



## MEETING NOTICE & AGENDA

**DATE:** Thursday, April 20, 2023

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

**PLACE:** Yuba County Government Center  
Board of Supervisors Chambers  
915 Eighth Street  
Marysville, California

**A remote option for audience participation is being provided only as a courtesy. Members of the Yuba-Sutter Transit Board of Directors must attend in person. If the remote connection fails for any reason, the meeting will continue as noticed so the public must attend in person to assure access to the meeting.**

To join the meeting from your computer, tablet, or smartphone, please use the Zoom Meeting link below.

**<https://us02web.zoom.us/j/82448182321?pwd=MTAvL1UzMHA4VzFFNzZQcm0xdGFjQT09>**

To join by telephone conference call: 1-669-900-6833  
Meeting ID: 824 4818 2321  
Password: 100190

The public will be muted by default. The following options are available to speak during the public comment portions of the meeting:

Online: Raise your hand or use the Q&A panel to submit your comments.  
Phone: Press \*9 to raise your hand or press \*6 to send a request to be unmuted to submit comments.

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

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

### **II. Closed Session**

#### **A. Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8)**

Subject Property: 2100 B Street, Marysville, CA

Agency Negotiator: Keith Martin, Executive Director

Negotiation Parties: Yuba-Sutter Transit Authority and the California Department of Transportation

Under Negotiation: Temporary Construction Easement & Relocation Assistance Price and Terms of Payment

### **III. 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.

### **IV. Consent Calendar**

All matters listed on 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 discussed or removed from the Consent Calendar for specific action.

- A. Minutes from the Regular Meeting of March 16, 2023. (Attachment)
- B. Disbursement List for March 2023. (Attachment)
- C. Monthly Performance Report for March 2023. (Attachment)

**V. Reports**

- A. **Yosemite Area Regional Transportation System (YARTS) Bus Lease Agreement.** Review and consideration of an agreement to lease three Yuba-Sutter Transit commuter buses to YARTS. (Attachment)

RECOMMENDATION: Authorize execution of the YARTS bus lease agreement as proposed.

- B. **Storer Transit Systems Contract Extension.** Consideration of a two-year extension of the existing service contract through September 2025. (Attachment)

RECOMMENDATION: Authorize a conditional notice to extend the Storer Transit Systems contract pending Caltrans approval.

- C. **Temporary Construction Easement Agreement for 2100 B Street, Marysville, CA.** Consideration of a temporary construction easement agreement with the California Department of Transportation (Caltrans) on authority owned property.

RECOMMENDATION: Authorize execution of a temporary construction easement agreement as proposed or amended.

- D. **Granite Construction Soil Transfer License Agreement.** (Attachment)

RECOMMENDATION: Authorize execution of the soil transfer license agreement as proposed.

- E. **Federal Zero-Emission Bus (ZEB) Transition Plan Update.** (Attachment)

RECOMMENDATION: Information only.

- F. **Discount Monthly Pass Program Grant Close-Out Report.** (Attachment)

RECOMMENDATION: Information only.

- G. **Project & Program Updates:**

1. NextGen Transit Plan (Final Draft Plan Presentation & Adoption Consideration at the May 18<sup>th</sup> Meeting)
2. Next Generation Zero-Emission Bus Facility Project (Three Pending Grant Award Announcements)
3. Executive Director Recruitment

**VII. Correspondence / Information**

**VIII. Other Business**

**IX. Adjournment**

**A SPECIAL MEETING HAS BEEN SCHEDULED FOR MONDAY, MAY 1, 2023  
AT 12:30 P.M. IN THE MARYSVILLE ROOM OF THE YUBA COUNTY GOVERNEMENT CENTER**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, MAY 18, 2023  
AT 4:00 P.M. IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS**

## AGENDA ITEM IV – A

### YUBA-SUTTER TRANSIT AUTHORITY MEETING MINUTES MARCH 16, 2023

#### I. Call to Order & Roll Call (4:09 P.M.)

Present: Bains (Chair), Blaser, Buttacavoli, Fuhrer (Vice-Chair), Hudson - Arrived at 4:15 p.m., and Shaw  
Absent: Flores, Kirchner

Martin requested the addition of off-agenda closed and open session items regarding property negotiations for Caltrans Temporary Construction Easement (TCE) #37882-04 at 2100 B Street, Marysville as the need to discuss this issue occurred after the agenda was posted. Director Fuhrer made a motion to accept the addition of the Caltrans agenda item. Director Shaw seconded the motion which passed unanimously.

#### II. Presentation

##### A. Draft Yuba-Sutter NextGen Transit Plan Service and Financial Recommendations.

Mr. Rahul Kumar, Innovate Mobility, provided an overview of the draft service recommendations including the resulting vehicle requirements, proposed fare structures, cost estimates, and implementation schedule. The three key components of the plan are the Crosstown (previously named Core), Community, and Commuter services. Crosstown is the traditional fixed route service that is being proposed to be reduced from six to two routes that have been streamlined to reduce travel times; Community would be the new on-demand service that also includes the rural routes; and Commuter which will include both the existing Sacramento schedules as well as the new Roseville service.

Mr. Kumar then discussed the recommended implementation schedule and the projected additional cost increase by year of the proposed three-year plan. He noted that the current service level requires 31 vehicles for peak service which will be reduced to 30 in the third year of implementation. The current fare structure is proposed to be adjusted in two phases with the biggest change occurring in FY 2025 when monthly local passes would be discontinued in favor of a monthly cap. Current monthly passes are for a calendar month (1<sup>st</sup> to the 1<sup>st</sup>) and the new monthly cap discount is calculated based on a 30 day period that would start with the first tap. Based on the feedback received at this meeting, Mr. Kumar expects to present a draft plan at the April 20<sup>th</sup> meeting for approval consideration by the Board of Directors.

Director Blaser asked if we have had a Technology Manager in the past and if the plan includes any other new position. Martin responded that the Technology Manager would be a new position and that the plan also includes a new Community Relations Manager.

Dr. Tawny Dotson, Yuba College President, and a member of the NextGen Transit Plan Advisory Committee, addressed the board in full support of the NextGen Transit Plan recommendations. She also expressed a desire to expand the partnership with Yuba-Sutter Transit in the future.

Courtney Williams, representing FREED and also a member of the NextGen Transit Plan Advisory Committee, addressed the board with support for the NexGen Transit Plan, but expressed concern with the lack of access to Yuba-Sutter Transit for people in the more rural communities of the region.

Director Shaw asked Dr. Dotson if she was aware of any grants that would help reduce the cost of public transportation for college students. Dr. Dotson stated that the State of California has made access for community college students a priority and that funds are available to make bus passes available to students. Dr. Dotson also stated that there are more grants opportunities to Yuba College.

It was the consensus of the Board that staff should proceed with the development of the final draft plan as recommended.

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

None.

### **IV. Consent Calendar**

Director Shaw made a motion to approve the consent calendar. Director Hudson seconded the motion and it carried unanimously.

### **V. Reports**

#### **A. Preliminary Draft Yuba-Sutter Transit Operating and Capital Budgets for FY 2023-24.**

Martin 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. He stated that the current year operating expenses are projected to be about 4 percent below budget due largely to the operation of less service hours being operated than was budgeted and lower than expected fuel expenses. On the revenue side, fare revenues are up from last fiscal year and higher than expected. Capital expenditures are also lower than budgeted because the buses that were ordered will not arrive until next fiscal year and the facility engineering design work that had been budgeted will not be taking place this fiscal year.

Martin stated that the preliminary draft operating budget for FY 2024 is only \$24,000 over the current fiscal year budget and almost \$400,000 more than what is now projected for this fiscal year. The new budget assumes the operation of 75,000 service hours due to expected growth in Dial-A-Ride ridership. Key assumptions in the preliminary draft budget include the expected YARTS bus lease, staffing changes, extension of the Storer contract, and early NextGen Transit Plan recommendations.

On the capital side, the budget assumes the delivery of six small replacement buses and the early environmental, design, and engineering work on the new facility. At this time, two grants are pending for the facility and a third will be submitted by April 13<sup>th</sup>.

#### **B. Yosemite Area Regional Transportation System (YARTS) Bus Lease Agreement.**

Martin stated that Yosemite Area Regional Transportation System (YARTS) operated by the Merced County Association of Governments has a short-term need for some highway coaches due to significant delivery problems with their new buses. As a result, they have reached out to us to see if we could lease them up to three of our commuter buses for four months starting June 1<sup>st</sup>. The agenda packet included a YARTS-provided draft lease agreement which is now being reviewed by counsel. Under the terms of the draft agreement, YARTS will pay Yuba-Sutter Transit \$9,000 per bus per month (\$27,000 per month total) and will insure and maintain the buses for the duration of the four-month lease.

Director Hudson asked if selling the buses was a consideration. Martin stated these are the three oldest buses we have and that they will be surplus at some point but leasing them gives us an extra revenue stream now and we can still sell them later.

Director Blaser asked about the typical mileage for these buses. All three of these 2010 model buses have traveled nearly 500,000 miles and the federal useful life standard for such buses is 12 years or 500,000 miles so they have already reached that standard, but there is still a lot of life left in them.

Director Buttacavoli asked if an engine blows are we obligated to fix or will it be dropped from the lease agreement. Martin stated that it would be our choice whether to have it either repaired or replaced, but YARTS will not pay if a bus is down seven or more days.

It was the consensus of the Board to proceed with the YARTS lease agreement.

**C. State Low Carbon Transit Operations Program (LCTOP) Project Selection.**

Martin noted that we are now using these state funds to cover the lost revenue for the general monthly local fixed route passes that have been reduced in price from \$30 to \$10 each month since July 2020. Staff is now recommending that the new LCTOP funding be used to extend the program through July 2024. Pursuant to the preliminary recommendations of the NextGen Transit Plan, the fare structure would be changed effective August 2024 to offer a 30-day monthly cap instead of monthly passes. It was noted that LCTOP funding had previously been limited in how many years it could be used for a project, but recent legislation now allows fare and pass subsidy programs to be funded indefinitely. Staff is also recommending that the new LCTOP funding will also be used to cover the cost to extend the existing discount monthly senior, youth, and disabled pass program that now reduces the cost from \$15 to \$5 per month from April 2024 through July 2024. The current FRAQMD grant for the discount fare program is expected to end March 31, 2024, and the prospect for significant future FRAQMD funding is uncertain. Finally, staff is recommending that any remaining funds from the FY 2023 allocation (estimated at about \$300,000) be used for the transit facility project.

Director Hudson made a motion to authorize the submittal of specified projects for LCTOP funding as proposed and adopt Resolution No 2-23 authorizing execution of the related LCTOP Certifications and Assurances including the designation of the Executive Director as the Authorized Agent. Director Buttacavoli seconded the motion and it carried unanimously.

**D. Federal Transit Administration (FTA) Section 5339(b) Buses and Bus Facilities Program Competitive Grant Application Authorization.**

Martin stated that staff is requesting authorization to submit an FTA grant application for the facility project. This will be the third application under this program. The 2022 application was ranked as highly recommended on all six criteria, but there is a lot of competition across the country.

Director Fuhrer made a motion to adopt Resolution 3-23 authorizing the submittal of a Buses and Bus Facilities Program grant application as proposed. Director Hudson seconded the motion and it carried unanimously.

**E. State of Good Repair (SGR) Project Designation.**

Noting that the staff report lists the State of Good Repair funded capital projects that have been funded over time, Martin recommended that the new cycle of funding of nearly \$306,000 be used for the design and engineering work on the new facility in FY 2024.

Director Buttacovoli made a motion to adopt Resolution No 4-23 approving the submittal of Yuba-Sutter Transit's SGR Project List as proposed. Director Hudson seconded the motion and it carried unanimously.

**F. Authorizing Resolution for Federal Transit Administration (FTA) Grant Documents.**

Martin stated that this routine annual resolution designates the Executive Director or their designee to execute and file federal grant and contract related documents each year.

Director Shaw made a motion to adopt Resolution No. 5-23 authorizing the Executive Director, or their designee, to execute all federal grant and contract documents under Sections 5307, 5309, 5310, 5311, 5317, 5339 and RAISE. Director Hudson seconded the motion and it carried unanimously.

**G. Annual Authorization for the Executive Director to Certify as Counsel for Federal Transit Administration (FTA) Grants.**

Martin stated that this routine annual resolution authorizes the Executive Director to certify as counsel for electronic grant applications.

Director Hudson made a motion to adopt Resolution No. 6-23 authorizing the Executive Director to certify as counsel for FTA grants. Director Shaw seconded the motion and it carried unanimously.

**H. Appointment of an Interim Retired Annuitant to the Vacant Executive Director Position.**

Martin stated that this item is part of the transition process between his retirement on April 30, 2023, and when the new Executive Director is on board with continuing support thereafter as necessary. Pursuant to CalPERS requirements, this process requires specific Board actions as specified in the staff report. These include the adoption of a new salary schedule for the Executive Director position effective April 1, 2023, an Interim Retired Annuitant Employment Agreement with Keith Martin, and a resolution authorizing the appointment of an interim retired annuitant to the vacant Executive Director position under an allowed exception to the normal 180-day waiting period.

Director Bains asked counsel if all three items could be approved in one motion and counsel responded affirmatively. Director Shaw then inquired as to what happens if a new Executive Director is not on board in six months. Martin responded that 33 applications were received for the position and that has since been reduced to 12 qualified candidates. He fully expects that a quality candidate will be found among these candidates. He did note that the appointment of an Interim Retired Annuitant can only be made once and that the end date has been set for June 30, 2024, though only 960 hours can be worked in any one fiscal year so that will have to be monitored closely if the replacement process is delayed for some reason.

Director Shaw made a motion to: 1) Adopt the revised Yuba-Sutter Transit Monthly Salary Schedule effective April 1, 2023.

2) Authorize execution of the Interim Retired Annuitant Employment Agreement with Keith martin effective May 1, 2023, as proposed.

3) Adopt Resolution No. 7-23 authorizing the appointment of an Interim Retired Annuitant to the Vacant Executive Director position under the 180—day wait period exception of Government Code Sections 7522.56 and 21221(h).

Director Blaser seconded the motion and it carried unanimously.

**I. Staff Classification and Compensation Study.**

Martin stated that it has been discussed in the past that it is a best practice to periodically evaluate an organization's classification and compensation program and that Yuba-Sutter Transit has never conducted such an evaluation. In October, staff retained Bryce Consulting to conduct the first ever agency classification and compensation study. The agenda packet includes the study and new job descriptions along with a proposed salary schedule effective July 1, 2023, to fully implement the study findings.

Martin noted that this discussion does not include the Executive Director position as the Board previously adopted a new job description and set a new salary range for that position as part of the recruitment process. For the classification portion of the study, the four non-executive positions include two Program Managers with the same basic job description and salary schedule though one is responsible for finance and administration and the other is responsible for planning and marketing. Bryce recommended that these positions be separated into a Finance Manager and a Planning Manager with different job specifications and salary schedules for each and that both positions be classified as being exempt from overtime. Bryce included revised job descriptions for all four non-executive positions.

For the compensation portion of the study, Bryce looked at three different markets: Local Transit Agency Market; Expanded Transit Agency Market; and the Local Non-Transit Agency Market. The local transit market is both relatively nearby and generally comparable to Yuba-Sutter Transit; the expanded transit market that included generally comparable agencies located in the Bay Area and southern California; and the local non-transit market which included Yuba City, Sutter County, and Yuba County. The study results indicate that the four Yuba-Sutter Transit positions are significantly below those of comparable positions in all three markets. As a result, the study recommended that the local non-transit market be used as the basis for adjusting the salaries for the four non-executive Yuba-Sutter Transit positions as these positions are likely to be recruited locally.

Martin stated that he is now asking the Board to adopt the revised job descriptions for all four non-executive positions as proposed including the new overtime exemption for the Finance Manager and Planning Manager positions as well as a new salary schedule to implement both the recommended equity adjustments for each of the four positions including a 3.0 percent cost-of-living adjustment as the surveyed salaries were generally effective in 2022. The proposed equity adjustments, at an average of 12.75 percent for all four positions would represent a combined salary and benefit cost increase of \$55,723 for FY 2024. The cost-of-living adjustment would increase that cost to \$67,631 for FY 2024. Martin noted that the basic classification and compensation recommendations were discussed with the Ad Hoc Personnel and Executive Search Committee in February.

Director Buttacavoli made a motion to adopt revised job classification and job descriptions for the four non-executive position as proposed; and adopt a revised staff salary schedule effective July 1, 2023, reflecting both the proposed equity and cost-of-living adjustments. Brad Hudson seconded the motion which was approved unanimously.

**VI. Project & Program Updates.**

1. Caltrans Temporary Construction Easement Agreement

Pursuant to the action at the beginning of the meeting to add both closed and open session items to the agenda, the Board adjourned to closed session at 5:11 p.m.

The Board reconvened at 5:26 p.m. and stated that no reportable action was taken in closed session.

**VII. Correspondence / Information**

None.

**VIII. Other Business**

Martin stated that March 18<sup>th</sup> is National Transit Driver Appreciation Day and all drivers and other Storer Transit and Yuba-Sutter Transit employees will be given a tote bag with our logo. Each of the board members are also receiving a bag in appreciation for their contribution to public transit.

**IX. Adjournment**

The meeting was adjourned at 5:27 pm.

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, APRIL 20, 2023 AT 4:00 PM IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS UNLESS OTHERWISE NOTICED.**



**AGENDA ITEM IV-B  
YUBA-SUTTER TRANSIT  
DISBURSEMENT LIST  
MONTH OF MARCH 2023**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 7,620.69	PERS HEALTH	HEALTH INSURANCE
EFT	\$ 3,506.24	PERS RETIREMENT	RETIREMENT PAYMENT (EMPLOYER SHARE)
EFT	\$ 600.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 38,986.66	PAYROLL	PAYROLL
EFT	\$ 1,573.75	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE
EFT	\$ 36.89	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION - MARCH 2023
EFT	\$ 279.22	CALIFORNIA WATER SERVICE	WATER
EFT	\$ 4,016.42	PG&E	ELECTRIC 2/10/2023 - 3/13/2023
EFT	\$ 9.98	PG&E	ELECTRIC PARKING LOT LIGHTS MAR 2023
EFT	\$ 1,623.85	PG&E	GAS FEBRUARY 2023
EFT	\$ 100.00	BRAD HUDSON	BOARD MEETING 2/16/2023
EFT	\$ 100.00	DAVID SHAW	BOARD MEETING 2/16/2023
EFT	\$ 100.00	DON BLASER	BOARD MEETING 2/16/2023
EFT	\$ 100.00	KARM BAINS	BOARD MEETING 2/16/2023
EFT	\$ 100.00	BRAD HUDSON	BOARD MEETING 3/16/2023
EFT	\$ 100.00	DAVID SHAW	BOARD MEETING 3/16/2023
EFT	\$ 100.00	DON BLASER	BOARD MEETING 3/16/2023
EFT	\$ 100.00	KARM BAINS	BOARD MEETING 3/16/2023
EFT	\$ 100.00	SETH FUHRER	BOARD MEETING 3/16/2023
EFT	\$ 100.00	SETH FUHRER	BOARD MEETING 2/16/2023
EFT	\$ 348.93	CARDMEMBER SERVICES	CREDIT CARD -SUBSCRIPTIONS, ED POSITION AD, WATER FILTER, DOOR BUTTON
EFT	\$ 5,842.33	INNOVATE MOBILITY	COA PROFESSIONAL SERVICES - 1/19/2023 - 2/13/2023
EFT	\$ 3,113.18	INNOVATE MOBILITY	PROFESSIONAL SERVICES TIRCP - 1/19/2023 - 2/3/2023
EFT	\$ 14,748.92	INNOVATE MOBILITY	COA PROFESSIONAL SERVICES - 2/14/2023 - 3/14/2023
EFT	\$ 228.38	UTILITY MANAGEMENT SERVICES	SEWER
EFT	\$ 297.46	PRIMEPAY	PAYROLL FEES - FERUARY 2023
EFT	\$ 128.48	ELAVON	MERCHANT SERVICE FEE - MARCH 2023
18334	\$ 239.32	ADVANCED DOCUMENTS CONCEPTS	COPY MACHINE CHARGES - FEBRUARY 2023
18335	\$ 175.00	ALL SEASON'S TREE & TURF CARE	LANDSCAPING & WEED CONTROL FEBRUARY 2023
18336	\$ 100.00	BRUCE BUTTACAVOLI	BOARD MEETING 2/16/2023
18337	\$ 1,714.96	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES - FEBRUARY 2023
18338	\$ 349.38	HERBOTH'S MACHINE SHOP	REPAIR DAMAGED SIMI SEAT
18339	\$ 144.71	LISA OLEARY	VISION REIMBURSEMENT - LO
18340	\$ 100.00	MICHAEL PASQUALE	BOARD MEETING 2/16/2023
18341	\$ 100.00	NICK MICHELI	BOARD MEETING 2/16/2023
18342	\$ 1,100.00	RC JANITORIAL	JANITORIAL SERVICES - FEBRUARY 2023
18343	\$ 5,144.41	RAMOS OIL COMPANY	BUS FUEL - GAS
18344	\$ 1,369.00	ROYAL AIRE INC	HEATING TUNE UP IN OPERATIONS
18345	\$ 759.75	SC FUELS	DEF FLUID
18346	\$ 55.00	SHELBY'S PEST CONTROL	PEST CONTROL SERVICES - MARCH 2023
18347	\$ 258.89	STAPLES	ADMIN SUPPLIES - 4 FARGO PRINTER RIBBONS
18348	\$ 486,568.39	STORER TRANSIT SYSTEMS	CONTRACT SERVICES & VEHICLE INSURANCE 1/23
18349	\$ 450.00	STREAMLINE	WEBSITE SERVICES - MARCH 2023
18350	\$ 7,483.50	SUTTER BUTTES COMMUNICATION INC	SERVICE CHARGES & REPEATER FEE 4/23 - 6/23
18351	\$ 53.04	SUTTER COUNTY LIBRARY	CONNECT CARD SALES COMMISSION - FEB 2023
18352	\$ 1,650.84	T-MOBILE	WIFI SERVICES ON BUSES - FEBRUARY 2023
18353	\$ 5,500.74	TEHAMA TIRE SERVICES INC	TUBES/TIRES
18354	\$ 272.79	TIAA COMMERCIAL FINANCE INC	COPIER LEASE - FEBRUARY 2023
18355	\$ 28.65	YUBA COUNTY ADMIN SERVICES	10/20/22 BOARD MEETING SECURITY SERVICES
18356	\$ 600.00	ALL SEASON'S TREE & TURF CARE	ANNUAL SPRAYING FOR FRUIT REDUCTION
18357	\$ 1,890.00	ALLIANT NETWORKING SERVICES INC	IT SERVICES - APRIL 2023
18358	\$ 100.00	BRUCE BUTTACAVOLI	BOARD MEETING 3/16/2023
18359	\$ 379.65	COMCAST BUSINESS	TELEPHONE SERVICES - MARCH 2023
18360	\$ 345.38	COMCAST BUSINESS	INTERNET SERVICES - MARCH 2023
18361	\$ 110.00	HANCOCK PETROLEUM SERVICES	PERFORMED STI-SP001 INSPECTIONS
18362	\$ 25,928.33	LAKEVIEW PETROLEUM COMPANY	BUS FUEL - DYED DIESEL
18363	\$ 426.11	LANDA & SONS GLASS INC	REPLACE GLASS AT GRAY AVE @ YUBA CITY MALL
18364	\$ 1,222.14	PREMIER PRINT & MAIL	PRINTING - 5000 NEWSLETTER MASTHEAD
18365	\$ 1,059.77	QuEST	MAINTENANCE OF BUS STOPS/SHELTERS - 2/23
18366	\$ 352.82	QUILL CORPORATION	JANITORIAL SUPPLIES - PAPER TOWELS & TOILET PAPER
18367	\$ 4,765.57	RAMOS OIL COMPANY	BUS FUEL - GAS
18368	\$ 1,050.40	SC FUELS	DEF FLUID
18369	\$ 565.47	STANLEY SECURITY SOLUTIONS INC	SERCURITY SERVICES - APRIL 2023
	\$ 636,375.39		

**LAIF  
TRANSFERS**

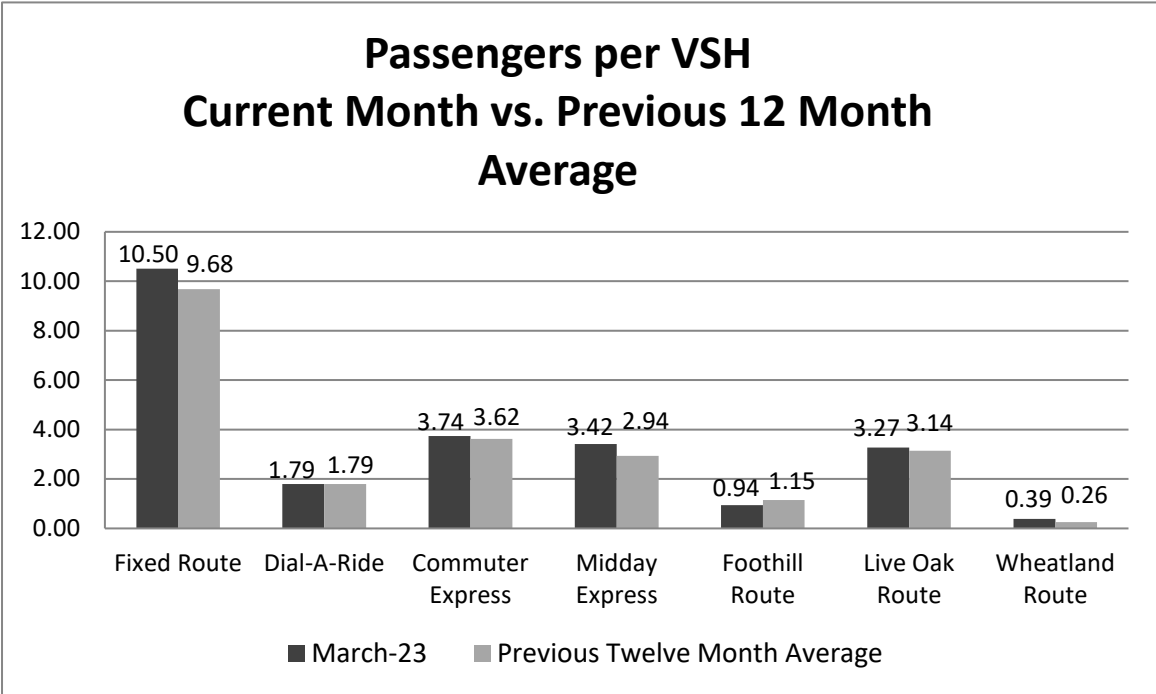
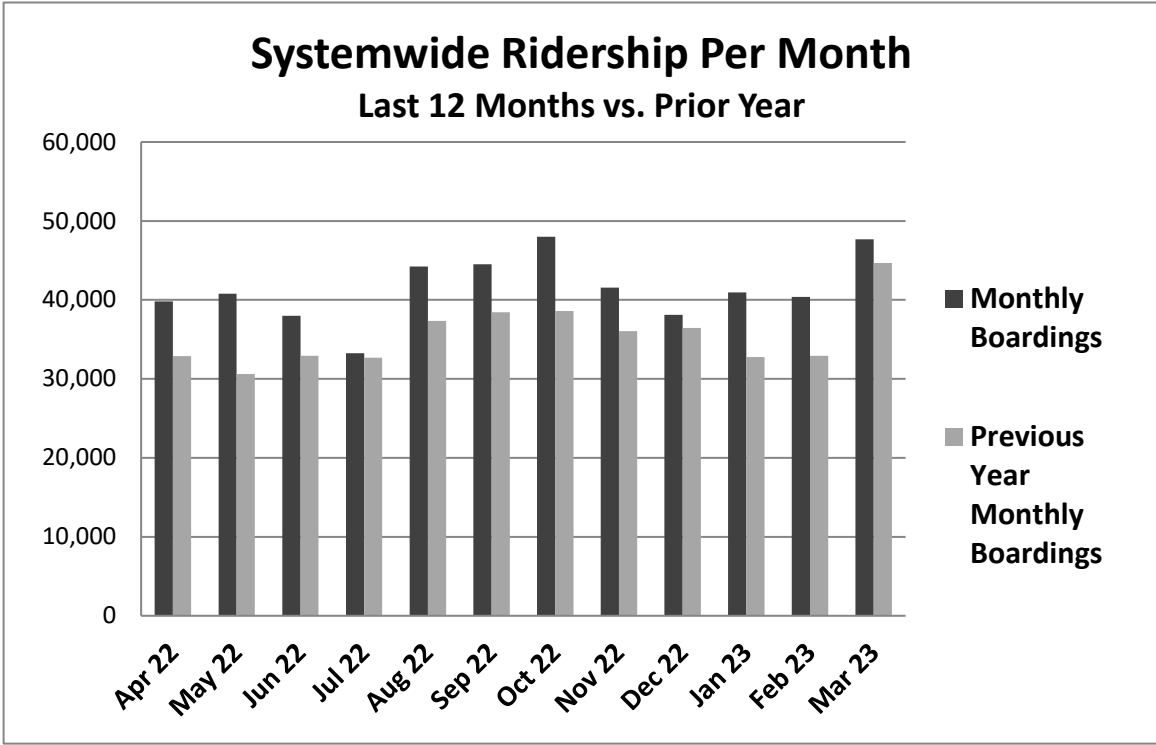
3/1/2023 \$ 1,300,000.00 TRANSFER FROM CHECKING TO LAIF

## AGENDA ITEM IV- C

### MARCH 2023 PERFORMANCE REPORT

	<b>March-23</b>	<b>Previous Twelve Month Average</b>	<b>Fiscal YTD</b>	<b>Previous Fiscal YTD</b>
<b>Ridership:</b>				
Fixed Route	40,943	35,285	324,860	284,199
Dial-A-Ride	2,884	2,479	22,096	21,267
Commuter Express	2,881	2,608	24,046	16,621
Midday Express	581	468	4,360	3,669
Foothill Route	88	99	902	637
Live Oak Route	288	235	2,251	1,495
Wheatland Route	19	12	125	95
Oroville Route	0	0	0	1,975
<b>Total Ridership:</b>	<b>47,684</b>	<b>41,188</b>	<b>378,640</b>	<b>329,958</b>
<b>Vehicle Service Hours:</b>				
Fixed Route	3,897.64	3,643.90	32,720.45	32,727.07
Dial-A-Ride	1,607.93	1,384.47	12,140.39	13,126.75
Commuter Express	769.59	720.72	6,456.98	6,499.10
Midday Express	170.09	159.35	1,438.06	1,389.85
Foothill Route	93.13	86.45	768.38	773.65
Live Oak Route	88.04	74.83	672.32	660.21
Wheatland Route	48.82	47.24	437.09	397.18
Oroville Route	0.00	0.00	0.00	427.39
<b>Total VSH's:</b>	<b>6,675.24</b>	<b>6,116.96</b>	<b>54,633.67</b>	<b>56,001.20</b>
<b>Passengers Per Hour:</b>				
Fixed Route	10.50	9.68	9.93	8.68
Dial-A-Ride	1.79	1.79	1.82	1.62
Commuter Express	3.74	3.62	3.72	2.56
Midday Express	3.42	2.94	3.03	2.64
Foothill Route	0.94	1.15	1.17	0.82
Live Oak Route	3.27	3.14	3.35	2.26
Wheatland Route	0.39	0.26	0.29	0.24
Oroville Route	0.00	0.00	0.00	4.62
<b>Total Passengers Per VSH:</b>	<b>7.14</b>	<b>6.73</b>	<b>6.93</b>	<b>5.89</b>

## MARCH 2023 PERFORMANCE REPORT



AGENDA ITEM V – A  
STAFF REPORT

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS) BUS LEASE AGREEMENT**

Due to a long lead time for new vehicle deliveries, the Yosemite Area Regional Transportation System (YARTS) does not have enough vehicles to operate their summer schedules from valley locations to Yosemite National Park. As a result, YARTS reached out to Yuba-Sutter Transit and other transit agencies to inquire as to the availability of any excess buses for sale or lease. This issue was introduced at the February 16<sup>th</sup> meeting and discussed in length at the March 16<sup>th</sup> meeting at which time it was the consensus direction of the Board to proceed with a lease of up to three commuter buses which would be beneficial to both parties for the following reasons:

1. The three 2010 MCI D4500 model buses that are now being operated by Yuba-Sutter Transit are nearly identical to the buses that YARTS currently operates and maintains having been purchased as part of the same joint procurement.
2. Due to pandemic related reductions in the Sacramento service, Yuba-Sutter Transit currently has excess commuter buses to maintain operations with thirteen buses available for a daily peak pull-out requirement of seven buses.
3. YARTS will insure and maintain the buses for five months (May 1 – October 1, 2023), saving Yuba-Sutter Transit insurance and maintenance costs while providing a small revenue stream over the term of the proposed lease.

Attached for Board review and consideration is a copy of the draft lease agreement that was prepared by YARTS and reviewed by our legal counsel for legal sufficiency. Pursuant to the draft agreement, YARTS will pay Yuba-Sutter Transit \$9,000 per bus for each month of the five-month term for a maximum payment of \$135,000. For the agreed upon lease price, Yuba-Sutter Transit would be responsible for the repair or replacement of major components such as engines or transmissions. YARTS will be responsible for all routine inspections, maintenance, and repair expenses except that any bus that is unable to operate for seven or more days due to maintenance issues will be exempt from lease payments for the duration of the time that it is out of service. YARTS will pick up and drop off the buses at the Yuba-Sutter Transit facility in Marysville ensuring that each is returned in good working order. YARTS will arrange for and provide proof of the specified level of insurance coverage on the buses and fully indemnify Yuba-Sutter Transit during the time that they are in their possession.

Staff is recommending that the Board authorize execution of the bus lease agreement as proposed and will be prepared along with legal counsel at the meeting to discuss the terms of the agreement in detail as desired.

**RECOMMENDATION:** Authorize execution of the YARTS bus lease agreement as proposed or amended.

**VEHICLE LEASE AGREEMENT  
BETWEEN  
YUBA-SUTTER TRANSIT AUTHORITY  
AND  
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM**

This Agreement is made and entered into, by and between Yuba-Sutter Transit, hereinafter referred to as “Lessor,” and the Yosemite Area Regional Transportation System (YARTS), a California joint powers authority pursuant to California Government Code Section 6500 et seq, hereinafter referred to as “Lessee.” Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

**SECTION 1 – VEHICLES LEASED**

Lessor hereby leases to Lessee, on the terms and conditions herein contained, the following transit vehicles:

<b>Vehicle Identification Number (VIN)</b>	<b>Model Year</b>	<b>Vehicle/Chassis Make and Model</b>	<b>Vehicle Number</b>	<b>Mileage as of 1/1/2023</b>
1M8PDMEA5AP059387	2010	MCI D4500	5701	481,985
1M8PDMEA7AP059388	2010	MCI D4500	5702	483,715
1M8PDMEA9AP059389	2010	MCI D4500	5303	452,002

**SECTION 2 – USE AND SCOPE OF SERVICE LIMITS**

Lessee shall use the vehicles for the sole purpose of operating its bus service within its service area, which is between Yosemite National Park and its gateway communities in the counties of Merced, Mariposa, Madera, Mono, Tuolumne, and Fresno.

Lessee agrees that it will not use or permit the use of the leased vehicles in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to void any insurance covering the vehicles, or permit any vehicle to become subject to any lien, charge or encumbrance which may affect Lessor’s title to said vehicle.

**SECTION 3 – TERM**

The term of the lease shall be for four months beginning May 1, 2023 and ending September 30, 2023.

**SECTION 4 – LESSEE’S REPRESENTATIONS AND WARRANTIES**

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

- (a) Lessee is a joint powers authority, duly organized, validly existing, and in good standing under the laws of the State of California, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.

- (b) Neither the execution, delivery or performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Joint Powers Agreement or Bylaws of Lessee or any provision of law, statute, rule, regulation, or order or any court or governmental authority to which Lessee is subject, or any judgment, decree, franchise, order or permit applicable to the Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance or liability.
- (c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state or local, which authorize or empower the services to be performed hereunder by Lessee.

#### **SECTION 5 – RENT AND TERMS OF PAYMENT**

Lessee agrees to pay as rent for the vehicles leased herein the sum of \$9,000 per vehicle, per month for the duration of the term of this agreement. Any leased vehicle unable to operate due to maintenance issues beyond seven days will be exempt from payment for the duration of time out of service. Payment will be issued monthly by the fifteenth (15<sup>th</sup>) of the month beginning May 15, 2023, with the last payment to be issued by October 15, 2023.

#### **SECTION 6 – INSURANCE**

- (a) Throughout the term of this Agreement, LESSEE shall procure and maintain a comprehensive general liability insurance policy providing TEN MILLION DOLLARS (\$10,000,000) per occurrence with a total policy limit of TEN MILLION DOLLARS (\$10,000,000) combined single limit bodily injury and property damage coverage. Personal injury, and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance (vehicle liability and vehicle damage insurance shall be provided pursuant to Paragraph (b), below). LESSEE shall name the LESSOR and each of its member jurisdictions or other parties as required by LESSOR, including their officers, employees and agents, as additional insureds on said policy. LESSEE shall cause such additional insureds to be added to its policy of insurance by way of an endorsement which endorsement shall be a CG 20 10 11/85 or equivalent additional insured endorsement. (The ADDITIONAL INSURED ENDORSEMENT) The ADDITIONAL INSURED ENDORSEMENT shall not be an omnibus endorsement but shall specifically and directly name each additional insured. Such ADDITIONAL INSURED ENDORSEMENT will explicitly include coverage for the additional insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The ADDITIONAL INSURED ENDORSEMENT shall not contain any provisions which limit or restrict coverage for the additional insureds beyond the extent set forth above. Any insurance carrier providing insurance called for in this section shall be from a California admitted carrier and have a minimum rating of AM. Best Rated A, or better. Any self-insured retention shall be declared by LESSEE and approved in writing by the LESSOR. With respect to any self-insured retention, the coverage provided for the LESSOR, its member jurisdictions, and other parties required by the LESSOR shall be equal and identical to the coverage of the LESSEE. LESSEE shall provide written

documentation to the LESSOR that establishes that as to any self-insured retention, the additional insured parties shall have coverage to the same extent as the LESSEE. LESSEE shall provide the LESSOR with the ADDITIONAL INSURED ENDORSEMENTS required by this paragraph within thirty (30) days of the Notice of Contract Award and, upon request, a copy of the entire policy of insurance. Such policy or policies of insurance shall provide that they may not be cancelled without at least 30 days written notice to LESSOR. LESSEE shall provide LESSOR a copy of the current policy of insurance and all endorsements, as well as documentation for coverage under any self-insured retention, within ten (10) days of receiving such a request from LESSOR).

- (b) LESSEE shall provide LESSOR with vehicle liability insurance in the amount of TEN MILLION DOLLARS (\$10,000,000) per occurrence with a total policy limit of TEN MILLION DOLLARS (\$10,000,000) combined single limit for bodily injury and property damage. Coverage will also include collision and comprehensive physical damage with a deductible not to exceed TEN THOUSAND DOLLARS (\$10,000). Any deductible will be the responsibility of LESSEE. LESSEE shall name LESSOR and each of the member jurisdictions, or other parties as required by LESSOR, including their officers, employees and agents, as additional insured on said policy and shall furnish LESSOR with evidence of insurance within 30 days of the notice of contract award. Such policy or policies shall provide that they may not be cancelled without at least thirty (30) days written notice to LESSOR. LESSEE shall provide LESSOR a copy of the current policy of insurance and all endorsements within ten (10) days of receiving such a request from LESSOR. insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The ADDITIONAL INSURED ENDORSEMENT shall not contain any provisions which limit or restrict coverage for the additional insureds beyond the extent set forth above. Any insurance carrier providing insurance called for in this section shall be from a California admitted carrier and have a minimum rating of AM. Best Rated A, or better. Any self-insured retention shall be declared by LESSEE and approved in writing by the LESSOR. With respect to any self-insured retention, the coverage provided for the LESSOR, its member jurisdictions, and other parties required by the LESSOR shall be equal and identical to the coverage of the LESSEE. LESSEE shall provide written documentation to the LESSOR that establishes that as to any self-insured retention, the additional insured parties shall have coverage to the same extent as the LESSEE. LESSEE shall provide the LESSOR with the ADDITIONAL INSURED ENDORSEMENTS required by this paragraph within thirty (30) days of the Notice of Contract Award and, upon request, a copy of the entire policy of insurance. Such policy or policies of insurance shall provide that they may not be cancelled without at least 30 days written notice to LESSOR. LESSEE shall provide LESSOR a copy of the current policy of insurance and all endorsements, as well as documentation for coverage under any self-insured retention, within ten (10) days of receiving such a request from LESSOR).
- (c) The above requirement may be met by the LESSEE's Operations contractor Transdev.
- (d) In case of damage, destruction or loss of any vehicle or equipment provided by LESSOR under the terms of this agreement, LESSOR agrees that the liability of LESSEE for said damage or destruction shall be limited to the fair market value of the vehicle or equipment at the time of loss.

- (e) Should, at any time, any of the insurance policies required by this Agreement be unsatisfactory to LESSOR, at its sole discretion, LESSEE shall promptly obtain a new policy, submit the same to LESSOR. Upon failure of LESSEE to furnish, deliver or maintain any insurance and endorsements as required by this Agreement, at the election of LESSOR, this Agreement may be immediately terminated as provided herein. Failure of LESSEE to obtain and maintain any required insurance shall not relieve LESSEE of any liability under this Agreement (and LESSEE may be answerable to LESSOR for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of LESSEE concerning indemnification.
- (F) All insurance provided by LESSEE shall be primary and any insurance or self-insurance maintained by the LESSOR and its member jurisdictions shall be excess of LESSEE's insurance and shall not contribute to it.
- (g) LESSEE's failure to provide the insurance required by this section, or LESSEE's submission of insurance policies, endorsements, and other documentation (whether or not such documentation is "accepted" by LESSOR) shall not waive or satisfy the LESSEE's obligation to provide LESSOR with the insurance required by this Agreement if it has failed to do so. Should LESSEE fail to provide insurance in the form and amount specified by this Agreement, LESSEE shall be directly liable to LESSOR to provide it with both a defense and indemnity for any losses which LESSOR incurs to the extent such losses would have been covered by insurance as is specified in this Agreement. Notwithstanding the above, LESSEE shall not be required to indemnify LESSOR from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of LESSOR, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction.
- (h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements as set forth above and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The defense and indemnifications of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. All deductibles and self-insured retentions (SIR) must be disclosed to the LESSOR for approval and shall not reduce the limits of the liability. Policies containing any SIR provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the LESSOR. The LESSOR reserves the right to obtain a full certified copy of any insurance policy and endorsement coverage under this Agreement. Failure to exercise this right shall not constitute a waiver of the right to exercise it later.

#### **SECTION 7-- Worker's Compensation.**

LESSEE certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions and furnish LESSOR with a Certificate of Insurance before commencing the performance of this agreement. Furthermore, LESSEE shall indemnify LESSOR, its officers and employees, for any claims



in law or equity occasioned by failure of LESSEE to comply with this provision or which arise out of any job-related injury, including third party claims against LESSOR by LESSEE'S or SUB-LESSEE's employees. The indemnification provisions of this paragraph shall survive the termination of this agreement or any extensions thereof.

## **SECTION 8 – LICENSE PLATES AND REGISTRATION**

The vehicles subject to this Agreement shall bear the proper license plate for the State of California with the titles registered in the name of the Lessor. All vehicles will be current in registration and legal to operate in California for the full duration of this Agreement at the expense of Lessor.

## **SECTION 9 - DELIVERY OF VEHICLES**

Lessor shall use all reasonable diligence to transfer the vehicles leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto, but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

## **SECTION 10 – REPORTING AND AUDIT**

- (a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle maintenance records and trip logs.
- (b) Lessor may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested for completion of audits.
- (c) Lessee agrees to preserve, for a period of three (3) years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

## **SECTION 11 – MAINTENANCE**

Lessee is responsible for basic regular daily/monthly vehicle maintenance the duration of this Agreement. The Lessor will provide a schedule for preventative maintenance service that may be required during the term of this Agreement. Lessee shall prepare and maintain accurate records relating to any vehicle maintenance performed herein and shall provide Lessor with any such information at the conclusion of this Agreement.

Should a significant maintenance issue arise during the term of this Agreement that is identified by Lessee to be beyond regular basic vehicle maintenance (i.e. engine or transmission failure), the issue will be communicated to Lessor. Lessor is responsible for all major vehicle repairs that occur during the term of this Agreement. Any vehicle not in operation for a period greater than 7 days due to a significant maintenance issue under the purview of the Lessor will result in an adjustment of the per vehicle per month payment calculation as outlined in Section 5 of this Agreement.

## **SECTION 12 – ACCEPTANCE BY LESSEE**

All vehicles provided to Lessee shall be in a state of good repair, shall be in good mechanical condition and running order, and shall be neat and proper in appearance upon delivery to Lessee. Lessor shall provide Lessee with a 45-day inspection report for review and concurrence on each vehicle condition.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle subject to this Agreement.

## **SECTION 13 – INDEMNITY**

To the fullest extent allowed by law, LESSEE shall indemnify and hold LESSOR (and LESSOR's member jurisdictions) and its representative officers, directors, employees and agents free and harmless from and against any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind, including reasonable fees of attorneys and expert witnesses, to the extent they arise out of or are in any way connected with the performance of this Agreement by LESSOR, its agents, directors or employees, or by LESSEE, its agents, directors or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory whatsoever.

LESSEE agrees, at its own expense and upon written request by LESSOR, to defend any claim, suit, action or demand brought against LESSOR on any injury, loss or liability, actual or alleged, covered herein. Notwithstanding this defense obligation, LESSEE shall not be required to indemnify LESSOR from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of LESSOR, its agents, directors, and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. LESSEE shall provide the LESSOR with a defense until such determination has been made (i.e. until a court of competent jurisdiction has determined that the loss or liability arises from the sole negligence or willful misconduct of LESSOR, LESSEE shall provide a defense as to such loss or liability). LESSEE's indemnity obligations survive termination of this Agreement.

## **SECTION 14 – DRIVERS OF VEHICLES**

The leased vehicles under this Agreement shall be operated only by legally qualified drivers having a proper license. Lessee shall cause the vehicles to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicles because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

## **SECTION 15 – TERMINATION**

This Agreement shall terminate as provided in Section 3 unless otherwise terminated as set forth below.

With 30 days written notice to the other party, each party reserves the right to terminate this Agreement when a party is, or has been, in violation of the terms of this Agreement.

With 30 days written notice to the Lessor, the Lessee may terminate this Agreement should the leased vehicles no longer be needed prior to the term of this Agreement.

## **SECTION 16 – SURRENDER OF VEHICLES**

Upon termination, at the sole option of the Lessor, Lessee shall surrender all vehicles leased hereunder, in the same condition as when received, less reasonable wear and tear, to the Lessor at the address listed in Section 20, or at any other location mutually agreed on by the parties to the Agreement.

## **SECTION 17 – WARRANTIES**

There are no warranties, expressed or implied, by the Lessor to the Lessee and Lessor shall not be liable for any loss or damage to the Lessee, nor to anyone else, of any kind and howsoever caused, with the exception related to out-of-service vehicles outlined in Sections 5 and 10 of this Agreement.

## **SECTION 18 – COMPLIANCE WITH LAWS**

The vehicles leased under this Agreement shall not, while in the possession, custody, or control of Lessee, be operated in excess of rated maximum weights or capacity. If a vehicle is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain as a result.

The leased vehicles shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicles. Lessee will hold Lessor harmless from any and all fines, forfeitures, penalties for traffic violations, or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public LESSOR.

Lessee shall not use nor allow any vehicles to be used for any unlawful purpose or for the transportation of any property or material deemed hazardous by reasons of being explosive, flammable, or fissionable.

## **SECTION 19 – ASSIGNMENT**

Lessee agrees not to assign, transfer, sublet, pledge or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicles.

## **SECTION 20 – LEASE ONLY**

This Agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicles leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns the vehicles

subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicles.

#### **SECTION 21 – NOTICES**

**IF TO LESSOR:** Keith Martin, Executive Director  
Yuba-Sutter Transit LESSOR  
2100 B Street  
Marysville, CA 95901

**IF NOT LESSEE:** Nav Bagri, Deputy Executive Director  
Yosemite Area Regional Transportation System  
357 W. 18<sup>th</sup> Street  
Merced, CA 95340

#### **SECTION 22 – RIGHT TO REPOSSESS**

Upon failure of Lessee to return or deliver the vehicles subject to the terms hereof as directed by Lessor, or if Lessee fails to use and maintain the vehicles as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicles are or may be located to take possession of and remove the vehicles. Lessee shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Lessor.

#### **SECTION 23 – RETURN OF VEHICLES**

Within 7 days of the termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicles and any requested related records, unless the right is waived at Lessor's sole discretion. Lessee shall provide a 45-day vehicle inspection report upon return of each vehicle for review and concurrence by Lessor on vehicle condition. Lessee is responsible for any repairs denoted on the 45-day inspection report to bring the vehicles into good working order.

#### **SECTION 24 – AMENDMENT**

This Agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed by parties.

#### **SECTION 25 – LIABILITY FOR CONTENTS**

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicles furnished by Lessor to Lessee pursuant to this Agreement after Lessee takes possession of the vehicles. Lessee shall hold Lessor harmless from and indemnify them from and against all claims based on or arising out of such loss or damage. No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

**SECTION 26– GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement between Lessor and Lessee.

**IN WITNESS THEREOF**, the parties have executed this Agreement as of the day and year first above written.

**LESSOR:**

**Yuba-Sutter Transit LESSOR**

By: \_\_\_\_\_  
Keith Martin, Executive Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Yosemite Area Regional Transportation System**

By: \_\_\_\_\_  
Stacie Guzman, Executive Director

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

AGENDA ITEM V – B  
STAFF REPORT

**STORER TRANSIT SERVICES CONTRACT EXTENSION**

Yuba-Sutter Transit's current operating agreement with Storer Transit Systems was effective October 1, 2019, and the initial four-year term will expire on September 30, 2023. The agreement provides for two optional extension terms of two years each to be exercised at the sole discretion of Yuba-Sutter Transit for a maximum eight-year term. Should the Board choose to exercise the first of these extensions, notice is to be provided to the contractor by May 1<sup>st</sup> and the new term would be effective October 1<sup>st</sup> and expire September 30, 2025. Pursuant to the terms and conditions of the agreement, the price formulas during any option year shall be adjusted by applying the percentage year-to-year change (February to February rounded to two decimal places) in a specified consumer price index providing that the adjustment shall not be less than two percent or greater than four percent in any one year.

The All-Urban Consumers U.S. City Average All Items (Series ID CUUR0000SA0) was 283.72 for February 2022 and 300.84 for February 2023 which calculates to a one-year increase of 6.03 percent. As noted above, the existing contract limits the annual cost adjustment during any option years to a maximum of four percent so that would be the cost multiplier that is applied to the current year four rates to determine the year five rates. The resulting contract rate adjustments for the period October 1, 2023 – September 30, 2025 are shown in Attachment A. Based on the terms of the existing contract which assumes the operation of 95,000 annual vehicle service hours, the maximum obligation to the contractor would increase from Year 4 to Year 5 by \$269,892.56 (4 percent) to \$7,017,206.56. The actual year-to-year change, however, will likely be lower based on the preliminary draft budget assumption of 75,000 vehicle service hours being operated in FY 2024. Using that figure (assuming no change in the size and mix of the revenue fleet), contract costs would increase from Year 4 to Year 5 by \$238,444.56 to \$6,199,558.56. These cost increases, which would be effective October 1, 2023, have been included in the preliminary draft budget.

Storer Transit Systems has been an exceptional partner over the past 4 years as the agency navigated the pandemic and the resulting fluctuations in ridership and service hours. Due to their aggressive recruitment and training efforts, Yuba-Sutter Transit has not experienced driver and general workforce shortages as acutely as many other transit agencies. In addition, if the operations contract was rebid in the current business environment, the annual cost would be expected to increase by a substantially higher percentage than the maximum four percent cap under the current agreement.

Based on the satisfactory past and continued performance of the Storer Transit Systems and the relatively low percentage change in the contract price compared to the consumer price index, staff is recommending that the Board authorize a conditional notification to the contractor that Yuba-Sutter Transit is exercising the first optional two-year extension. Such authorization would be conditional upon Caltrans' concurrence with this extension as required by current funding agreements. Alternatively, the Board could choose not to exercise the two-year option and proceed immediately with the development and release of a new Request for Proposals (RFP).

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

**RECOMMENDATION:** Authorize a conditional notice to extend Storer Transit Systems contract pending Caltrans approval.

Attachment A

**STORER TRANSIT SERVICES CONTRACT EXTENSION**

	<b>Maximum Obligation <u>Year Four</u><sup>1</sup></b>	<b>Maximum Obligation <u>Year Five</u><sup>2</sup></b>	<b><u>Increase</u></b>
<b>Contractual Maximum Obligation</b>	<b>\$ 6,747,314.00</b>	<b>\$ 7,017,206.56</b>	<b>\$ 269,892.56</b>
<i>Based on 95,000 Vehicle Service Hours (VSH)</i>			

<b><u>Price Formula</u></b>	<b><u>Contracted Year Four Rates</u><sup>1</sup></b>	<b><u>Extension Term Year Five Rates</u><sup>2</sup></b>	<b><u>Increase</u></b>
Fixed Hourly Rate Per Vehicle Service Hour	\$ 39.31	\$ 40.88	\$ 1.57
Assumption of 75,000 Vehicle Service Hours	<b>\$ 2,948,250.00</b>	<b>\$ 3,066,180.00</b>	<b>\$ 117,930.00</b>
Fixed Monthly Rate	\$ 227,030.00	\$ 236,111.20	\$ 9,081.20
Fixed Monthly Rate Per Year	<b>\$ 2,724,360.00</b>	<b>\$ 2,833,334.40</b>	<b>\$ 108,974.40</b>
Monthly Insurance Rate - Per Cutaway	\$ 352.00	\$ 366.08	\$ 14.08
Annual Insurance Rate - Cutaway Fleet (16)	<b>\$ 67,584.00</b>	<b>\$ 70,287.36</b>	<b>\$ 2,703.36</b>
			\$ -
Monthly Insurance Rate - Per Bus (MB & CB)	\$ 526.00	\$ 547.04	\$ 21.04
Annual Insurance Rate - Bus Fleet (35)	<b>\$ 220,920.00</b>	<b>\$ 229,756.80</b>	<b>\$ 8,836.80</b>
Total Annual Contract Cost Estimate Assuming No Change in the Size and Mix of the Revenue Fleet at 75,000 VSH	<b><u>\$ 5,961,114.00</u></b>	<b><u>\$ 6,199,558.56</u></b>	<b><u>\$ 238,444.56</u></b>
Other:			
Extra Services Rate Per Vehicle Service Hour	\$ 69.70	\$ 72.49	\$ 2.79
<i>Used for Special Promotional and Community Services</i>			

<sup>1</sup> Year Four rates from agreement with Storer Transit Systems dated September 19, 2019.

<sup>2</sup> Estimated Year Five rates based on CPI - All Urban Consumers U.S. City Average, All Items (Series ID CUUR0000SA0); February 2022 to February 2023; limited to four percent.

AGENDA ITEM V – D  
STAFF REPORT

**GRANITE CONSTRUCTION SOIL TRANSFER LICENSE AGREEMENT**

The State Route 70 Binney Junction Roadway and Complete Streets Project is anticipated to start in June 2023. The first construction work on the project involves the installation of pump stations at each of the two railroad under crossings since State Route 70 will be lowered at both locations to provide more clearance under the railroad tracks. Approximately 7,000 cubic yards of excess soil will be generated during the excavation and construction of these pump stations. Granite Construction Company has requested permission to deposit and stabilize the excess soil at the future site of the NextGen Transit Facility at 6035 Avondale Avenue in Linda at which point ownership of the soil would be transferred to Yuba-Sutter Transit for future use on that property.

Attached for Board review and consideration is a draft License Agreement for the stockpile, stabilization, and transfer of the excess soil. Staff has discussed this proposal with a local contractor, a local engineer, and the Yuba County Public Works Department to confirm that the transit facility project will require the import of soil (estimated at a need of up to 15,000 cubic yards); that the surplus soil would be of an acceptable quality; and that the process would meet county grading requirements. This project would have no direct cost impact as all hauling, application, and stabilization expenses will be borne by Granite Construction including the reimbursement of Yuba-Sutter Transit for any fees paid for the county grading permit. The soil will be placed on the northern portion of the facility site outside of the anticipated footprint of the currently envisioned facility. Proper erosion and dust controls will be in used during placement activities and the soil will ultimately be hydroseeded to minimize erosion until it is to be used for construction purposes. Construction of the NextGen Transit Facility is currently scheduled to start in the summer of 2025.

This is a mutually beneficial agreement as Granite Construction Company needs a place to dispose of the excess soil and Yuba-Sutter Transit will need the soil during construction of the NextGen Transit Facility to level the site and maintain proper grades for drainage purposes. As a result, staff is now recommending that the Board authorize the execution of the license agreement which was prepared by Granite Construction and reviewed by counsel for legal sufficiency.

Staff and legal counsel will be prepared at the meeting to discuss this agreement in detail.

**RECOMMENDATION:** Authorize execution of the soil transfer license agreement as proposed.



## LICENSE AGREEMENT

This License Agreement (hereafter “License”) is entered into April \_\_, 2023, by and between Yuba-Sutter Transit Authority, whose address is 2100 B Street, Marysville, CA 95901 (hereinafter referred to as “Licensor”), and Granite Construction Company, a California corporation, whose address is 4001 Bradshaw Road, Sacramento, CA 95827 (hereinafter referred to as “Licensee”). This License is entered into subject to the following Recitals:

### RECITALS

- A. Licensee is currently pursuing the award of Contract No. 03-H1614 (the “Project”) with Caltrans (“Owner”). If Licensee is awarded the Project, part of its scope of work will be removing soil from the Project site.
- B. Contingent upon the award of the Project, Licensee is desirous of obtaining from Licensor the right to enter upon certain real property owned by Licensor (more particularly described in Section 2 below) for the purpose of delivering and storing soil to be removed from the Project.
- C. Licensor desires to take ownership of the soil delivered and stored on its property by Licensee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Licensor and Licensee hereby agree as follows:

1. **Recitals.** All recitals are restated herein as though fully set forth herein.
2. **Description of Property.** Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a temporary license to enter upon and utilize the real property consisting of approximately and referred to as Assessor’s Parcel Number # 020-030-048-000, generally described as 6035 Avondale Avenue, Marysville, CA 95901 (hereafter “Premises”), and specifically described in **Exhibit A** attached hereto.
3. **Use of Premises.** Licensee shall have the right to access and utilize the Premises during the term of this License for the purpose of delivering soil removed from the Project for stockpiling and storage and all other activities reasonably ancillary thereto (the “Purpose”). Provided that Licensee is awarded the Project, Licensor anticipates that approximately 7,000 cubic yards of soil will be: (a) delivered to the Premises during the term of this License, and (b) stored in a stockpile at or near the location described in **Exhibit B** in the following approximate dimensions: 200’(L) x 200’ (W) x 5’(D). Licensee shall put in place appropriate erosion control for the stockpile. So long as Licensee remains in compliance with the material terms of this License, Licensor shall not disturb or disrupt Licensee in its use of the Premises.
4. **Permits.** Licensee shall be responsible for obtaining, at its own cost, all permits or authorizations, if required by any governmental agency having jurisdiction, in order to utilize the Premises for the Purpose.
5. **Consideration.** In consideration for allowing Licensee to utilize the Premises for the Purpose during the term of this License, Licensor shall take ownership of and responsibility for all soil delivered by Licensee which is present at the Premises upon termination of this License. Licensee has provided logs of soil borings to Licensor from the location where the soil originates. Otherwise, Licensor acknowledges that Licensee has not performed any tests on the soil and makes no representations or

warranties as to the nature or quality of the soil. Licensor accepts the soil “As Is.”

6. **Term.** Unless mutually extended by agreement of the Parties, or terminated or voided as allowed herein, the term of this License shall commence on June 1, 2023 and shall terminate on March 29, 2024.

7. **Condition of Property.** Upon termination of this License, Licensee shall leave soil in the stockpile as described in paragraph 3 above. Apart from the stockpile, Licensee shall re-store the Premises to its prior condition, subject to normal wear and tear, to the extent practicable.

8. **Maintenance of Premises.** Licensee shall maintain the Premises in a good and clean condition, free of all trash and debris generated by Licensee in its use of the Premises.

9. **Relationship.** This License between Licensor and Licensee does not create any relationship of co-partner, joint venturer, principal and agent or employer and employee. The relationship is that of independent contractor. Licensee will carry on its operations under this License for itself and will be responsible for all of its acts and for the acts of its employees, agents, and invitees. In its use of the Premises, Licensee will exercise due care.

10. **Liability Insurance.** During the entire term of this License, the Licensee shall, at the Licensee's sole cost and expense, maintain general and automobile liability and worker's compensation insurance against claims for personal injury, death or property arising in any manner from the Licensee's operations on the Premises. All such insurance shall be obtained immediately upon the execution of this License. Upon the request of Licensor a certificate of insurance shall be delivered by Licensee to Licensor. The general and automobile liability insurance shall not be less than \$1,000,000.00 combined single limit for bodily injury and property damage.

11. **Disputes.** Any dispute arising out of this License shall be governed by California law. Venue for any dispute shall be in the county in which the Premises is located. Should any Party be compelled to commence or sustain an action of law or in equity to enforce any of the terms of this License, the prevailing party shall pay all reasonable costs in connection therewith, including reasonable attorneys' fees.

12. **Voiding.** Licensor acknowledges that the soil to be stored on the Premises will be removed from the Project site and such activity is contingent upon the award of the Project to Licensee by Owner. In the event that Licensee is not awarded the Project, this License shall become null and void and neither party shall have any obligations hereunder.

13. **Indemnity.** Licensee agrees to indemnify, defend and hold harmless the Licensor, its member jurisdictions and their respective officers, members, agents, employees and volunteers (collectively “Indemnitees”) from and against any and all actions, claims, demands, losses, and costs (collectively “losses”) arising out of or in any way connected with the performance of this agreement. Licensee shall pay all direct costs and expenses that may be incurred by indemnitees in enforcing this indemnity, including reasonable attorney fees. The duty to defend Indemnitees arises upon notice of a claim and continues until such claim is finally resolved. The duty to defend applies even if it is claimed that the Indemnitees are responsible for the alleged Losses. The provisions of this section survive the expiration, termination, or assignment of this Agreement.

14. **Termination for Convenience.** The Licensor may, for its convenience and in its sole

discretion, terminate this License effective upon 30-days' notice to Licensee.

15. **Notice.** Any notice required by this License shall be given as follows:

If to Licensor:

Attn: Keith Martin, Executive Director  
Yuba-Sutter Transit  
2100 B Street  
Marysville, CA 95901  
keith@yubasuttertransit.com

If to Licensee:

Attn: Miki Hont  
4001 Bradshaw Road  
Sacramento, CA 95827  
Miki.hont@gcinc.com

**IN WITNESS WHEREOF**, the parties hereto have executed this Licensee the day and year first herein written.

**LICENSOR:**  
Yuba-Sutter Transit Authority

**LICENSEE:**  
Granite Construction Company

By: \_\_\_\_\_  
An Authorized Signatory

By: \_\_\_\_\_  
Miki Hont  
Project Manager

1/3

**RECORDING REQUESTED BY:**  
First American Title Company

**MAIL TAX STATEMENT  
AND WHEN RECORDED MAIL DOCUMENT TO:**  
Yuba-Sutter Transit Authority  
2100 B St  
Marysville, CA 95901

**2021-013486**

07/23/2021 01:50 PM Page 1 of 3  
Total Fee: \$1020.00 TTax: \$990.00  
Recorded in Official Records  
County of Yuba State of CA  
Terry A. Hansen  
County Clerk and Recorder



Space Above This Line for Recorder's Use Only

A.P.N.: 020-030-048-000

File No.: 5102-6550609 (KG)

3  
SBZT  
sm

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$990.00; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
  - computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
  - unincorporated area;  City of , and
- EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Carole A. Brazil, Trustee of The Richard (Rico) D. Brazil Trust Dated January 16, 2013 and Carole A. Brazil, Trustee of The Carole A. Brazil Trust Dated January 16, 2013**

hereby GRANTS to **Yuba-Sutter Transit Authority, a California other**

the following described property in the Unincorporated Area of , County of **Yuba**, State of **California**:

**PARCEL 1:**

**LOTS 10, 11, 12, AS SHOWN UPON THE MAP ENTITLED, "MAP OF SUBDIVISION OF TRACT NO. 12 (TWELVE) OF "YUBA GARDENS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, IN BOOK 3 OF MAPS, AT PAGE 4.**

**EXCEPTING THEREFROM THE INTEREST CONVEYED TO CENTRAL PACIFIC RAILWAY, A CORPORATION, BY DEED FROM CLINE BULL, ET UX, RECORDED JANUARY 29, 1927 IN BOOK 88 OF DEEDS, AT PAGE 11.**

**PARCEL 2:**

**ALL THAT PORTION OF LOTS 13 AND 14, AS SHOWN UPON THE MAP ENTITLED "MAP OF SUBDIVISION OF TRACT NO. 12 (TWELVE) OF "YUBA GARDENS", ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF YUBA, STATE OF CALIFORNIA IN BOOK 3 OF MAPS, AT PAGE 4, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:**

**COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 13 AND RUNNING THENCE ON THE SOUTHWESTERLY LINE OF SAID LOT 13, SOUTH 46 DEGREES 02 MINUTES 32 SECONDS EAST A DISTANCE OF 368.92 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE, FROM SAID POINT OF BEGINNING, NORTH 83 DEGREES 10 MINUTES 06 SECONDS EAST A DISTANCE OF 25.78 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF AVONDALE AVENUE; THENCE NORTH 83 DEGREES 10 MINUTES 06 SECONDS EAST A DISTANCE OF 50.79 FEET; THENCE NORTH 68 DEGREES 02**

Grant Deed - continued

Date: 07/10/2021

**MINUTES 26 SECONDS EAST A DISTANCE OF 568.64 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 14 AND THE TERMINATION OF SAID LINE.**

Grant Deed - continued

Date: 07/10/2021

A.P.N.: 020-030-048-000

File No.: 5102-6550609 (KG)

Dated: July 10, 2021

Carole A. Brazil, Trustee of The Richard (Rico)  
D. Brazil Trust Dated January 16, 2013

Carole A. Brazil TTE  
Carole A. Brazil, Trustee

Carole A. Brazil, Trustee of The Carole A. Brazil  
Trust Dated January 16, 2013

Carole A. Brazil TTE  
Carole A. Brazil, Trustee

A notary public or other officer completing this certificate  
verifies only the identity of the individual who signed the  
document to which this certificate is attached, and not the  
truthfulness, accuracy, or validity of that document.

STATE OF Idaho )SS

COUNTY OF Canyon )

On 7/19/2021 before me, Shelly Dyer, Notary Public, personally appeared  
Carole A Brazil (only)

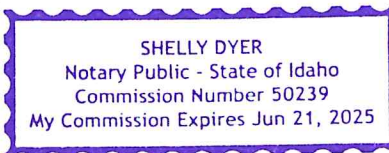
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*This area for official notarial seal.*

Shelly Dyer  
Notary Signature





AGENDA ITEM V – E  
STAFF REPORT

**FEDERAL ZERO-EMISSION BUS (ZEB) TRANSITION PLAN**

The November 2021 Infrastructure Investments & Jobs Act amended the statutory provisions for the Federal Transit Administration (FTA) grants under the Buses and Bus Facilities Competitive Program (49 U.S.C. § 5339(b)) and the Low or No Emission Program (49 U.S.C. § 5339(c)) to include a requirement that any application for projects related to zero-emission vehicles include a Zero-Emission Transition Plan. Consequently, staff developed a transition plan that was presented to the Board at the July 2022 meeting. Attached is the 2023 version of that plan which has received minor updates specifically dealing with workforce training to include information from the Yuba College Automotive Technology Program and additional resources to assist in training existing staff to maintain zero emission buses. The revised plan was recently submitted with the 2023 FTA Buses and Bus Facilities Grant application.

The Zero-Emission Transition Plan must address the following:

- Demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current request for resources and future acquisitions.
- Address the availability of current and future resources to meet costs for the transition and implementation.
- Consider policy and legislation impacting relevant technologies.
- Include an evaluation of existing and future facilities and their relationship to the technology transition.
- Describe the partnership of the applicant with the utility or alternative fuel provider.
- Examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to operate and maintain zero-emission vehicles and related infrastructure and avoid displacement of the existing workforce.

Based on the current fleet replacement schedule, the Zero-Emission Fleet Transition Plan assumes full conversion of the Yuba-Sutter Transit fleet to zero-emission buses (ZEBs) by 2033 which meets the 2035 ZEB conversion policy target that was adopted by the Board on July 15, 2021. Both targets are, of course, conditional upon adequate funding being available to construct the new zero-emission operations and maintenance facility and for the incremental cost of purchasing ZEBs and all related equipment and infrastructure compared to the cost of a traditional diesel-powered bus. The transition plan also explains relationships with key partners such as PG&E, projects the necessary funding levels for plan implementation, and lays out the staff training plan to operate and maintain ZEBs.

While this is being presented as an information item, staff welcomes any questions or comments on the topic. The next major milestone in this state mandated and federally encouraged ZEB journey will be the preparation and submission of what the state calls a Zero-Emission Bus Roll-Out Plan. The state roll-out plan, which will expand upon the federal plan, is due to the California Air Resources Board (CARB) by July 1, 2023, and staff expects to present the draft to the Board for adoption consideration at the June 15<sup>th</sup> meeting.

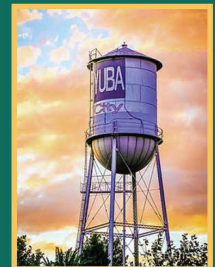
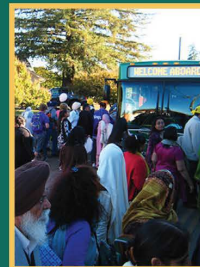
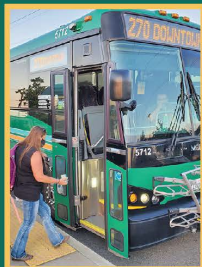
Staff will be prepared to discuss the Zero-Emission Transit Plan at the meeting.

RECOMMENDATION: Information only.



# YUBA-SUTTER TRANSIT AUTHORITY

## ZERO-EMISSION FLEET TRANSITION PLAN



April 2023

Yuba-Sutter Transit





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# I. Agency Overview

The Yuba-Sutter Transit Zero-Emission Fleet Transition Plan, which is consistent with the Yuba-Sutter Transit Climate Action Plan, has been prepared for the purpose of compliance with the Federal Transit Administration Dear Colleague Letter dated December 1, 2021, requiring such a plan for continued eligibility under certain federal funding sources. This plan also serves as the foundation of the Yuba-Sutter Transit Zero-Emission Roll-Out Plan that under the California Air Resources Board adopted Innovative Clean Transit Rule is due by July 1, 2023.

This plan formalizes Yuba-Sutter Transit's intentions for the implementation of zero-emission buses (ZEBs) and the ultimate conversion to an all-ZEB fleet. As a result, this plan documents the key long- and short-term capital investments which ultimately include a new maintenance, operations, and administration facility as well as planned ZEB purchases to modernize and improve the safety and efficiency of the fleet. While Yuba-Sutter Transit anticipates challenges with infrastructure development and the implementation of new technologies, it is believed that first constructing the Next Generation Transit Facility before taking delivery of the first ZEBs will help to avoid many of the issues and shortcoming with early ZEB implementation especially for smaller transit systems and ultimately result in a more effective approach to reducing GHG emission in the bi-county region.

## Service Area

The sole provider of public transportation for the Counties of Sutter and Yuba and the Cities of Live Oak, Marysville, Wheatland and Yuba City, Yuba-Sutter Transit operates a network of local fixed route, intercity commuter, demand-response (Dial-A-Ride) and rural route services for the bi-county area. Service is operated Monday through Saturday. No service is provided on Sundays or major holidays. Yuba-Sutter Transit contracts with a private provider for the operation and maintenance of all services.

Yuba-Sutter Transit has a fleet of 51 revenue vehicles (22 fixed route, 16 demand response/rural route and 13 commuter buses) operating six urban fixed routes; three rural routes; an urban Dial-A-Ride service; and an intercity commuter service between Marysville/Yuba City and downtown Sacramento. Yuba-Sutter Transit's six local fixed routes serve the Cities of Yuba City and Marysville and the unincorporated Yuba County communities of Linda and Olivehurst. A total of 931,951 passenger trips were provided by these services in FY 2019.

## Services Provided

The following core services are currently being provided by Yuba-Sutter Transit. It is anticipated that these offerings may expand with the completion of a Comprehensive Operational Analysis in 2023 and the anticipated completion of the Next Generation Transit Facility in 2026.

### Fixed Route

Yuba-Sutter Transit offers six fixed routes that generally operate from 6:30 a.m. to 6:30 p.m. on weekdays and from 8:30 a.m. to 5:30 p.m. on Saturdays. Route 1 is a trunk route offering half-hour

service across the urban area from the Walton Terminal in west Yuba City to Yuba College in east Linda. Route 2 is a loop route of Yuba City that offers half-hour service on weekdays and hourly service on Saturdays. Route 5 is an hourly service that connects south Yuba City with the Walton Terminal for connections to Routes 1 and 2. Route 4 is an hourly loop route of Marysville with service to the North Beale Transit Center in Linda for connections with Routes 1, 3 and 6. Route 3 is a half-hour route serving the Linda/Olivehurst communities from south Olivehurst to Yuba College with connections to other routes at the North Beale Transit Center. Route 6 is an hourly service in Linda that offers connections with other routes at Yuba College and the North Beale Transit Center.

### Dial-A-Ride

The Dial-A-Ride service is available in the urban area from 6:30 a.m. to 9:30 p.m. on weekdays and from 8:30 a.m. to 5:30 p.m. on Saturdays. The service is available only to eligible seniors (65+) and persons with disabilities except after 6:00 p.m. on weekdays when is open to all passengers without restriction.

### Rural Routes

The Foothill Route connects the communities of Brownsville, Oregon House, Willow Glen, and Loma Rica to Marysville offering two roundtrips every Tuesday, Wednesday, and Thursday. Passengers can connect with other Yuba-Sutter Transit services at the Yuba County Government Center in Marysville.

The Live Oak Route offers two roundtrips between the City of Live Oak and Marysville/Yuba City on weekdays. Passengers can connect to other Yuba-Sutter Transit services at the Alturas & Shasta Terminal in Yuba City or at the Yuba County Government Center in Marysville.

The Wheatland Route offers one round trip each weekday between the City of Wheatland and Linda and Marysville. Connections to other Yuba-Sutter Transit services are possible at the North Beale Transit Center in Linda and at the Yuba County Government Center in Marysville.

### Commuter Service

Yuba-Sutter Transit provides both peak hour commuter and midday service each weekday between Marysville/Yuba City and downtown Sacramento via both the State Route (SR) 99 and SR 70 corridors. The commuter service consists of ten morning runs (six via SR 99 and four via SR 70) and ten afternoon runs from Sacramento (six via SR 99 and four via SR 70). Morning downtown arrival times are provided between 6:15 and 7:40 a.m. Afternoon commute trips leave downtown Sacramento between 3:45 p.m. and 5:35 p.m. The Mid-Day Express offers three round trips each weekday that arrive in downtown Sacramento at 9:00 a.m., noon and 2:00 p.m. (one via SR 99 and two via SR 70). Connections to other Yuba-Sutter Transit services are possible at several locations in both counties. Connections to other Sacramento area transit bus and rail operations are possible in downtown Sacramento.

## 2. Facility Needs

Yuba-Sutter Transit's existing operations, maintenance and administration facility is an over 60-year-old former Seven-Up Bottling plant that was purchased and converted for transit use in 1996 and expanded again in 2011 to its current maximum capacity. This undersized (3.2-acre) and technologically obsolete facility lacks sufficient space to accommodate future growth or transition to a zero-emission bus fleet.

### Next Generation Transit Facility

Knowing that the current facility has limited space, a battery electric bus feasibility study was completed in 2018 as part of the Yuba-Sutter Transit Corridor Enhancement Plan. This analysis concluded that space and local utility power limitations would allow for the conversion of only 12 buses to battery electric operation before a significant investment would be required to both the on- and off-site infrastructure and the limited size of the site could not allow even the transition of the existing 51-bus fleet let alone provide any room for future growth thus necessitating an investment in a replacement, long-term facility.

Therefore, the linchpin for Yuba-Sutter Transit to transition to ZEB operation is the construction of a new Next Generation Zero-Emission Transit Maintenance, Operations and Administration Facility with the capacity to maintain and operate enough ZEBs to accommodate system growth well into the future.

Knowing this, Yuba-Sutter Transit completed a facility feasibility and site selection study that resulted in the July 2021 purchase of the preferred 19.2-acre site. Funding is now being sought for the design and construction of this facility using the services of a grant writing consultant to assist in this process. The facility will be designed to house transit operations for the next 30 - 50 years. The new facility will initially be constructed



Figure 1 Rendering of the Next Generation Transit Facility

with the electrical infrastructure to support a fleet of battery-electric buses with a significant amount of solar power generation and on-site energy storage as well as sufficient space for a potential hydrogen fueling station should that option be appropriate in the future. Space will also be available for alternative clean modes of transportation for implementation as they make sense in the region.

The ability of Yuba-Sutter Transit to even start this transition is contingent upon the construction of a new facility as the decision has been made not to expend time, energy, and funding for this purpose on the current site as it will soon be vacated and sold. As a result, local and discretionary funding is being set aside to match state and federal funds to construct a new facility that at completion is currently expected to cost approximately \$47.5 million in 2023 dollars. The facility will initially have the infrastructure in place to allow for the operation of eight ZEBs which will be easily expandable as additional ZEBs are purchased. The facility is currently scheduled for completion by the end of 2026 if the necessary funding is obtained through the various state and federal grants that are now being submitted.

### Long Term Fleet Management Plan

Yuba-Sutter Transit’s goal is to maintain a modern reliable fleet of vehicles appropriately sized for the services provided. For this reason, 28 of the current 51-bus fleet were replaced between 2018-2022.

*Table 4: Current information on makeup of bus fleet*

Number of Buses	In Service Year	Bus Make	Bus Model	Fuel Type	Length	Bus Type	Planned Replacement
3	2010	MCI	D4500	Diesel	45	Over the Road	2026
3	2012	MCI	D4500	Diesel	45	Over the Road	2026
7	2018	MCI	D4500	Diesel	45	Over the Road	2033
6	2013	Gillig	G27B	Diesel	35	Standard	2026
5	2014	Gillig	G27B	Diesel	35	Standard	2026
11	2019	Gillig	35DD	Diesel	35	Standard	2032
6	2014	Chevy	Titan II 4500	Diesel	25	Cutaway	2022 & 2029
10	2019	Ford	Glaval	Gasoline	24	Cutaway	2029

Consequently, there is a window until 2026 when the next new buses are scheduled to arrive for Yuba-Sutter Transit to construct the Next Generation Transit Facility without delaying the transition to an all-ZEB fleet. The new facility will be set up initially for BEBs, but Yuba-Sutter Transit will remain fuel agnostic and consider any zero-emission technology that could be implemented to benefit our patrons. As a result, preliminary layouts of the new facility leave adequate space for a future hydrogen fueling facility should advancements in hydrogen production and storage become cost competitive. In the meantime, a significant amount of solar production capacity with onsite energy storage will be installed to ensure reliance and reduce the cost of fueling ZEBs allowing more capital funds to be available for the purchase of ZEBs.

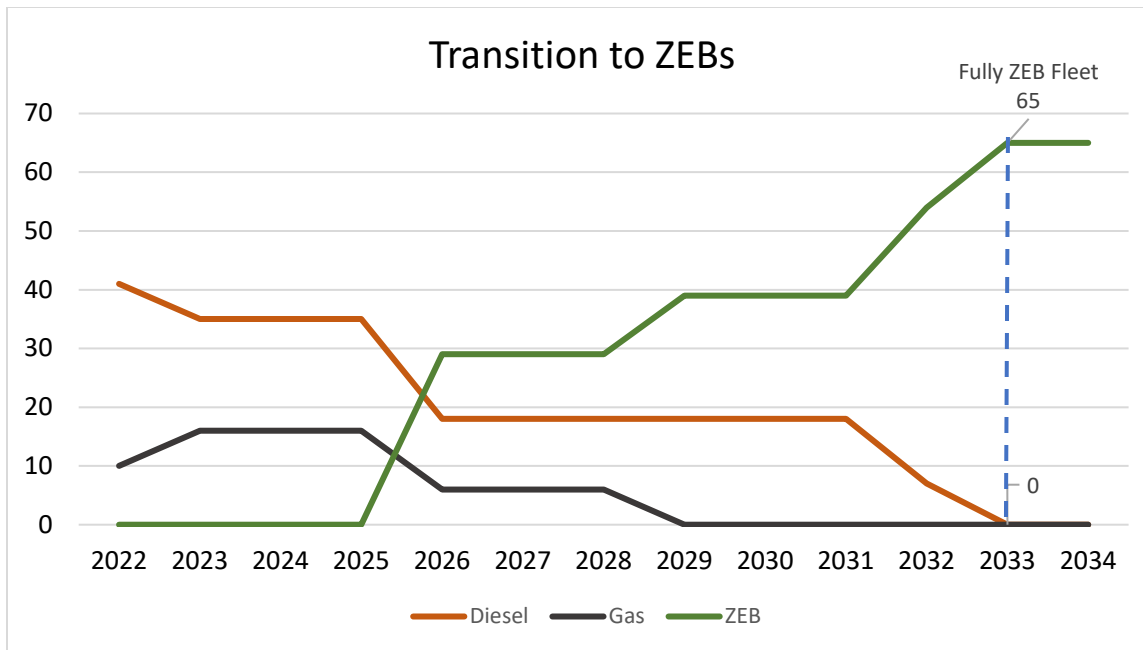


Figure 2 Graph showing potential ZEB conversion if sufficient funding can be obtained.

The new facility will be constructed with ample capacity to charge BEBs. Therefore, as funding allows, Yuba-Sutter Transit will purchase up to 100% BEBs starting in 2026. This is based on the rate of technological advancement, costs, and availability of BEBs of the type and size needed. Preliminary analysis shows that buses currently available can operate our fixed route system based on climate, terrain, daily mileage, and hours of daily operation. Over the road BEBs are just now being produced, but it appears that their range will be sufficient to make the current 90-mile round trip to Downtown Sacramento each morning and afternoon though turn-arounds may be problematic. There still needs to be advancement in range and/or battery capacity of cutaway buses for the Dial-A-Ride service as the current range of 120 miles (80-90 miles real world range) is barely sufficient to meet our operational needs. It is anticipated that by the next delivery date for cutaway buses in 2026, such vehicles will be available.



## 3. Policy and Legislation

The following policies have impacted and will continue to influence decisions over the coming years.

### California Air Resource Board's Innovative Clean Transit Regulation

In December 2018, the California Air Resources Board (CARB) passed the Innovative Clean Transit (ICT) regulation which is designed to transition all public transit agencies in the State of California from conventional internal combustion engine powered buses (compressed natural gas, diesel, etc.) to zero-emission buses (battery-electric or hydrogen fuel cell electric) by 2040. The regulation requires a progressive increase of an agency's new bus purchases to ZEBs based on their fleet size. Under the ICT regulation, each agency's purchase requirements are based on its classification as either a "Large Transit Agency" or a "Small Transit Agency". As a small agency, beginning January 1, 2026, 25% of all Yuba-Sutter Transit bus orders must be ZEBs until January 1, 2029, when 100% of all buses ordered must be ZEBs.

In addition to the ICT regulation, California has also implemented the Low Carbon Fuel Standard to provide credits to those that utilize clean fuels and funding to help support GHG reducing activities. These are just two of the programs that play a part in California's broader climate change strategy that affect Yuba-Sutter Transit. The foundation of these programs is the California Global Warming Solutions Act of 2006 and Senate Bill (SB 32) in 2016 that set the goal of reducing GHG emission to 40% below 1990 levels by 2030.

### Zero-Emission Bus Fleet Conversion Policy

In July 2021, the Yuba-Sutter Transit Authority Board of Directors adopted the Zero-Emission Bus Fleet Conversion Policy. This policy committed the agency to the 100% conversion to zero-emission buses by 2035, well in advance of the statewide goal of 2040. This action was contingent upon receiving adequate funding to construct the Next Generation Zero Emission Transit Maintenance, Operations and Administration Facility by 2026 to maintain and operate ZEBs as well as to cover the incremental cost of the vehicles. With the new facility, the 2035 goal is attainable based on the current fleet replacement plan which assumes the turnover of the entire fleet by that date. This policy was adopted in response to, and in support of, the California Air Resources Board (CARB) passed ICT regulation which requires that all public transit agencies gradually transition to a 100% zero-emission fleet with a statewide goal for full transition of 2040.

### Sustainable Transit for a Healthy Planet Challenge

Yuba-Sutter Transit joined the Federal Transit Administration (FTA) healthy planet challenge in 2021 and consequently developed a Transit Climate Action Plan as required by the challenge. The agency Transit Climate Action Plan contains several goals to minimize the carbon footprint of transit operations such as to install employee and public chargers to encourage ZEV use; minimizing energy use of the facility through efficiency improvements and the installation of solar power generation; and increases to transit ridership. Most importantly it contains intermediate steps that include the purchase of ZEBs even before they are required as part of the ICT to begin the early conversion to a 100% zero emission fleet by 2035. The Yuba-Sutter Transit Climate Action Plan will continue to be implemented and updated as needed.

## 4. Local Energy Provider

The Yuba-Sutter Transit service area is served by the investor-owned public utility company Pacific Gas and Electric (PG&E) for both electric and gas service. The [PG&E EV Fleet Program](#) helps fleets easily and cost-effectively install charging infrastructure to save money, eliminate tailpipe emissions, and power large fleets. This comprehensive program provides incentives and rebates for EV infrastructure (depending on facility location and vehicle types), construction, and mainline power delivery upgrades. Under this program, PG&E covers the cost to bring the anticipated power needed to the site from the nearest substation. The program also can provide substantial construction and logistical support, including site design and permitting assistance. Yuba-Sutter Transit will apply to participate in the program when further along in the new facility design process.

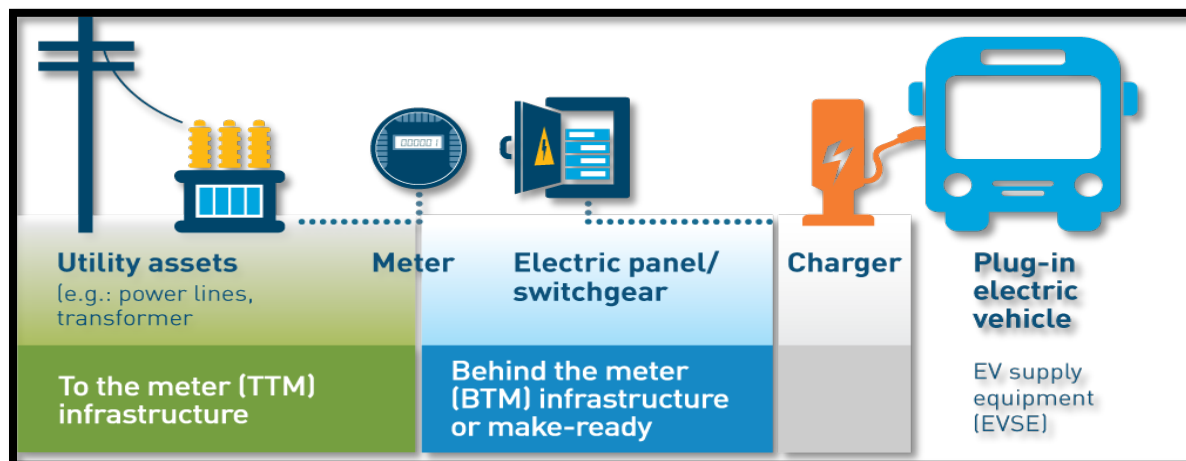


Figure 3: PG&E Graphic of program to help implement heavy duty electric vehicles into fleets.

Yuba-Sutter Transit staff has been in contact with our assigned PG&E Electric Vehicle Onboarding Specialist to express interest in participating in the fleet ready program. The program would cover the cost to bring the necessary power needed over a 10-year planning horizon to the new Next Generation Transit Facility site. This program would potentially remove a major obstacle to fleet transition by providing a substantial financial investment to upgrade the electrical grid to provide sufficient power for future bus fleet charging. Additionally, Yuba-Sutter Transit will be working with PG&E to install solar on the Next Generation Transit Facility during initial construction to offset facility energy costs to provide more energy for BEB charging. As additional BEBs are purchased, a 1.52 MW solar field will be constructed on approximately 3 acres behind the facility to minimize energy charges. Consequently, more funding can be directed to facility construction and the purchase of ZEBs. PG&E has also provided “Take Charge: A Guidebook to Fleet Electrification and Infrastructure” which contains a significant amount of decision-making information to assist in the coordination with PG&E.

### Resiliency

The Next Generation Transit Facility Plan focused on the resiliency of the new facility as it is essential that the facility can continue to operate during natural disasters and extreme weather events. With the transition to ZEBs, this will entail redundant electrical systems and onsite energy generation and storage to guard against grid interruptions due to natural disasters prone to this area such as floods, wildfire, or extreme heat events. The Next Generation Transit Facility will partner with PG&E to create a DC

microgrid to build a stronger, more resilient electric grid. The Community Microgrid Enablement Tariff (CMET) program led by PG&E was launched in April 2021 and allows the development of microgrids and resiliency solutions. This will enable Yuba-Sutter Transit to remain fully operational during grid interruptions and help build overall grid resiliency in the future. With ample space for solar power generation at the new site, funding and ever improving energy storage technology, the Next Generation Transit Facility will be able to achieve the goal of being able to provide reliable transportation services with ZEBs, even during emergencies and extreme weather events. These essential resiliency components will also reduce the overall cost of powering the vehicles through PV power production and by shifting energy use to off-peak hours through on-site energy storage. This will reduce operating costs and enable Yuba-Sutter Transit to provide safe and efficient transit services to the public. These resiliency measures are mutually beneficial to Yuba-Sutter Transit and PG&E and consequently are included in this Fleet Transition Plan.

# 5. Costs and Funding Opportunities

The Yuba-Sutter Transit Board has made a commitment to be 100% zero emission by 2035 if sufficient funding can be obtained to construct a facility with the necessary fueling infrastructure to support a ZEB fleet by 2026 as well as to cover the incremental cost of the vehicles. Following the current Capital Improvement Plan (CIP), this goal would be achieved by as early as 2033. As shown below, this would require \$53.3 million for these purchases based on 2022 prices assuming implementation of BEB technology.

*Table 5 Estimated Cost of 100% fleet conversation to ZEB by 2033*

Year	Number of ZEB Purchased	Percentage ZEB	Facility/ZEB Bus Types	ZEB Bus Fuel Types	Required BEB Range	Estimated Cost Per ZEB	Total Cost
2026			Next Generation Transit Facility				\$47,500,000
2026	6	100%	Over-the-Road Bus	Battery Electric	200	\$1,400,000	\$8,400,000
2026	13	100%	Standard Bus	Battery Electric	200	\$1,000,000	\$13,000,000
2026	10	100%	Cutaway	Battery Electric	125	\$400,000	\$4,000,000
2029	10	100%	Cutaway	Battery Electric	125	\$400,000	\$4,000,000
2032	15	100%	Standard Bus	Battery Electric	200	\$1,000,000	\$15,000,000
2033	11	100%	Over-the-Road Bus	Battery Electric	200	\$1,400,000	\$15,400,000
<b>Total</b>	<b>65</b>						<b>\$107,300,000</b>

To achieve this level of funding, capital from multiple funding sources including federal formula and discretionary funds, state funds, local funds, and special grant funding will be necessary. The table below lists the existing funding sources that can potentially fund this transition, but it is likely that additional funding sources will be needed. Yuba-Sutter Transit has designated a significant amount of discretionary funds for the facility project and for future investments in BEBs. In addition, Yuba-Sutter Transit has already received an \$8.5 million grant from the California Affordable Housing and Sustainable Communities Program to fund a significant portion of electrical infrastructure, solar, and BEB/ZEV chargers in the new facility and a \$15 million Federal RAISE grant to fund construction of the facility. It is through partnership like this that Yuba-Sutter Transit will be able to reach their goal of being all electric by 2035.

In recent years, there has been increased funding at the state and federal level as well as development of new programs specifically to aid agencies in ZEB fleet and facility planning, capital purchases, construction and operations. The increased funding opportunities will need to continue as ZEB prices have increased sharply over the past year due to supply chain issues, cost of bus assembly components and overall economic inflationary pressures. Additionally, the projected fuel and maintenance savings from BEB operation will need to be realized in real world operations to free up funds for the purchase of

ZEBs and the necessary infrastructure that is needed.

Table 6 Potential Funding Sources for Fleet Conversion to ZEB

Type	Agency	Program
Federal	United States Department of Transportation (USDOT)	Rebuilding America Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program
		Capital Investment Grants – New Starts
		Capital Investment Grants – Small Starts
		Transit Infrastructure Project Appropriation
		Transportation Infrastructure Finance and Innovation Act (TIFIA) loan
	Federal Transportation Administration (FTA)	Bus and Bus Facilities Discretionary Grant
		Low- or No-Emission Vehicle Grant
		Metropolitan & Statewide Planning and Non Metropolitan Transportation Planning
		Urbanized Area & Rural Area Formula Grants
		State of Good Repair Grants (SGR)
		Flexible Funding Program – Surface Transportation Block Grant Program
US Department of the Treasury	New Market Tax Credits	
	Opportunity Zones	
State	California Air Resources Board (CARB)	Low Carbon Fuel Standard Credits
		Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)
		Cap-and-Trade Funding
		State Volkswagen Settlement Mitigation
		Clean Mobility Options
	California Energy Commission	California Lending for Energy and Environmental Needs (CLEEN)
		Clean Transportation Program
	California Transportation Commission (CTC)	Solution for Congested Corridor Programs (SCCP)
	California State Transportation Agency	Transit and Intercity Rail Capital Program (TIRCP)
	California Department of Transportation (Caltrans)	Low Carbon Transit Operations Program (LCTOP)
		State Transit Assistance (STA) funds
State of Good Repair (SGR)		
Local	SACOG Grant Programs	SACOG Regional Program: Transformative
		SACOG Regional Program: Maintenance & Modernization
	Yuba-Sutter Transit	Joint Development
		Sale of excess facility
		Advertising revenues
		Farebox
		Local Transportation Funds (LTF)
Public-Private Partnership		

## 6. Employee Training

Yuba-Sutter Transit understands that all operating and maintenance personnel will need some level of training to seamlessly transition to a ZEB fleet. Staff must develop new routines and procedures to handle all aspects of owning, fueling, maintaining, and operating ZEBs. At a minimum, the following positions with the current number of personnel will need sufficient training to safely and efficiently achieve this.

- Drivers (48)
- Dispatchers (6)
- Maintenance (7)
- Utility (6)

### On and Offsite Training

Yuba-Sutter Transit will work with the incumbent private transit service contractor to ensure the necessary training is received. There are a few ways in which this will be achieved. First, Yuba-Sutter Transit is fortunate that several bus manufacturers are accessible within a few hours of our Northern California facility. This will enable staff to attend manufacturer-offered training at their facilities as well as specialized training at Yuba-Sutter Transit's facility. Secondly, when ZEBs are procured, the contract will contain required on-site training for employees that will take place before delivery and at least one year after delivery. This approach will also be taken with chargers, repair equipment and the operation of ZEBs. It is also essential that bus operators receive the requisite training to safely and efficiently operate ZEBs. With new technology, it is anticipated that virtual reality training as well as live virtual reality sessions can be used by OEM instructors to teach or even instruct mechanics in actual repairs remotely.

Yuba-Sutter Transit is working with the local Community College to implement more specialized classes and a ZEB certification in an effort to increase the skill of the local workforce and to provide the opportunity for Yuba-Sutter Transit contract mechanics to receive the necessary specialized training. Through working with Yuba College Automotive Technology staff, Yuba Sutter Transit was put in contact with Valley Clean Air Now (Valley CAN) which is a 501(c)(3) public charity committed to quantifiably reducing air emissions in California's San Joaquin Valley. Valley CAN has worked with a number of high schools and community colleges throughout the San Joaquin Valley to implement curriculum for training technicians to diagnose and repair ZEVs (<https://valleycan.org/workforce-training/>). Yuba Community College located in Linda near the Next Generation Transit Facility site, has been coordinating with Valley CAN on curriculum, certifications, classroom lab equipment, and the supplies needed to offer the additional classes to provide a ZEV certificate. Yuba-Sutter Transit will continue to coordinate and partner with Yuba College to get the additional classes up and running as well as explore opportunities to partner through an internship program for students working on their ZEB certification. The local specialized training will be a great asset to those operating and maintaining the Yuba-Sutter Transit ZEV fleet and play a key role in the overall training for maintenance staff.

There are also opportunities through the Federal Technical Assistance and Workforce Development program that will provide technical assistance for training staff. Additionally, Sunline Transit Agency located in Thousand Palms, California operates the West Coast Center of Excellence in Zero Emission Technology. Below is the list of classes that the Center currently offers to provide essential training to guide and assist the ZEB implementation process. Yuba-Sutter Transit has been in contact with Sunline staff on the availability and schedule of these essential training courses.

- Overview
  - New leadership role with ZEB adoption
  - Establishing agency mission and policies to support ZEB fleet and expansion
  - Encouraging organizational cultural shift
  - Developing staff ownership of ZEBs
- Zero-Emission Bus Overview
  - Introduction to ZEB technology
  - Differences between ZEBs and incumbent technologies
  - ZEB demonstrations globally
  - Introduction to ZEB fueling
  - ZEB and fueling vendors
  - Industry standards developed and in development
- Zero-Emission Bus Operations
  - Introduction to zero-emission bus technology
  - Differences between ZEBs and incumbent technologies
  - Dashboard familiarization
  - ZEB fueling training
  - Preventing road calls
- Zero-Emission Bus Maintenance
  - Introduction to ZEB technology
  - Differences between ZEBs and incumbent technologies
  - Preventative maintenance practices for ZEBs
  - Unscheduled maintenance practices for ZEBs
  - General and high-voltage safety training
  - Basic diagnostics and troubleshooting
- Fiscal Management
  - ZEB grant management
  - ZEB total cost of ownership
  - Funding opportunities
  - ZEB budget development
- Zero-Emission Bus Procurement
  - Federal Transit Administration guidelines for ZEBs
  - American Public Transportation Association White Book: Zero-Emission Technical Standards
  - Contract Options for ZEBs
- Zero-Emission Bus Policies and Regulations
  - Federal Transit Administration guidelines for ZEBs
  - American Public Transportation Association White Book: Zero-Emission Technical Standards

- Contract Options for ZEBs
- Planning for ZEB Operation
  - Federal Transit Administration guidelines for ZEBs
  - American Public Transportation Association White Book: Zero-Emission Technical Standards
  - Contract Options for ZEBs

As more BEV are put into commercial and public service, additional training programs and opportunities will arrive such as online classes. Yuba-Sutter Transit's contract maintenance staff will complete the Inspecting Electric Drive Commercial Vehicles sponsored by the Federal Motor Carrier Safety Administration in partnership with the Commercial Vehicle Safety Alliance to introduce them to BEV. This online training is free and will be completed by maintenance staff in 2023. This training as well as other options and opportunities already discussed will prepare staff for the arrival of BEBs in 2026 upon the completion of the Next Generation Transit Facility.

### Facility Construction

Yuba-Sutter Transit is coordinating with training programs such as North State Builds and America's Job Center of California to determine the type of training and the number of potential workers locally that are completing the training. These organizations are currently offering a 140-hour pre-apprenticeship training course to open the door for careers in the construction industry. These training programs work in cooperation with local State Building Trades Union Apprenticeship Programs to provide the necessary training so that participants can move onto apprenticeships and careers in construction. Projections show that construction of the Next Generation Transit Facility and the transition to a BEB fleet will support over 400 jobs. Ideally, many local qualified firms will be able to participate in some phase of the construction of the facility. It is hoped that the Next Generation Transit Facility will be a local source of pride and elevate investment in vacant parcels in the surrounding area to maintain local construction jobs.

### Facility Operation Training

With ZEB implementation still being a few years away due to the need to construct the Next Generation Transit Facility, Yuba-Sutter Transit will be proactive in preparing employees for the change in vehicle and facility operations due to the new fuel source and charge management software. Centralized energy management software systems use artificial intelligence and automation to reduce human error, increase operational efficiency, reduce costs by charging off peak times, lengthen battery life, and increase safety. Proper training to utilize all of the high-tech aspects of the Next Generation Transit Facility will benefit daily operations as well as the availability of transportation during emergency situations.

Yuba-Sutter Transit is aware that these increasingly sophisticated systems will add work and responsibilities which may require additional staff, especially those with the specific knowledge and abilities to complete these tasks. However, existing staff will be given training and opportunities to acquire the necessary knowledge and skills to operate the ZEB equipment and software to qualify for transfer or promotion to new positions as job opportunities become available within the agency. In addition, training for the use and operation of new systems and software will be written into the



contract specifications when the equipment or software is purchased from vendors. Secondly, Yuba-Sutter transit will work with local officials, especially first responders, to ensure that they have received the necessary training to respond to emergencies specific to BEBs such as fires. This will benefit first responders as the number of ZEV and zero-emission heavy duty vehicles continues to grow.

AGENDA ITEM V – F  
STAFF REPORT

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

Below is the calendar year performance summary for the last Discount Monthly Pass Program that was funded through two consolidated grants from the Feather River Air Quality Management District (FRAQMD). 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. In response to reduced ridership due to the COVID pandemic, the 2020 grant was extended in conjunction with a new FRAQMD grant to continue the program from April 2020 through March 2023, this report is for the period January 2020 through December 2022 for comparison purposes, as the first three months of each calendar year are included with the report for the respective calendar year.

The following table summarizes the ridership for each of the calendar years:

Year	Discount Passes Sold	Discount Pass Trips	Percent of all Local and Rural Fixed Route Passenger Trips
2020	6,588	122,461	32%
2021	7,391	134,551	39%
2022	8,570	160,588	39%

The 2020 program, which began April 1, 2020, had previously been extended by FRAQMD for six months through September 2021 and the 2021 program which was set for just six months would have expired on March 31, 2022. With the consolidation and extension of these two grants in August 2021, the program was continued through March 31, 2023. At a subsidy of \$10 per pass, the subsidy of \$214,000 for 21,400 discount passes included \$142,000 from the 2020 FRAQMD grant and \$72,000 from the 2021 grant. The grant period is now complete, and the consolidated grant is ready to be closed.

For comparison to the pre-pandemic levels of 2019, 12,335 discount monthly passes were sold and 295,496 passengers boarded with a discount monthly pass representing 42 percent of all local and rural fixed route passenger trips that year. Looking forward, the current FRAQMD grant in the amount of \$100,000 became effective April 1<sup>st</sup> and will run through March 31, 2024.

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

RECOMMENDATION: Information only.