGen Transit Plan and engineering and design of the NextGen Transit Facility.
- Administrative salary cost of living adjustments (COLA) to be considered later on this agenda.
- End of the long-standing shared staffing relationship with the Regional Waste Management Authority (RWMA).
- Continued funding from the Feather River Air Quality Management District (FRAQMD) for discounted monthly passes and FY 2024 Low Carbon Transit Operations Program (LCTOP) funding for general public monthly passes and other promotional fare subsidy programs.
- LCTOP funding to support the operation of additional daily runs of the Roseville service, as recommended in the NextGen Transit Plan.

As presented, the final draft Operating Budget for FY 2025 balances expected revenues to higher-than-expected operational expenses to fully meet or exceed the potential cost impacts related to major service changes and policy adjustments reflected in the NextGen Transit Plan.

## **FY 2025 Capital Budget**

The primary component of the \$4,472,000 final draft Capital Budget for FY 2025 is a \$4 million allowance for the environmental and design phases of the NextGen Facility project. This allowance assumes the engineering work commences in earnest by June 2024 based on the current procurement schedule. Other FY 2025 capital projects include allowances for facility repairs and improvements (\$50,000), bus stop repairs and improvements (\$50,000), the purchase of a non-revenue vehicle (\$45,000), commencement of the Cal-ITP Implementation Project (\$220,000) to be considered later in this agenda, and the completion of an on-demand service technology acquisition (\$90,000).

The highest priority capital issue continues to be the replacement of Yuba-Sutter Transit's existing maintenance and operations facility to comply with the state's zero-emission bus mandate, which for Yuba-Sutter Transit will commence with buses ordered after December 31, 2025. The most important immediate task is to obtain environmental clearance and begin the design phase of the project. These steps are necessary to both avoid jeopardizing future fleet replacement plans and stay on schedule for the facility replacement, as well as to maintain availability of funding secured earlier in the process.

Staff will be prepared to discuss the above issues and budget assumptions in as much detail as desired.

RECOMMENDATION: Adopt Resolution No. 5-24 approving the FY 2025 budget as proposed or amended.

Attachments: Yuba-Sutter Transit Authority Board Resolution No. 5-24  
Final Draft FY 2025 Operating and Capital Budget

YUBA-SUTTER TRANSIT AUTHORITY  
RESOLUTION NO. 5-24

**FISCAL YEAR 2025 BUDGET ADOPTION**

WHEREAS, *The Yuba-Sutter Transit Authority was formed in 1975 for the purpose of providing public transit services to the residents of the Bi-County Area; and,*

WHEREAS, *Pursuant to Paragraph 4 of the Yuba-Sutter Transit Authority Joint Powers Agreement, as amended, the Board of Directors shall adopt a final budget on or before May 31 of each year for the fiscal year commencing July 1; and*

WHEREAS, *The proposed budget for the fiscal year ending June 30, 2025 reflects operating expenditures of \$9,647,000 and capital expenditures of \$4,472,000.*

*NOW, THEREFORE, BE IT RESOLVED that the Yuba-Sutter Transit Authority Board of Directors does hereby adopt the Fiscal Year 2025 budget by the following vote:*

*Ayes:*

*Noes:*

*THE FOREGOING RESOLUTION WAS DULY AND REGULARLY INTRODUCED, PASSED AND ADOPTED BY THE YUBA-SUTTER TRANSIT AUTHORITY AT A REGULAR MEETING HELD ON MAY 16, 2024.*

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*Chairman of the Board*

ATTEST:

*Lisa O'Leary  
Secretary to the Board*

**YUBA-SUTTER TRANSIT AUTHORITY**  
**FY 2025 FINAL DRAFT OPERATING AND CAPITAL BUDGET**

Prepared May 9, 2024

<b>OPERATING BUDGET</b>		FY 2022	FY 2022	FY 2023	FY 2023	FY 2024	FY 2024	FY 2025
		Budget	Audited	Budget	Audited	Budget	Projected	Final Draft
Operations Expenditures								
010.50300	Services - Other Maintenance	\$ 200,000	\$ 207,736	\$ 220,000	\$ 187,595	\$ 236,000	\$ 250,000	\$ 263,000
010.50401	Fuel and Lubricants	680,000	840,523	1,193,000	870,431	1,005,000	1,005,000	1,066,000
010.50402	Tires and Tubes	51,000	77,136	75,000	87,585	90,000	70,000	75,000
010.50499	Other Materials and Supplies Consumed	100,000	53,095	75,000	39,103	112,000	117,000	123,000
010.50500	Utilities - Electric and Gas	52,000	49,038	52,000	62,071	67,000	71,000	75,000
010.50501	Utilities - Water and Sewer	9,000	7,671	9,000	8,000	9,000	8,000	9,000
010.50502	Utilities - Telephone & Internet <i>(formerly in Administration Expenditures)</i>	9,000	8,295	9,000	8,597	9,000	10,000	11,000
010.50600	Casualty and Liability Costs - Operations	280,100	280,041	287,000	283,923	293,000	301,000	323,000
010.50800	Services - Contract Operations	5,883,000	5,474,770	5,850,000	5,605,904	5,805,000	5,891,000	6,373,000
010.50801	Services - Out of Contract	120,000	68,965	45,000	19,758	43,000	20,000	20,000
	Subtotal - Operations	\$ 7,384,100	\$ 7,067,270	\$ 7,815,000	\$ 7,172,967	\$ 7,669,000	\$ 7,743,000	\$ 8,338,000
Administration Expenditures								
160.50102	Salaries and Wages - Admin. Staff	\$ 433,500	\$ 429,259	\$ 455,000	\$ 486,121	\$ 670,000	\$ 563,000	\$ 618,000
160.50200	Fringe Benefits - Admin. Staff	160,000	158,510	175,000	170,340	250,000	210,000	277,000
160.50201	Fringe Benefits - Unfunded CalPERS Liability Payments	2,300	2,314	3,800	3,793	5,000	-	7,000
160.50301	Services - Accounting	4,500	3,827	4,800	4,681	6,000	6,000	8,000
160.50302	Services - Legal	12,000	6,804	12,000	12,134	12,000	12,000	12,000
160.50303	Services - Printing and Copying	20,000	15,772	20,000	14,804	24,000	24,000	24,000
160.50309	Services - Miscellaneous Professional	200,000	142,406	285,000	286,462	200,000	100,000	110,000
160.50499	Materials and Supplies - Office & Postage	15,000	6,063	10,000	8,385	12,000	14,000	14,000
160.50900	Miscellaneous Expense - Insurance and Bond	37,000	31,821	37,000	34,867	45,000	67,000	75,000
160.50901	Miscellaneous Expense - Dues & Subscriptions	6,000	5,608	6,000	6,430	7,000	7,000	8,000
160.50902	Miscellaneous Expense - Travel, Meetings and Training	5,000	3,904	5,000	2,679	6,000	8,000	10,000
160.50903	Miscellaneous Expense - Board of Directors	10,800	5,650	10,400	9,400	11,000	9,000	11,000
160.50904	Miscellaneous Expense - Media Adv. and Promo.	15,000	9,383	10,000	4,262	15,000	40,000	130,000
160.50909	Miscellaneous Expense - Other	6,000	2,729	6,000	2,500	5,000	5,000	5,000
	Subtotal - Administration	\$ 927,100	\$ 824,050	\$ 1,040,000	\$ 1,046,858	\$ 1,268,000	\$ 1,065,000	\$ 1,309,000
	Total Expenditures	\$ 8,311,200	\$ 7,891,320	\$ 8,855,000	\$ 8,219,825	\$ 8,937,000	\$ 8,808,000	\$ 9,647,000

		FY 2022	FY 2022	FY 2023	FY 2023	FY 2024	FY 2024	FY 2025
		Budget	Audited	Budget	Audited	Budget	Projected	Final Draft
Operating Revenues								
40100	Passenger Fares	\$ 550,000	\$ 699,559	\$ 742,000	\$ 781,222	\$ 790,000	\$ 835,000	\$ 919,000
40200	Special Transit Fares	21,000	63,397	25,000	29,784	30,000	30,000	31,000
40600	Auxiliary Revenue (Bus, Shelter & Bench Advertising)	36,000	46,979	40,000	40,787	40,000	<b>48,000</b>	40,000
40700	Non-Transportation Revenue (Interest)	8,000	17,076	8,000	83,474	55,000	80,000	60,000
40709	Non-Transportation Revenue (RWMA, Misc.)	40,000	68,864	50,000	119,188	125,000	150,000	2,000
40900	<b>TDA-Local</b> Transportation Funds (LTF)	3,350,000	3,211,752	3,900,000	3,900,000	4,000,000	4,000,000	4,000,000
40901	Local Cash Grants/Reimbursements	28,000	34,632	39,000	42,290	43,000	42,000	42,000
41100	TDA-State Transit Assistance Funds (STA)	-	-	1,375,483	508,736	1,454,000	1,218,000	1,390,000
41109	State Cash Grants/Reimbursements	288,000	210,161	248,000	286,827	-	<b>5,000</b>	163,000
41300	General Operating Assistance - FTA Sect. 5307 (Urban)	-	-	1,500,000	1,500,000	2,200,000	2,200,000	2,500,000
41300	General Operating Assistance - FTA Sect. 5307 CARES Act (Urban)	2,693,010	2,693,010	-	-	-	-	-
41300	General Operating Assistance - FTA Sect. 5307 ARP (Urban)	1,297,190	845,890	727,517	727,517	-	-	-
41301	General Operating Assistance - FTA Sect. 5311 (Rural)	-	-	200,000	200,000	200,000	200,000	250,000
41301	General Operating Assistance - FTA Sect. 5311 CARES Act (Rural)	250,000	250,000	-	-	-	-	-
41301	General Operating Assistance - FTA Sect. 5311 ARP Act (Rural)	-	-	-	-	-	-	250,000
	<b>Total Operating Revenue</b>	<u>\$ 8,561,200</u>	<u>\$ 8,141,320</u>	<u>\$ 8,855,000</u>	<u>\$ 8,219,825</u>	<u>\$ 8,937,000</u>	<u>\$ 8,808,000</u>	<u>\$ 9,647,000</u>

#### CAPITAL BUDGET

		FY 2022	FY 2022	FY 2023	FY 2023	FY 2024	FY 2024	FY 2025
		Budget	Audited	Budget	Audited	Budget	Projected	Final Draft
Capital Expenditures								
	Maintenance and Operations Facility	\$ 1,217,000	\$ 941,152	\$ 2,500,000	\$ 6,661	\$ 2,500,000	\$ 50,000	\$ 4,017,000
	Facility Repairs and Improvements <i>(formerly in Miscellaneous Capital)</i>	-	-	-	-	50,000	50,000	50,000
	Bus Stop Repairs and Improvements	-	-	-	-	-	-	50,000
	Vehicle Purchase/Replacement	570,000	-	960,000	550,000	730,000	730,000	45,000
	Miscellaneous Capital	100,000	1,341	50,000	86,353	30,000	30,000	<b>310,000</b>
	<b>Total Capital Expenditures</b>	<u>\$ 1,887,000</u>	<u>\$ 942,493</u>	<u>\$ 3,510,000</u>	<u>\$ 643,014</u>	<u>\$ 3,310,000</u>	<u>\$ 860,000</u>	<u>\$ 4,472,000</u>

#### Capital Revenues

	Federal (5307, 5310, 5311, 5317, 5339)	\$ 490,523	\$ -	\$ 2,037,569	\$ -	\$ 2,037,569	\$ 709,449	\$ 1,328,120
	SACOG - Maintenance & Mobilization						25,000	475,000
	State TIRCP							<b>1,072,648</b>
	TDA-State Transit Assistance (STA)	1,346,477	941,152	351,948	12,694	303,629	125,551	<b>482,352</b>
	TDA-State Transit Assistance (SGR)	50,000	1,341	1,120,483	73,659	968,802	-	1,113,880
	State PTMISEA	-	-	-	550,000			
	Capital Contribution Revenue	-	-	-	6,661			
	<b>Total Capital Revenues</b>	<u>\$ 1,887,000</u>	<u>\$ 942,493</u>	<u>\$ 3,510,000</u>	<u>\$ 643,014</u>	<u>\$ 3,310,000</u>	<u>\$ 860,000</u>	<u>\$ 4,472,000</u>

AGENDA ITEM IV – B  
STAFF REPORT

**LOCAL TRANSPORTATION FUND (LTF) APPORTIONMENT FOR FY 2025**

Pursuant to the Yuba-Sutter Transit Joint Powers Agreement (JPA), staff has prepared the Annual Apportionment of Local Transportation Fund (LTF) contributions for Board review and approval consideration. Based on the draft budget that is being submitted for review and approval consideration earlier on this same agenda, the annual LTF contribution to Yuba-Sutter Transit for FY 2025 would be \$4,000,000. Despite a \$710,000 (8 percent) increase in budgeted operating costs over FY 2024, the draft budget assumes no increase in the annual LTF allocation for FY 2025. The proposed stabilization in the LTF allocation is due in part to the availability of federal relief funding in FY 2025.

The JPA specifies a two-part process to be followed in the apportionment of the annual LTF contribution among the member jurisdictions. First, a funding formula with four equally weighted factors is applied to determine the relative shares of the total LTF contribution necessary to balance the budget. These factors are: (1) service area population; (2) amount of LTF available to each jurisdiction; (3) fixed route miles; and (4) demand response boardings. Second, if this formula results in a calculated contribution from one or more jurisdictions exceeding the amount of LTF available to such jurisdictions for the following fiscal year, the shortfall is then allocated to the remaining jurisdictions using the relative values of each funding formula component for the remaining jurisdictions. For the second year in a row, this second step was needed for FY 2025 as the calculated LTF apportionment for the City of Marysville would exceed the amount available.

The following table summarizes the calculations for each of the four funding formula factors for FY 2025. The column labeled “Base Formula Share of LTF” is the relative share (derived by averaging the four equally weighted factors) of the total amount of LTF required without regard to the amount of LTF available to any one or more jurisdictions. Based on this calculation, the base share for the City of Marysville would be \$488,194 which is \$101,503 more than the \$386,691 available to Marysville for FY 2025. The reallocation of the Marysville shortfall amount the remaining three jurisdictions is reflected in the final column which is the actual proposed LTF apportionment for FY 2025.

**YUBA-SUTTER TRANSIT  
FUNDING FORMULA CALCULATIONS FOR FY 2025**

	DIAL-A-RIDE TRIP ORIGINS	FIXED ROUTE MILES	SERVICE AREA POPULATION	LTF AVAILABLE	BASE FORMULA SHARE OF LTF	REALLOCATED FY 2025 LTF SHORTFALL	PROPOSED FY 2025 LTF APPORTIONMENT
Marysville	19.4639%	14.7173%	10.3059%	4.33225%	12.2048%	(\$101,503)	\$386,691
Yuba City	54.4990%	37.9873%	56.7794%	56.62868%	51.4736%	\$59,559	\$2,118,504
Yuba County	23.8673%	45.9890%	28.2976%	22.77130%	30.2313%	\$35,250	\$1,244,501
Sutter County	2.1698%	1.3064%	4.6171%	16.26777%	6.0903%	\$6,694	\$250,304
Total*	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	\$0	\$4,000,000

\*Any variance in percentages is due to rounding and has no effect on the dollar amounts calculated.



Staff will be prepared at the meeting to discuss the funding formula process in detail as desired. The detailed documentation for the funding formula calculation is available in the Yuba-Sutter Transit office and will be made a part of the permanent apportionment file.

RECOMMENDATION:                    Adopt Resolution No. 6-24 establishing the LTF contributions for each member jurisdiction for FY 2025 as proposed or amended.

YUBA-SUTTER TRANSIT AUTHORITY  
RESOLUTION NO. 6-24

**FISCAL YEAR 2025 LOCAL TRANSPORTATION FUND (LTF) APPORTIONMENT**

- WHEREAS, *The member jurisdictions of the Yuba-Sutter Transit Authority Joint Powers Agreement receive Local Transportation Fund (PUC 99230) monies for the provision of public transit services in the Marysville, Yuba City, Sutter County and Yuba County Area; and,*
- WHEREAS, *Pursuant to Paragraph 5 of the Yuba-Sutter Transit Authority Joint Powers Agreement, the Board of Directors must adopt an Annual Apportionment of those Local Transportation Fund monies for the operation of the Yuba-Sutter Transit Authority; and,*
- WHEREAS, *The total amount of Local Transportation Fund monies required by the Yuba-Sutter Transit Authority for Fiscal Year 2025 is \$4,000,000; and,*
- WHEREAS, *The net apportionment of Local Transportation Fund monies for Fiscal Year 2025 shall be as follows: City of Marysville, \$386,691; Yuba City, \$2,118,504; Yuba County, \$1,244,501; and Sutter County, \$250,304.*

*NOW, THEREFORE, BE IT RESOLVED that the Yuba-Sutter Transit Authority Board of Directors approve the Fiscal Year 2025 Apportionment of Local Transportation Fund (PUC 99230) monies by the following vote:*

*Ayes:*

*Noes:*

*THE FOREGOING RESOLUTION WAS DULY AND REGULARLY INTRODUCED, PASSED AND ADOPTED BY THE YUBA-SUTTER TRANSIT AUTHORITY AT A REGULAR MEETING HELD ON MAY 16, 2024.*

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*Chairman of the Board*

*ATTEST:*

*Lisa O'Leary  
Secretary to the Board*

AGENDA ITEM IV – C  
STAFF REPORT

**ADMINISTRATIVE STAFF COST OF LIVING SALARY ADJUSTMENTS**

Yuba-Sutter Transit annually reviews the compensation package (salary and benefits) for the agency's employees to determine if any adjustments are warranted. This review traditionally occurs in conjunction with the development and adoption of Yuba-Sutter Transit's annual budget so the resulting changes, if any, can be included with an effective date of July 1<sup>st</sup> of each year. Pursuant to the Yuba-Sutter Transit Joint Powers Agreement (JPA), the annual budget is adopted by the end of May.

To provide input into this process, staff tracks published inflation indexes as well as the salary and benefit package adjustments granted by the member jurisdictions and related agencies for comparable positions. Related organizations that are traditionally surveyed for comparison purposes include the member jurisdictions, the Feather River Air Quality Management District (FRAQMD), and the Sacramento Area Council of Governments (SACOG).

Based on the inflation indexes and actions taken by the comparison organizations, management staff proposes a cost-of-living adjustment of 3.0 percent to the base salaries for the six administrative staff, including the Executive Director. If approved, the related salary scale adjustment of 3.0 percent will be effective July 1, 2024. Pursuant to California Code of Regulations Section 570.5, the proposed monthly salary schedule for FY 2025 is attached (Appendix A) for Board consideration and approval.

If approved as proposed, the combined first year cost (salary and salary related benefits) of the above recommendation when applied to the six Yuba-Sutter Transit positions would be approximately \$20,000 which was included in the FY 2025 budget presented earlier in this agenda.

Staff will be prepared at the meeting to discuss these recommendations in detail as desired.

RECOMMENDATION:            Approve the staff cost of living salary adjustments and adopt the resulting salary schedule effective July 1, 2024, as proposed or amended.

Attachment: Draft Monthly Salary Schedule, Effective July 1, 2024

## APPENDIX A

### DRAFT MONTHLY SALARY SCHEDULE EFFECTIVE JULY 1, 2024

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Administrative Assistant I	\$4,101	\$4,306	\$4,522	\$4,748	\$4,986
Administrative Assistant II	\$4,748	\$4,986	\$5,235	\$5,497	\$5,772
Program Analyst I	\$5,142	\$5,399	\$5,669	\$5,952	\$6,250
Program Analyst II	\$5,952	\$6,250	\$6,562	\$6,891	\$7,236
Planning Manager	\$7,483	\$7,857	\$8,249	\$8,661	\$9,094
Finance Manager	\$8,338	\$8,755	\$9,193	\$9,652	\$10,135

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	<u>Minimum</u>	<u>Maximum</u>
Executive Director	\$12,017	\$14,592

#### Notes:

Longevity Pay: Pursuant to the terms and conditions set forth in Section 12.07.03 of the Yuba-Sutter Transit Personnel Manual, full time permanent employees (except for the Executive Director position) may be eligible for merit-based longevity pay adjustments beyond the top step of their current classification.

The Executive Director's salary is not determined by step, but at an amount determined by the Board of Directors.

AGENDA ITEM IV – D  
STAFF REPORT

**SACOG SUBRECIPIENT AGREEMENT FOR Cal-ITP PROJECT FUNDS**

In February 2022, the Sacramento Area Council of Governments (SACOG) applied for Transit and Intercity Rail Capital Program (TIRCP) funds in partnership with the Capitol Corridor Joint Powers Authority and other local transit providers. The region was successful in its application and was awarded nearly \$2.2 million to purchase, install, and implement contactless fare payment equipment and services on bus fleets throughout the region supported by the California Integrated Travel Project (Cal-ITP). The full funding amount was allocated to the region at the California Transportation Commission meeting held on December 7, 2023. The allocation requires SACOG and its partner transit agencies to enter contracts for payment acceptance device hardware and transit processor services (fare calculation) by June 7, 2024.

Awarded funds will be distributed by SACOG via Subrecipient Agreements with each of the regional transit operators for hardware and software purchases. Yuba-Sutter Transit's share of the \$2.2 million is approximately \$172,648 and is expected to provide most of the funding to purchase and install the equipment necessary to outfit the entire bus fleet. Each Transit Operator will execute individual subcontracts with the selected vendor(s) for purchase of equipment and implementation. Upon full operation, Yuba-Sutter Transit will incur ongoing service charges for the transit processor services to be provided by the selected vendor that will be paid for through the Operating Budget.

In June 2021, the State Department of General Services (DGS) issued Requests for Proposals for hardware payment acceptance devices (Category A) and transit processor services to do fare calculation (Category B). The solicitations closed in September 2021. After completion of evaluation, DGS proceeded to award Master Agreements to three contractors (INIT, Kuba, and SC Soft) for Category A and four contractors (INIT, Bytemark, Enghouse, and Littlepay) for Category B. The Master Agreements provided by the State through the Cal-ITP program offer transit agencies a framework by which procurements are streamlined and transit agencies can be confident in the products and services they select.

The Sacramento Regional Transit District (SacRT), in consultation with SACOG and the Cal-ITP consultant, chose to solicit proposals from all available state contractors for the hardware and processing services. After solicitation of both initial and Best and Final Offers and evaluation, SacRT selected Kuba, Inc. as their preferred vendor for Category A (Payment Acceptance Device) and LittlePay, Inc. for Category B (Transit Processor). In anticipation of providing the hardware and processing services to the other partner agencies in the region with the TIRCP funding, SacRT included the partner agencies in the scope of the procurement, creating a cooperative purchasing opportunity now presented for consideration.

In addition to allowing contactless credit/debit card payment, the regional partners led by SacRT, are seeking to take advantage and have released a Request for Proposal (RFP) that will leverage this technology to replace and upgrade the aging Connect Card system. If successful, this will allow passengers to activate mobile tickets and tap closed loop smart cards (like Connect Card) on the same payment acceptance device so that all customers choosing to pay with electronic fares will participate in a unified payment platform on both the front and backend. A portion of the costs of the unified fare payment platform will likely be covered by the SACOG subrecipient agreement using the funds remaining from the \$2.2 million award after all other transit providers have also entered into agreements for the Category A and Category B equipment and services.

Participation in this regional project will continue the expansion and modernization of fare payment options for Yuba-Sutter Transit's riders, allowing them to purchase fare at the time of boarding the bus using contactless payment technologies. The convenience of paying a fare with an existing (contactless enabled) credit/debit card or mobile wallet (Apple Pay/Google Pay) will simplify the fare payment process, speed up boardings and therefore improve on-time performance.

Staff is now recommending the Board authorize the Executive Director to execute the attached subrecipient agreement with SACOG, subject to final review and approval of legal counsel, to accept grant funding in the amount of \$172,648.00 to purchase and install Cal-ITP contactless card readers and payment processing software on the bus fleet. If authorized, staff must provide SACOG with final project hardware costs as soon as possible after execution of the subrecipient agreement, but no later than June 30, 2024. Final costs may include a contingency budget of 10% of the total hardware costs. The project is included in the final draft Yuba-Sutter Transit FY 2025 Capital Budget presented earlier in this agenda, at a total estimated project amount of \$220,000.

Staff will be prepared at the meeting to discuss the recommendation in detail as desired.

RECOMMENDATION:            Authorize the Executive Director to execute SACOG Subrecipient Agreement No. CT240031 for Cal-ITP project funding, pending final review and approval by legal counsel.

Attachment: Draft SACOG Subrecipient Agreement #: CT240031 with Yuba-Sutter Transit Authority for the Cal-ITP Implementation Project

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
SUBRECIPIENT AGREEMENT  
with  
YUBA-SUTTER TRANSIT AUTHORITY**

**For the  
Cal-ITP Implementation Project**

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

**RECITALS**

**WHEREAS**, SACOG has been awarded Transit and Intercity Rail Capital Program (“TIRCP”) funds administered through the California Department of Transportation (“Caltrans”), to implement and support the Sacramento Region Cal-ITP Implementation Project (“Project”); and

**WHEREAS**, SACOG has awarded Subrecipient funding, on a reimbursable basis, for the Project; and

**WHEREAS**, Subrecipient is eligible to apply for and receive Federal and State financial assistance as a public body corporate and politic of the State of California; and

**WHEREAS**, the Subrecipient is a Subrecipient of State funds programmed in SACOG’s annual Overall Work Program (OWP), administered by and through SACOG. The SACOG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SACOG and its Subrecipients; 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”** (Scope of Work), which includes the tasks to be performed by Subrecipient as well as Project deliverables, timeline and budget. 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 any other State agency having jurisdiction.

a. Scope of Responsibilities.

- (1) Subrecipient is responsible for the complete performance of the work described in Exhibit A, including the grant-funded and any in-kind match work, in accordance with the budget constraints described in

Exhibit A as reflected in the adopted SACOG OWP.

- (2) Subrecipient subcontracts for work identified in Exhibit A must be competitively procured consistent with any applicable rules and guidelines, including the Caltrans Local Assistance Program Manual. Subrecipient must also include the SACOG Project Manager in selection processes for work identified in Exhibit A.
  - (3) Subrecipient's Project Manager will coordinate all work described in the Exhibit A with the SACOG Project Managers identified under each work element listed in Exhibit A. SACOG is not obligated to make payments to Subrecipient until Subrecipient Project Manager has carried out the applicable responsibilities described in this Agreement.
- b. Personnel. Subrecipient may hire personnel to perform the work described in Exhibit A, only if the employees have salaries that do not vary on the basis of funds received from SACOG.
- c. Materials to be Furnished to Subrecipient.
- (1) SACOG must, if applicable, provide Subrecipient with a right to use (without charge by SACOG) information, data, reports, records and maps that are in possession of or readily available to SACOG for the purposes of carrying out work under this Agreement. However, SACOG's proprietary information or otherwise confidential or privileged materials will not be provided to Subrecipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.
  - 2) At the option of SACOG and if allowable under State grant requirements, SACOG may, if applicable to the Project scope of work, procure equipment, software, or other materials for use by Subrecipient, only for purposes of carrying out work described under this Agreement. Subrecipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by Subrecipient.

2. Time of Performance and Approval Final Costs:

- 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 monthly in format approved by SACOG and shall communicate any delays in Project performance to SACOG immediately.

Subrecipient will follow, and 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 by Subrecipient. This Agreement will expire on **December 31, 2026** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval Caltrans, or any other State agency having jurisdiction. Failure to complete the Project by December 31, 2026 will not affect Subrecipient's ability to seek reimbursement under this Agreement for all work performed on the Project up to December 31, 2026. Any work remaining on the Project as of January 1, 2027, will be completed by Subrecipient using funds secured from other sources.
  - c. The services provided pursuant to this Agreement will begin upon issuance of a Notice to Proceed by SACOG to the Subrecipient and continue until completion, but not later than the date identified in subsection (b) above.
  - d. As a condition precedent to receiving TIRCP funds under this Agreement, Subrecipient must submit final Project hardware costs to SACOG no later than **June 30, 2024**. SACOG will use cost information provided to allocate funds to other subrecipient transit operators based on the hardware costs respective to each transit operator. Any remaining funds available after deducting the hardware costs will be allocated by amendment to this Agreement to SacRT for Project deliverables as described in Exhibit A to this Agreement, Scope of Work.
3. Compliance with Laws: Subrecipient will comply with all applicable State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, associated with the funding provided to Subrecipient in this Agreement. 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: Subject to Section 2(d) above, the amount to be paid to Subrecipient under this Agreement will not exceed **One Hundred Seventy-Two Thousand Six Hundred Forty-Eight Dollars (\$172,648.00)**, 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.
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 5.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Subrecipient must submit written invoices via email to the SACOG Project Manager designated in this Agreement.
  - b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice on its letterhead 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, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible, non-Federal funds in the amount of the Local Match. Attached as **Exhibit C** is SACOG's matrix of required supporting documentation for subrecipient invoices.

- c. Subrecipient is not entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from Subrecipient. Indirect cost rates must be submitted annually in accordance with Caltrans requirements.
- d. 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.
- e. SACOG will make payments in accordance with California Department of Transportation ("Caltrans") reimbursement requirements. Subrecipient must provide all supporting invoice documentation required by Caltrans. Under no circumstances will SACOG be required to pay any amounts greater than the amount reimbursed by Caltrans.
- f. Subrecipient must comply with, and 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: <https://travelpocketguide.dot.ca.gov/>. Lodging rates must 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. Subrecipient and its contractors and subcontractors must establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and provide support for all invoices sent to SACOG.
- i. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under State regulations is subject to repayment by Subrecipient to SACOG within thirty (30) days of the Subrecipient receiving notice of final audit findings. If Subrecipient fails to return disallowed cost to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Subrecipient from other SACOG-administered programs.
- j. Subrecipient and its contractors and subcontractors shall comply with

Caltrans' Local Assistance Procedures Manual  
(at [http://www.dot.ca.gov/hq/Local\\_Programs/lam/lam.htm](http://www.dot.ca.gov/hq/Local_Programs/lam/lam.htm));

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381;  
and all other applicable State statutes, regulations, and guidelines or additional  
restrictions, limitations, conditions, or any statute enacted by the state

legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of the Project in any manner.

- k. All costs charged to this Agreement by Subrecipient must be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs must comply with the cost principles cited above in this Section of the Agreement.
- l. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(f) through 5(k) above. Subrecipient agrees to furnish documentation to SACOG to support this requirement that its agreements with a contractor contain the required provisions.
6. TIRCP Compliance: For purposes of this Agreement, Subrecipient must comply with all applicable requirements of the TIRCP Master Agreement and all Program Supplements for State-Funded Transit Projects.
7. Independent Contractor: Subrecipient, and the agents and employees of 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 the other party 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 the other party at the address indicated in Section 17 below.
  - b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed and costs incurred 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 17.

SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above.

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 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 the parties 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, and Equal Employment Opportunity, the Drug-Free Workplace Act.
  - (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 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.

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 must pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section will survive the expiration, termination, or assignment of this Agreement.

15. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, 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. The Records include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Subrecipient agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State 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 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.
- c. If directed by SACOG upon expiration of this Agreement, Subrecipient will cause copies of 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 **Chris Dougherty**, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 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:

**Chris Dougherty Senior Analyst**  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814  
916-319-5193  
[cdougherty@sacog.org](mailto:cdougherty@sacog.org)

Subrecipient's Project Manager for this Agreement is **Adam Hansen**. 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 above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

**Adam Hansen, Planning Manager**

Yuba-Sutter Transit Authority  
2100 B Street  
Marysville, CA 95901  
(530) 634-6880  
[adam@yubasuttertransit.com](mailto:adam@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 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; Accessibility: 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. Subrecipient also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

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, 42 U.S.C. 12101, *et seq.*, 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 (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of

the Government Code. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient hereby certifies, under penalty of perjury under the laws of California, 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 will 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. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors will 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 must 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 act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with **Exhibit D**, "Fair Employment Practices Addendum" and **Exhibit E**, "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. Subrecipient and its contractors and subcontractors will further 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.*), as well as Title 2, California Code of Regulations, Section 8103. 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 will 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, with regard to the work performed by it during the Agreement, will act in accordance with Title VI. Specifically, Subrecipient will not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Subrecipient and its contractors will include the provisions of this Section 21 in all contracts to perform work funded under this Agreement. Subrecipient will take such action with respect to any such contract as SACOG may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) Withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or
  - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.

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 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, 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: If Subrecipient awards 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).

26. Non-Liability of SACOG: SACOG will not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG will 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. Amendments Required by Federal or State Agencies: If Caltrans, or any other 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.

37. 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.

38. 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.

39. 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.

40. 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 General Counsel. 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 Executive Director 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.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Subrecipient must comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration,

demolition, repair, or maintenance of public works, must contain all of the provisions of this Section.

- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.”

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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**

\_\_\_\_\_  
JAMES CORLESS  
Executive Director

\_\_\_\_\_  
MATTHEW MAUK  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
SLOAN SAKAI YEUNG & WONG, LLP  
Legal Counsel to SACOG

RECOMMENDED BY:

ATTEST:

\_\_\_\_\_  
CHRIS DOUGHERTY  
Senior Analyst

\_\_\_\_\_  
ADAM HANSEN  
Planning Manager

DRAFT

## **EXHIBIT "A"**

### **Scope of Work and Budget**

#### **Background**

As part of a larger submittal of the Sacramento Valley Station Transit Center: Priority Projects TIRCP Application, SACOG has been awarded \$2.18 Million Dollars to allocate to Yolo County Transportation District, Yuba-Sutter Transit Authority, City of Roseville Transit, Sacramento Regional Transit, El Dorado Transit, Placer County Transit, and County of Sacramento's SCT Link ("Transit Operators") for the purchase and installation of contactless Europay, Mastercard, and Visa (EMV) readers. EMV readers will serve to enable contactless bank cards and mobile wallets as payment on public transportation in the region.

#### **Approach**

Awarded funds will be distributed by SACOG via Subrecipient Agreements with each of the Transit Operators for hardware and software purchases. Subrecipient Agreements will allow for the purchase and implementation of EMV hardware and payment processing software and necessary communications equipment where needed. Each Transit Operator will execute individual subcontracts with the selected vendor(s) for purchase of equipment and implementation. Additionally, SacRT plans to subcontract with an account-based ticketing system vendor to be used by the consortium of Transit Operators.

Allocations of funds for hardware and payment processing software to each Transit Operator are contingent upon calculation of final costs after the Transit Operators award a contract to each vendor. As hardware costs are finalized, SACOG will execute subrecipient agreements with each Transit Operator.

Transit Operators must provide SACOG with final project hardware costs as soon as possible after execution of the subrecipient agreement, but no later than June 30, 2024. Final costs may include a contingency budget of 10% of the total hardware costs. SACOG will augment its Subrecipient Agreement with SacRT to include the purchase of software for the consortium of transit operators, funded by the unspent allocations from transit operators hardware costs.

#### **Estimated Allocations**

Subrecipient allocations will be finalized upon procurement of a hardware vendor. Total expenditures for the 7 transit operators shall not exceed \$2,180,000.

#### **Scope of Work**

Subrecipient will purchase and install contactless EMV readers and payment processing software coordinated with the California Integrated Travel Project (Cal-ITP) on bus vehicles to allow fares to be collected through contactless bank cards and mobile wallets. If there are not currently on-board bus communications or wi-fi hardware, this may include the purchase and installation of devices needed to fully support the EMV readers.

#### **Budget**

The amount to be paid to Subrecipient under this Agreement shall not exceed **One Hundred Seventy-Two Thousand Six Hundred Forty-Eight Dollars (\$172,648.00)**, including up to 10% contingency, unless expressly authorized in writing by the SACOG Executive Director or designee. Subrecipient must submit final Project hardware costs to SACOG as soon as possible after execution of this Agreement, but no later than **June 30, 2024**

#### **Timeline**

All funds must be expended no later than **December 31, 2026**.

Contract #: CT240031  
Funding Source: Transit and Intercity  
Rail Capital Program (TIRCP/State)  
Account Set: SAC219-PASS THROUGH-TIRCP

**EXHIBIT B**

**(OMITTED INTENTIONALLY)**

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## EXHIBIT C SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

### Sacramento Area Council of Governments Required Supporting Documentation for Contractor, Sub-Contractor, Sub-Recipient Invoices

Type of Expense	Required Supporting Documentation for <b>SACOG</b> Invoices/Expense Reimbursements	Required Supporting Documentation for <b>Sub-Recipient</b> Invoices	Required Supporting Documentation for <b>Contractor/Sub-Contractor</b> Invoices
Labor Costs	Approved timesheets	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead
Travel Costs	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:
Mileage	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred.
Meals, Incidentals, Transportation & Lodging	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to <a href="#">state per diem rates</a> . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to <a href="#">state per diem rates</a> . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.	<input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to <a href="#">state per diem rates</a> . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.
Indirect/Overhead Charge	Rate matches current approved rate	<input type="checkbox"/> Approval of indirect rate from cognizant agency	<input type="checkbox"/> Approval of indirect/overhead rate from cognizant agency
Proof of Payment	Proof of Payment	<input type="checkbox"/> Copy of cancelled check showing proof of cleared payment	<input type="checkbox"/> Copy of cancelled check showing proof of cleared payment
Meetings Related Expenses	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.
Other Expenses	<input type="checkbox"/> Detailed receipts	<input type="checkbox"/> Detailed receipts	<input type="checkbox"/> Detailed receipts
In-Kind/Match	N/A - Accounting function	<input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	<input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)



**EXHIBIT D**  
**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. ADMINISTRATION AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(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. Each of the ADMINISTERING AGENCY's contractors and all subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

## **EXHIBIT E NONDISCRIMINATION ASSURANCES**

ADMINISTERING AGENCY HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation, ADMINISTERING AGENCY HEREBY GIVES ASSURANCES THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this AGREEMENT. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this Assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal finance assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C:

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. The ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the AGREEMENT.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. ADMINISTERING AGENCY's DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out is approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

Contract #: CT240031  
Funding Source: Transit and Intercity  
Rail Capital Program (TIRCP/State)  
Account Set: SAC219-PASS THROUGH-TIRCP

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

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## APPENDIX 1 TO EXHIBIT E

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agree as follows:

1. Compliance with Regulations: ADMINISTERING AGENCY shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this AGREEMENT and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY as in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

5. Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this AGREEMENT, STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the AGREEMENT within a reasonable period of time, not to exceed ninety (90) days; and/or

(b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provision: ADMINISTERING AGENCY shall include the provisions of paragraphs 1 through 6 in every sub-agreement, including procurements of materials and leases of equipment unless exempt by the REGULATIONS or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions,

Contract #: CT240031  
Funding Source: Transit and Intercity  
Rail Capital Program (TIRCP/State)  
Account Set: SAC219-PASS THROUGH-TIRCP

including sanctions for noncompliance provided; however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

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## APPENDIX 2 TO EXHIBIT E

The following clauses shall be included in any and all deeds affecting or recording the transfer of PROJECT real property; structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remiss, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject; however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(;) (and)<sup>1</sup>

2. That ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed<sup>2</sup>.

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<sup>1</sup> Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

<sup>2</sup> Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

### **APPENDIX 3 TO EXHIBIT E**

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.



#### **APPENDIX 4 TO EXHIBIT E**

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the ADMINISTARTING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

1. No person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

AGENDA ITEM IV – E  
STAFF REPORT

**YUBA-SUTTER NEXTGEN TRANSIT PLAN PHASE 1 IMPLEMENTATION AND SCHEDULE**

**Background**

The Yuba-Sutter NextGen Transit Plan (NextGen Plan) adopted in May 2023 includes operational, capital, staffing, and financial recommendations to effectively address both the current and future local transit needs over the next five to ten years in a financially constrained, post-pandemic environment. While the NextGen Plan is intended to serve as the local blueprint for transit development and operations in the short-term, adoption of the NextGen Plan did not guarantee execution of all listed recommendations or prevent future implementation of alternatives. Each recommendation must still be individually evaluated as appropriate prior to approval and implementation.

To date, several initiatives (included in Phase 0 of the NextGen Plan) have been undertaken as originally recommended, or with slight modifications. These include the following:

- Transit technology continues to evolve at an ever-increasing rate. As a result, the NextGen Plan called for the recruitment of a new, in-house Transit Technology Manager. Yuba-Sutter Transit is leanly staffed and major changes such as those envisioned by the NextGen Plan call for the simultaneous deployment of new technology and services. As an alternative, and with Board direction, staff conducted a competitive procurement resulting in a professional services agreement with a local private IT contractor to provide the additional support needed. Status: Completed
- Given the need for a high level of community involvement when carrying out large-scale changes such as those envisioned by the NextGen Plan, it also recommended recruiting a new, in-house Community Relations Manager. As an alternative, and with Board direction, staff took a two-pronged approach to addressing the increased community relations needs by 1) executing a professional services agreement with a qualified marketing and public outreach consultant under the terms of an existing State contract, and 2) recruited and hired an additional staff person under the existing Program Analyst I/II classification with a focus on public outreach. Status: Completed
- The NextGen Plan also calls for beginning the procurement of the technology necessary to support the transition from fixed route to on-demand service. The technology has become much more widely available in the past 10 years with more than 10 prospective vendors. As recommended, this process began with the release of a Request for Proposals in April 2024 and an award recommendation is anticipated in June. Status: Ongoing
- In addition, the NextGen Plan recommended making permanent the pandemic-induced Route 2 weekday schedule reduction from 30 to 60-minute frequency in anticipation of the introduction of the Yuba City on-demand zone in late 2024. As proposed, this change was made effective September 2023. Status: Completed
- Finally, the NextGen Plan recommended consolidation of the existing commuter services to permanently remove the trips that were suspended during the pandemic as well as dropping at least one additional AM and one PM trip from the existing schedule to better match current ridership and free up resources for new services proposed in later phases. After an extensive public process, those changes were made effective November 2023, ultimately with the elimination of three trips from the former schedule. Status: Completed

## Discussion

A previous version of the entire NextGen Transit Implementation Plan and Schedule was last presented to the Board on June 15, 2023. Attached as Exhibit A for Board consideration is a revised Implementation Plan and Schedule specifically for the service recommendations included in Phase 1 of the NextGen Plan. The purpose of this item is to begin the formal consideration and implementation process for those projects or initiatives that were recommended for implementation in FY 2025, the second year of the NextGen Plan. The financial implications of these projects or initiatives, if any, have already been factored into the FY 2025 budget that was presented for adoption earlier in this agenda. For reference, the entire adopted NextGen Plan is available on the agency's website at [www.yubasuttertransit.com/nextgen-transit-plan](http://www.yubasuttertransit.com/nextgen-transit-plan).

Phase 1 of the NextGen Plan includes implementation of the first on-demand zone in Yuba City, a streamlined crosstown Route 1 from west Yuba City to Yuba College in Linda, elimination of Routes 2 and 5, later weekday evening service, elimination of the weekday evening Dial-A-Ride service, and the new Highway 65 route to Roseville. In the following phase (FY 2026), the on-demand service would expand to include Marysville and Linda, Routes 4 and 6 would be eliminated, Route 3 would be restructured to directly serve the Peach Tree Clinic, the ADA/Dial-A-Ride service would be comingled with the new on-demand system, and technology support would be provided for volunteer driver programs in Challenge and Dobbins. The final phase (FY 2027) will begin with the roll-out of the Olivehurst/North Arboga on-demand zone to complete that system. Depending on ridership and population growth, future phases could include the implementation of a Plumas Lake on-demand zone.

Also in Phase 1, the NextGen Plan recommends launch of a new service to the Roseville Galleria Transit Center that would connect Marysville with southern Placer County for the first time. Initially envisioned as just two round trips (one AM and one PM) each weekday to be funded by the savings from earlier consolidation of the Sacramento service, grant funding for additional trips is now programmed through the FY 2024 Low Carbon Transit Operations Program (LCTOP). It was originally recommended that this service commence in September 2024. However, recent discussions with Placer County transit partners on their ongoing planning of expanded services to the Lincoln area, indicate that a retooling of that service design and launch schedule may be warranted. Staff now recommends postponing the rollout of the Marysville/Roseville service until at least the first quarter of the calendar year 2025 to allow for additional planning to be completed in coordination with regional partners. Ultimately, this service will be operated in part with a zero-emission bus to be partially funded by a state TIRCP grant awarded in 2023.

In conjunction with the recommended service initiatives, the NextGen Plan calls for a restructuring of fares during the first three years of service deployments and a subsequent increase to base fare rates in 2027 when the Phase 3 on-demand zone launch is planned. In addition to these fare policies, the NextGen Plan recommends the following:

- Elimination of monthly passes for the local services and introduction of fare capping on a daily and rolling (30 day) basis. This can only be accomplished with a future contactless payment system replacement/upgrade currently being planned.
- Increases to the commuter single ride and monthly fare rates, and elimination of discounts on the midday commuter service for youth, seniors, and persons with disabilities. Considered a small change, it is intended to simplify the fare structure.

Under this scenario, riders of the local and/or rural routes would be transitioned away from using monthly passes (currently \$5/month for discount riders and \$10/month for all others) beginning with the launch of new service in Yuba City, in favor of new \$2.50/\$5 daily and \$25/\$50 rolling monthly fare caps. Monthly pass riders currently

represent approximately 66% of boardings on the local and rural services. Those who ride often (2-3 days per week) would see some level of fare capping, but when considering the elimination of fixed route services and the potential loss of deeply discounted monthly passes, the increase to out-of-pocket fares could be substantial for a significant proportion of the current ridership. In this scenario, base fare rates are further raised in FY 2027, ultimately increasing farebox recovery an estimated 28%, but still below currently mandated thresholds.

Given the potential significance of these fare proposals, staff is requesting Board support to revisit the NextGen Transit fare policy recommendations in preparation for a discussion at the next Board meeting, and ahead of proposed public hearing dates. If approved, staff will explore alternative scenarios, vet preferred scenarios with the recently established Microtransit Working Group, and work with the consultant to update fare revenue projections for Board consideration at the regular June meeting.

The stage is now set for implementation of the local fixed route and on-demand service changes under Phase 1 of the NextGen Plan as the Final FY 2025 budget includes funding for the new staff and enhanced professional services, acquisition of new technology, and provision of an increased amount of contracted service hours. The specific actions that are now being considered include: 1) elimination of Routes 2 and 5 in Yuba City, 2) streamlining of the crosstown Route 1 from west Yuba City to Yuba College in Linda; 3) elimination of the weekday evening Dial-A-Ride service in favor of later weekday evening local fixed route/on-demand services; and 4) fare policy recommendations applying to said services. Formal public hearings must be held before any of these actions can be considered. For that purpose, staff is recommending that a hearing on the proposed service initiatives, route eliminations, and associated fare policies be set for 4:05 p.m. on Thursday, July 18, 2024, during the regularly scheduled Board meeting.

Assuming Board direction following the July and/or subsequent hearings, the proposed changes could become effective on or about November 1<sup>st</sup>. This schedule is pushed slightly from the original anticipated August/September launch timeframe but allows enough time for securing and testing the necessary on-demand technologies, conducting the public outreach process, as well as the design and production of the necessary marketing, branding, and service materials. Adequate time is especially critical for the iterative process that will be used for what is expected to be a major re-setting of the local service and realignment of the fare structure. Specific draft service plans must be available for public review at least 30 days prior to the applicable public hearing.

Staff will be prepared at the meeting to discuss the draft implementation plan and next steps in the process in detail.

- RECOMMENDATION:
- 1) Set a Public Hearing for 4:05 p.m. on Thursday, July 18, 2024, to receive comments on the local service changes and fare policies recommended for implementation during Phase 1 of the adopted NextGen Transit Plan.
  - 2) Adopt an updated Implementation Plan and Timeline for the NextGen Transit Plan Phase 1 local service changes and Marysville/Roseville service launch, as proposed.
  - 3) Direct staff to prepare alternative fare policy recommendations for the proposed NextGen Transit Plan local service initiatives.

Attachment: Draft NextGen Transit Plan Phase 1 Implementation Plan & Schedule, Revised May 16, 2024

## EXHIBIT A

### **DRAFT YUBA-SUTTER NEXTGEN TRANSIT PLAN PHASE 1 IMPLEMENTATION PLAN & SCHEDULE REVISED MAY 16, 2024**

The adopted Yuba-Sutter NextGen Transit Plan includes operational, capital, staffing, and financial recommendations to effectively address both the current and future local transit needs over the next five to ten years in a financially constrained post-pandemic environment. While this plan is the local blueprint for transit development and operations, the listing of an alternative in the plan does not guarantee implementation nor does rejection prevent future implementation. Each alternative must still be individually evaluated as appropriate prior to approval and implementation.

The key plan service recommendations, which are discussed in detail in the adopted plan, are summarized below. The full implementation plan is broken into four phases over four fiscal years to begin July 2024. When fully implemented, Yuba-Sutter Transit ridership is projected to increase by 45 percent and its coverage area will increase by 60 percent at approximately the same inflation adjusted operating cost compared to FY 2023.

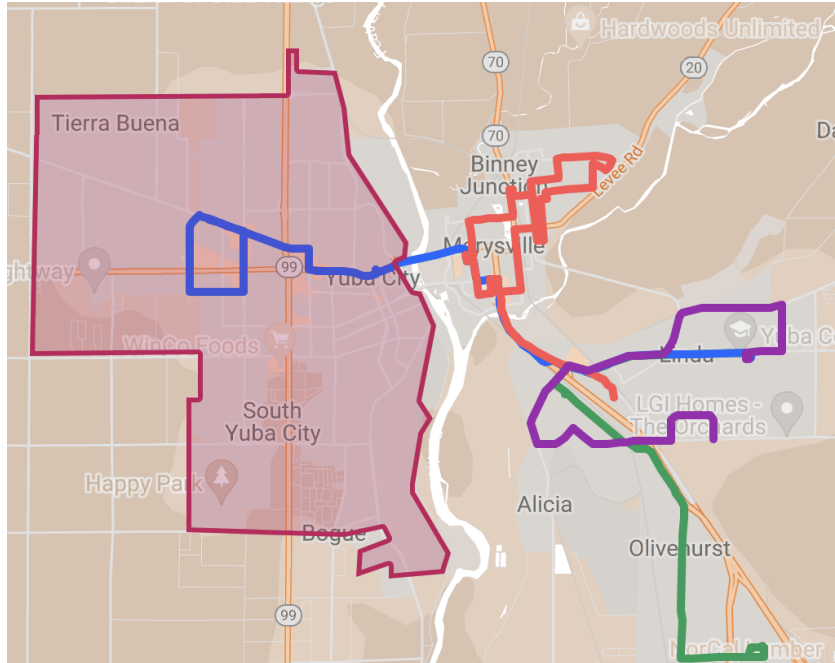
- Implement a new zonal on-demand (microtransit) service in the urban portion of the service area to provide more responsive and accessible local service to the entire urban population.
- Reduce the local fixed route system from six to two routes and streamline the remaining routes to connect the on-demand zones and major trip generators for faster and more direct crosstown service.
- Consolidate and re-set the Sacramento service to better reflect current ridership patterns.
- Create a first-ever Highway 65 service to the Roseville Galleria Transit Center for connections with Roseville Transit and Placer County Transit.
- Develop a Volunteer Driver Program to extend and enhance service in the more rural communities of the region.

#### **Phase 1 (FY 2025)**

- Estimated 76,781 annual operating hours.
- Estimated \$115.99 fully loaded cost per hour.
- Estimated \$9.6M annual operating budget.

Phase 1 in the NextGen Transit Plan includes major service changes in Yuba City including the deployment of the first on-demand zone and expanding the span of service from 6:30 to 8:00 p.m. on weekdays. The major tasks in this phase are as follows:

- In Yuba City, the plan recommends streamlining Route 1 to reduce total travel time between west Yuba City and the Yuba College campus in Linda by up to 20 percent. In addition, in this phase, the plan recommends deploying the first on-demand zone in Yuba City. This zone will replace the existing Routes 2 and 5. This service is now expected to commence in November 2024.



- In conjunction with the deployment of the Yuba City on-demand zone, the plan recommends the elimination of the lightly used weekday evening Dial-A-Ride service. This is not considered to have a material impact on the public because of the expanded span of service to 8:00 p.m.

Also in Phase 1, the plan recommends launch of a new service to the Roseville Galleria Transit Center that would connect Marysville with southern Placer County for the first time. Initially envisioned as just two round trips (one AM and one PM) each weekday to be funded by the savings from earlier consolidation of the Sacramento service, grant funding for additional trips is now programmed through the FY 2024 Low Carbon Transit Operations Program (LCTOP). The rollout of the Marysville/Roseville service is now planned for the first quarter of the calendar year 2025.

Also in this phase, the plan recommends a restructuring of fares during the first three years of service deployments and a subsequent increase to base fare rates in 2027 when the Phase 3 on-demand zone launch is planned. Given the potential significance of these fare proposals, the NextGen Transit fare policy recommendations will be reassessed in preparation for the necessary public hearing process and future Board consideration.

AGENDA ITEM IV – F  
STAFF REPORT

**DISCOUNT MONTHLY PASS PROGRAM GRANT CLOSE-OUT REPORT**

Attached is the performance summary for the recent Discount Monthly Pass Program that was funded through a Blue Sky grant from the Feather River Air Quality Management District (FRAQMD) for the period April 2023 through March 2024. This popular, long-running program allows area youth (ages 5 to 18), seniors (age 65 and over) and persons with disabilities to purchase the regular \$15 discount monthly bus pass for just \$5 with FRAQMD grant funds being used to pay the remaining cost for each pass. The primary objective of the program continues to be reductions in vehicle trips and vehicle miles traveled by encouraging youth, seniors, and eligible persons with disabilities to ride public transit.

During this period, a total of 9,317 discount passes were sold and 196,822 discount pass trips were taken which represents 40 percent of all local and rural fixed route trips taken during the grant period. At a subsidy of \$10 per pass, the subsidy of \$93,170 left an unused balance of \$6,830 in FRAQMD funding which will be returned to FRAQMD for re-programming in future funding cycles. The grant period is now complete, and the grant is ready to be closed.

Compared to the previous twelve-month period, discount pass sales were up 3 percent while discount pass ridership was up 17 percent which is slightly higher than the systemwide local and rural route ridership increase of 14 percent that was experienced during this same period.

Looking forward, the current FRAQMD Blue Sky Program funding of \$98,000 for the Discount Monthly Bus Pass Program will discount the cost of the monthly bus pass for Yuba and Sutter County area youth, seniors, and eligible persons with disabilities, from April 1, 2024, to March 31, 2025.

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

RECOMMENDATION: Information only.

## Combined Monthly Discount Pass Program Data Comparison Twelve Month Periods Ending March

Revised 4-3-2024

### Discount Monthly Pass Sales

	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Total</u>
Discount Monthly Passes Sold - April 2022 - March 2023	793	608	641	498	997	853	772	788	617	896	754	808	9,025
Discount Monthly Passes Sold - April 2023 - March 2024	746	661	690	559	1,072	848	819	767	635	935	823	762	9,317
Percent Change	-6%	9%	8%	12%	8%	-1%	6%	-3%	3%	4%	9%	-6%	3%

### Discount Monthly Local & Rural Route Pass Ridership

	<u>Apr</u>	<u>May</u>	<u>Jun*</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Total</u>
Discount Monthly Pass Boardings - April 2022 - March 2023*	12,881	13,589	9,148	11,237	14,679	16,050	17,586	14,830	13,345	14,734	13,964	16,834	168,877
Discount Monthly Pass Boardings - April 2023 - March 2024	15,239	18,915	14,838	12,363	17,017	18,045	19,453	17,412	14,332	15,914	15,578	17,716	196,822
Percent Change	18%	39%	62%	10%	16%	12%	11%	17%	7%	8%	12%	5%	17%

### Discount Local & Rural Route Cash Fare Ridership

	<u>Apr</u>	<u>May</u>	<u>Jun*</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Total</u>
Discount Cash Fare Boardings - April 2022 - March 2023*	6,949	7,452	4,820	4,374	7,284	7,886	8,193	7,052	5,693	6,561	5,983	7,347	79,594
Discount Cash Fare Boardings - April 2023 - March 2024	6,724	8,150	5,451	4,189	7,953	7,760	7,692	8,283	5,385	6,326	5,983	6,619	80,515
Percent Change	-3%	9%	13%	-4%	9%	-2%	-6%	17%	-5%	-4%	0%	-10%	1%

### All Discount Local & Rural Route Ridership (Pass & Cash)

	<u>Apr</u>	<u>May</u>	<u>Jun*</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Total</u>
All Discount Boardings - April 2022 - March 2023*	19,830	21,041	13,968	15,611	21,963	23,936	25,779	21,882	19,038	21,295	19,947	24,181	248,471
All Discount Boardings - April 2023 - March 2024	21,963	27,065	20,289	16,552	24,970	25,805	27,145	25,695	19,717	22,240	21,561	24,335	277,337
Percent Change	11%	29%	45%	6%	14%	8%	5%	17%	4%	4%	8%	1%	12%

### All Local & Rural Route Ridership

	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Total</u>
Total Boardings All Fare Categories - April 2022 - March 2023	34,213	35,240	32,609	28,125	37,827	38,990	42,111	36,218	33,101	35,503	34,925	41,338	430,200
Total Boardings All Fare Categories - April 2023 - March 2024	38,225	44,188	36,889	31,825	43,843	44,492	47,220	42,664	36,836	39,709	39,360	44,613	489,864
Percent Change	12%	25%	13%	13%	16%	14%	12%	18%	11%	12%	13%	8%	14%

\*June 20 - 25, 2022 -- LCTOP Funded Fare Free Fair Week on the Local Fixed Routes & DAR Services



AGENDA ITEM IV – G  
STAFF REPORT

**THIRD QUARTER PERFORMANCE REPORT**

Attached is the systemwide performance report for the services operated by Yuba-Sutter Transit for the first nine months of FY 2024 (July 2023 through March 2024) presented in comparison to the same period in the previous fiscal year. The report illustrates the extent to which system ridership is continuing to recover steadily now three years after the low point of the pandemic.

For perspective, systemwide ridership finally stabilized a bit near the end of FY 2021 from the initial pandemic-induced collapse and then it improved significantly in FY 2022, when ridership went up 29 percent. While such a steep growth trend was not sustainable, ridership through FY 2023 was up almost 16 percent and continues up another 13 percent for the first three quarters of FY 2024 (a three-year ridership increases of over 59 percent to date). Compared to pre-pandemic ridership, however, there is still plenty of room for growth as the 424,913 systemwide passenger trips provided in the first nine months of FY 2024 were just 61 percent of the 695,588 passenger trips that were provided in same period of FY 2019 (the last full pre-pandemic fiscal year). Yuba-Sutter Transit's pandemic recovery rate generally mirrors that of other transit systems regionally and across the country, especially when comparing similar services. To date, ridership on local services and demand-response services has generally rebounded much better than on the commuter services.

Even with the increase in ridership, the number of vehicle service hours (VSH) operated systemwide increased only 3.7 percent compared to the same period in FY 2023. Virtually all the increase was due to the 21 percent increase in the number of Dial-A-Ride service hours being provided. Due to the combination of higher ridership and relatively flat overall service hours being operated, all systemwide financial indicators are up through the first three quarters of the year, with the exception of farebox ratio which is down slightly due to inflationary pressures on operations costs.

Looking forward, while the positive systemwide ridership trend is expected to continue, it is still likely to remain below pre-pandemic levels through the remainder of FY 2024. The Yuba-Sutter NextGen Transit Plan (Plan) was adopted in May 2023 to reshape the service over the next 5 to 10 years. The Plan includes modifications to existing routes, new service areas, alternative service models, and more modern technology-based transportation delivery tools. With full implementation, Yuba-Sutter Transit's ridership is projected to increase by 45 percent and its coverage area will increase by 60 percent at approximately the same operating cost (when adjusted for inflation).

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

RECOMMENDATION: Information only.

Attachment

**THIRD QUARTER PERFORMANCE REPORT  
FISCAL YEAR 2023-2024**

<b>Fixed Route:</b>	Passenger Trips	Vehicle Serv. Hours	Pass. Trips Per VSH	Est. Fare Revenue	Fare Rev. Per VSH	Est. Farebox Ratio
July 2023 - March 2024	366,996	32,777.87	11.20	\$441,833	\$13.48	11.4%
July 2022 - March 2023	324,860	32,720.45	9.93	\$404,569	\$12.36	11.2%
Percent Change	13.0%	0.2%	12.8%	9.2%	9.1%	2.0%
<b>Dial-A-Ride:</b>						
July 2023 - March 2024	22,464	14,669.27	1.53	\$77,971	\$5.32	4.5%
July 2022 - March 2023	22,096	12,140.39	1.82	\$71,395	\$5.88	5.3%
Percent Change	1.7%	20.8%	-15.9%	9.2%	-9.6%	-15.0%
<b>Sacramento Services (Commuter &amp; Midday):</b>						
July 2023 - March 2024	31,575	7,230.64	4.37	\$162,520	\$22.48	19.0%
July 2022 - March 2023	28,406	7,895.04	3.60	\$146,495	\$18.56	16.9%
Percent Change	11.2%	-8.4%	21.3%	10.9%	21.1%	12.7%
<b>Foothill Route:</b>						
July 2023 - March 2024	1,224	787.48	1.55	\$1,140	\$1.45	1.2%
July 2022 - March 2023	902	768.00	1.17	\$827	\$1.08	1.0%
Percent Change	35.7%	2.5%	32.8%	37.8%	34.0%	22.7%
<b>Live Oak Route:</b>						
July 2023 - March 2024	2,366	758.30	3.12	\$1,724	\$2.27	1.9%
July 2022 - March 2023	2,251	672.32	3.35	\$1,548	\$2.30	2.1%
Percent Change	5.1%	12.8%	-6.9%	11.3%	-1.2%	-8.3%
<b>Wheatland Route:</b>						
July 2023 - March 2024	288	444.03	0.65	\$219	\$0.49	0.4%
July 2022 - March 2023	125	437.09	0.29	\$99	\$0.23	0.2%
Percent Change	130.4%	1.6%	123.7%	121.2%	114.4%	109.0%
<b>Systemwide Summary:</b>						
July 2023 - March 2024	424,913	56,668	7.50	\$685,406	\$12.10	10.3%
July 2022 - March 2023	378,640	54,633	6.93	\$624,933	\$11.44	10.4%
Percent Change	12.2%	3.7%	8.2%	9.7%	5.7%	-1.4%

Notes:

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