



## MEETING NOTICE & AGENDA

**DATE:** Thursday, January 16, 2025

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

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

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

**II. Board Business**

**A. Election of Board Officers for 2025.** (Attachment)

RECOMMENDATION: Election of a Chair and Vice Chair to the Yuba-Sutter Transit Authority Board of Directors for the calendar year 2025.

**B. Statements of Economic Interest for 2025.** (Attachment)

RECOMMENDATION: Information only.

**C. 2024 Annual Executive Director's Report.** (Attachment)

RECOMMENDATION: Information only.

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

A. Minutes from the Regular Meeting of December 19, 2024. (Attachment)

B. Disbursement List for December 2024. (Attachment)

C. Monthly Performance Report for December 2024. (Attachment)

D. Annual Investment Policy Review. (Attachment)

**V. Reports**

**A. Vehicle and Signage Project Award.** (Attachment)

RECOMMENDATION: 1) Approval of a capital project titled, "Vehicle Branding" to be added to the Fiscal Year (FY) 2025 Capital Program, as proposed or amended.

2) Approve a professional services agreement with Allstar Wraps, LLC, in an amount not to exceed \$211,500 for production and installation of vehicle wraps, bus stop signs, and

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facility signage, and authorize the Executive Director to execute, as proposed or amended.

**B. Yuba-Sutter Transit Branding.** (Attachment)

RECOMMENDATION: Adoption of the proposed Yuba-Sutter Transit logo/branding, and authorization for staff to proceed with related updates to printed materials and website, as proposed or amended.

**C. Bus and Shelter Advertising Contract Amendment.** (Attachment)

RECOMMENDATION: Authorize the Executive Director to execute an amendment to the Advertising Services Agreement with Lamar Transit, LLC. effective January 16, 2025, as proposed or amended.

**D. Project and Program Updates.**

1. Caltrans State Route 70 Binney Junction Phase 2
2. NextGen Transit Facility Project

RECOMMENDATION: Information only.

**VI. Closed Session**

**A. Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)**

Position Title: Executive Director

**VII. Correspondence / Information**

**VIII. Other Business**

**IX. Adjournment**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, FEBRUARY 20, 2025, AT 4:00 P.M. IN THE BOARD OF SUPERVISORS CHAMBERS, YUBA COUNTY GOVERNMENT CENTER**

If you need assistance to attend the Yuba-Sutter Transit Board Meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, please contact the Yuba-Sutter Transit office at (530) 634-6880 or by email at [info@yubasuttertransit.com](mailto:info@yubasuttertransit.com) at least 72 hours in advance so such aids or services can be arranged.

AGENDA ITEM II – A  
STAFF REPORT

**ELECTION OF BOARD OFFICERS FOR 2025**

RECOMMENDATION: Election of a Chair and Vice Chair to the Yuba-Sutter Transit Authority Board of Directors for the calendar year 2025.

**Background**

Article V, Chairman and Vice Chairman, of the Bylaws of the Yuba-Sutter Transit Authority Board of Directors (Bylaws), adopted December 17, 2015, states the following:

“The Board shall annually elect a Chairman and Vice Chairman. The Chairman shall preside over all meetings of the Authority’s Board of Directors. In the Chairman’s absence the Vice Chairman shall serve in place of the Chairman. The Chairman may call special meetings but shall have no other power or authority greater than any other member of the Board. In the absence of the Chairman and Vice Chairman, a majority of the Board may designate from among its members an individual to act as Chairman Pro Tempore.”

**Discussion**

The Bylaws do not designate term limitations for Board officers nor identify a specific jurisdictional rotation for the Chair and Vice Chair. Customarily, new or returning Board officers are elected by formal action at the beginning of the first regular Board meeting of the calendar year and the two officers are typically chosen from alternate member jurisdictions. At this time, staff recommends the Board conduct elections for Chair and Vice Chair for calendar year 2025 in accordance with the Bylaws.

**Fiscal Impact**

None.

AGENDA ITEM II – B  
STAFF REPORT

**STATEMENTS OF ECONOMIC INTEREST FOR 2025**

RECOMMENDATION: Information only.

Members of the Yuba-Sutter Transit Board of Directors and alternates are required to file annual Statements of Economic Interest with the Fair Political Practices Commission. For continuing members and alternates, these annual statements are due April 1, 2025. An Assuming Office Statement must be filed by new members and alternates to the Board within 30 days. For those leaving an office, a Leaving Office Statement must be filed within 30 days.

These requirements may be met by filing an extended statement, which is a copy of the FPPC Form 700 that will be prepared for your individual jurisdiction. It must, however, include your position as a member or alternate of the Yuba-Sutter Transit Authority Board of Directors and have an original signature and date of the verification on Page 1. The information reported must cover all reportable interests in the service area, which includes all of Yuba and Sutter Counties. Form 700 is available on-line, and a copy of the Yuba-Sutter Transit Conflict of Interest Statement Code is available upon request.

The Clerk to the Yuba-Sutter Transit Authority Board of Directors is available by phone at (530) 634-6880 during normal business hours, or by email to [lisa@yubasuttertransit.com](mailto:lisa@yubasuttertransit.com) for any questions related to the Statement of Economic Interest filings.



AGENDA ITEM II – C  
STAFF REPORT

**2024 ANNUAL EXECUTIVE DIRECTOR’S REPORT**

RECOMMENDATION: Information only.

**Organizational History**

Yuba-Sutter Transit, known as the Hub Area Transit Authority (HATA) until January 1993, was formed in 1975 by Sutter and Yuba Counties and the Cities of Marysville and Yuba City as a joint powers agency (JPA) for the provision of public transit services. Since its inception, Yuba-Sutter Transit has carried out this charge by contracting with private transportation companies for the operation of all services.

From 1975 to 1979, service was provided exclusively to seniors and persons with disabilities through a contract with a local taxicab company for the "Our Car" taxi subsidy program. As a condition of a legal settlement with California Rural Legal Assistance (CRLA), this service was replaced and expanded in 1979 with the purchase of thirteen mini-buses to implement a general-public demand response service known as Dial-A-Ride. A network of local fixed routes was added in 1982. Since 1979, a regional or national transportation provider (currently Storer Transit Systems) has operated Yuba-Sutter Transit’s core services.

In January 1988, following an independent operational analysis prompted by poor system performance, the service was significantly reduced with the elimination of the local fixed routes, Sunday service, and most rural area services in favor of a general-public zonal dial-a-ride system for the urban area. At the same time, Sutter County withdrew from the Authority to establish a taxi subsidy program for service to the unincorporated urban areas of the county. That service was discontinued when Sutter County rejoined the Authority in January 1991.

In response to the 1988 operational and organizational changes, CRLA filed another lawsuit against the Authority, the member jurisdictions and the Sacramento Area Council of Governments (SACOG). The resulting settlement agreement in 1990 led to the 1992 completion of a fixed route feasibility study and a comprehensive marketing plan. As a result of these studies, local fixed route service was reinstated, and the agency name was changed to the Yuba-Sutter Transit Authority (Yuba-Sutter Transit) effective January 1993.

**Services Provided**

Yuba-Sutter Transit currently offers local fixed routes, local demand response (Dial-A-Ride) and paratransit service, intercity express commuter and midday service to downtown Sacramento, and three rural routes serving Live Oak, Wheatland, and the Yuba County foothills. In FY 2019, the last full fiscal year before the COVID-19 pandemic took hold locally, Yuba-Sutter Transit operated a combined 92,571 vehicle service hours and provided 931,951 one-way passenger trips. In FY 2021, the first full fiscal year of the pandemic, the agency operated a combined 76,888 vehicle service hours (down 17% from FY 2019) and provided just 347,891 one-way passenger trips (down 63% from FY 2019). However, systemwide ridership has continued to climb since the depths of the pandemic, increasing 29% from FY 2021 to FY 2022, another 15% in FY 2023, and just over 11% in FY 2024. This significant rebound in ridership is despite the operation of a net 2% less annual service hours today compared to FY 2021.

**Local Fixed Routes:** The local fixed route system provides service every 30 to 60 minutes on six routes serving Yuba City, Marysville, Linda, and Olivehurst. As of January 21, 2025, service will be provided each weekday

from approximately 6:30 a.m. to 8:00 p.m. and from approximately 8:30 a.m. to 5:30 p.m. on Saturdays. Yuba-Sutter Transit does not operate any service on Sundays or major holidays. Since early in the pandemic, due to reduced ridership levels, 12 buses have been used each weekday as Route 2 now operates hourly service rather than the previously scheduled half-hour service.

After being reintroduced in 1993, the local fixed route system experienced steady and often spectacular annual ridership growth in response to numerous service expansions and enhancements. In a typical pre-pandemic year, approximately 56% of the operation was provided as urban fixed route service. Fixed route ridership peaked in FY 2015 at 1,066,580 passenger trips before dropping each year to 731,507 trips in FY 2019, a four-year reduction of 31%. During the peak of the pandemic in FY 2021, local fixed route ridership dropped to just 307,518 passenger trips, down 58% from FY 2019. Through the first six months of FY 2025, however, local fixed route ridership is up over 70% compared to the same period in FY 2021.

**Dial-A-Ride:** This service is provided within the urban area during regular weekday and Saturday fixed route service hours. As of January 21, 2025, the service will be available until 8:00 p.m. Monday through Thursday and 9:30 p.m. on Fridays. Dial-A-Ride service is available only to seniors aged 65 and over and persons with disabilities. Dial-A-Ride is also Yuba-Sutter Transit's complimentary paratransit service as required under the Americans with Disabilities Act (ADA). Before COVID-19, Dial-A-Ride carried 59,093 passenger trips in FY 2019, but ridership dropped during the peak of the pandemic to just 17,556 trips in FY 2021 (down 70% from FY 2019) and the number of Dial-A-Ride service hours operated were also cut by 31% due to reduced demand. The local Dial-A-Ride service now accounts for approximately 26% percent of the operation. Through the first half of FY 2025, Dial-A-Ride ridership is up 85% over the same period in FY 2021.

**Commuter Services:** Before the pandemic, approximately 15 percent of the operation was provided as peak hour weekday commuter service between Marysville/Yuba City and downtown Sacramento. At the time, the Sacramento commuter service provided ten morning and ten afternoon peak hour schedules with another three midday schedules. Due to the pandemic induced loss in ridership, peak hour commuter service was reduced to seven morning and seven afternoon trips in 2020, and further reduced to six peak trips each way and two midday roundtrips in November 2023. The midday schedules are used by many daily or occasional commuters, but they are also popular with those traveling to and from Sacramento for medical, education and other non-work purposes. These Sacramento services are provided with a fleet of 11 specially equipped, 57 seat tour-style buses.

Sacramento ridership plateaued at just under 160,000 annual passenger trips from FY 2011 through FY 2014 and then gradually declined to a ten year low of 130,627 boardings in FY 2017 due to a combination of factors including the move of many state offices out of downtown Sacramento, the lack of local population growth, stable and relatively low fuel prices, and service reliability challenges from an aging fleet of commuter buses. Sacramento ridership had since rebounded to 134,381 passenger trips in FY 2019 following the introduction of new commuter buses, new Highway 70 schedules, and other service adjustments in July 2019 to address capacity problems and persistent schedule adherence issues. Unfortunately, the Sacramento service was the most impacted by the pandemic as FY 2021 ridership dropped to just 20,003 passenger trips, down 85 percent from FY 2019. Even with the long-term closure of government offices and businesses in downtown Sacramento, ridership has begun to recover, increasing nearly 120% from the low in FY 2021 to FY 2024. As of the mid-point of FY 2025, ridership is still just 40% of FY 2020 levels but given significantly fewer service hours are being operated, the productivity of the service has recovered to approximately 64% of pre-pandemic.

**Rural Services:** Limited route deviation services to the Yuba County foothills and the Cities of Live Oak and Wheatland account for the remaining operations. The Foothill Route provides two round trips every Tuesday,

Wednesday, and Thursday between selected foothill communities from Brownsville to Marysville. The Live Oak Route provides two round trips each weekday into Yuba City and Marysville. The Wheatland Route offers one round trip each weekday to Marysville. The Live Oak and Wheatland Routes operate under a fully allocated cost reimbursement agreement with those cities since they are not members of the Authority. Ridership on these limited rural services has historically varied significantly from year to year, but they were also impacted by the pandemic as their combined ridership dropped to just 2,814 passenger trips in FY 2021 (down 60% from FY 2019). In FY 2024, combined rural service ridership recovered to 75% percent of pre-pandemic levels.

### **Administration and Finance**

Yuba-Sutter Transit is governed by a Board of Directors composed of two elected representatives from each of the four member jurisdictions. The Authority currently operates with a 6-person staff including an Executive Director, Finance Manager, Planning Manager, 2 Program Analysts, and an Administrative Assistant. Starting in 1988, Yuba-Sutter Transit's staff also served as contract administrative staff to the Regional Waste Management Authority (RWMA) concurrent with their transit duties, but that shared staffing relationship ended in FY 2023. In July 2023, Yuba-Sutter Transit hired its first new Executive Director in 36 years, replacing the incumbent Keith Martin who retired after nearly 44 years of public service.

In the last full fiscal year 2024, Yuba-Sutter Transit's operating expenses (not including annual non-cash audit adjustments, depreciation, gain/loss on disposal, or compensated absences) were \$8.5 mil., with 72% accounted for in direct payments to the service contractor and another 16% in fuel and other direct operating expenses. For the fiscal year, the operating revenue mix was about 28% federal, 57% state and local (including Transportation Development Act funding), 11% passenger fares, and 4% miscellaneous income from special state grants, advertising, interest, and contract service payments.

The adopted FY 2025 operating budget of \$9.6 mil. is funded through a revenue mix of about 31% federal, 58% state and local, 10% projected in passenger fares, and 1% projected miscellaneous income and interest. The capital budget varies substantially from year to year (from less than \$1 million to over \$8 million in recent years) with funding derived from a mix of federal, state, and local sources depending on the project.

### **Major Projects**

**Facilities:** Yuba-Sutter Transit relocated in May 1996 from an undersized, rented facility in Yuba City to its existing combined maintenance, operating, and administration facility (a remodeled former Seven-Up Bottling Company plant) at 2100 B Street in Marysville. This facility was remodeled and expanded again in 2011 to serve the site's projected ultimate maximum capacity of approximately 70 buses. Due to the 2018 adoption of state regulations requiring the purchase of only zero emission buses starting as early as 2026 and a state highway project that further restricts the current facility's expansion potential, Yuba-Sutter Transit conducted a state funded site selection planning process resulting in the purchase of a 19-acre site at 6035 Avondale Avenue in Linda. This site will be used to construct a replacement transit facility (Next Generation Transit Facility) for occupancy planned by the end of 2028. Approximately \$52 mil. has been secured to date for this estimated \$55 mil. project and the current focuses are on preliminary design, environmental clearance, and securing any additional necessary funding.

Yuba-Sutter Transit serves 285 designated (signed) bus stops including nine that are owned by the Sacramento Regional Transit District in or near downtown Sacramento. Among the local and rural Yuba-Sutter Transit bus stops, 54 bus stop shelters, and 132 bus stop benches/seats have been placed at high boarding locations and other key points. Of these, 32 shelters and 69 benches are owned and/or maintained by Lamar Advertising.

Except for five Wheatland owned shelters, the remaining units are owned by Yuba-Sutter Transit. The ad shelters and benches are provided at no cost to Yuba-Sutter Transit in exchange for the exclusive right to sell and place advertising on them while paying a small commission on the sale of each ad. In addition, 50 pole-mounted route information panels are located throughout the system and bike lockers are available at three of the five local commuter bus stops.

A Caltrans owned and operated park and ride lot opened on the northeast corner of Bogue Road and Highway 99 south of Yuba City in 1997 and expanded to the current 164 spaces in 2012 with federal and local funds obtained exclusively by Yuba-Sutter Transit. This facility site does have the capacity for further expansion when and if needed. Yuba County opened the McGowan Park & Ride Lot on Powerline Road at McGowan Parkway in 2008 and the Plumas Lake Park & Ride Lot on Feather River Boulevard east of Highway 70 in 2009. Both lots were sited and constructed by the county in coordination with Yuba-Sutter Transit. Project funding was provided through development impact fees collected by Yuba County from projects in both the North Arboga Study Area and the Plumas Lake Specific Plan and they are maintained with revenue provided through related local Community Service District assessments.

**Vehicles:** The current revenue vehicle fleet includes 22 local fixed route buses, 22 demand response buses and 11 specially equipped intercity commuter buses. The local fixed route buses are all modern, heavy-duty low-floor buses with seated capacities of 31 or 32 passengers. The demand response buses are on cutaway van chassis with a seated capacity of up to 16 passengers. Primarily used for the Dial-A-Ride service, these small buses are also used on rural routes and to back-up the local fixed route fleet. The commuter buses are all high-floor, tour-style buses with a seated capacity of 57 passengers. Six replacement demand response buses are now on order for delivery later this year, but the next major fleet replacement project is not scheduled until 2025.

**Service Planning:** Yuba-Sutter Transit has faced many of the same issues that most U.S. transit agencies (large and small) have faced over the last eight to ten years from steadily declining ridership in the five years leading up to the COVID-19 pandemic, to the ridership collapse in FY 2020 and FY 2021. While it's bounced back significantly, systemwide ridership is still only about 62% of the pre-pandemic level and less than 45% of Yuba-Sutter Transit's peak in FY 2015, as travel patterns are much different than five, and certainly a decade ago. In response, the Board of Directors commissioned the development of the NextGen Transit Plan (Plan), the implementation of which, over the next four years, will result in a system designed to better meet the travel needs of the community while the agency adjusts to meet the state-mandated shift to zero-emission vehicles.

The Plan's recommended service and fare initiatives are broken into four phases and implementation is already underway. The adopted FY 2024 budget included funding for the recruitment of new staff, the selection of new technology, and the initiation of the environmental and design stages of the new transit facility. Other actions approved in July and September 2024, respectively, were making the pandemic-related Route 2 weekday schedule reductions permanent and further consolidation of the Sacramento service to reflect current ridership.

As originally adopted, the Plan's second phase (FY 2025) included implementation of an on-demand (microtransit) service in Yuba City, streamlining and rerouting of the crosstown Route 1 from west Yuba City to Yuba College in Linda, and elimination of local Routes 2 and 5. As ridership has continued to rebound significantly, that strategy of replacing fixed route with on-demand service became less operationally and financially viable, and an alternative was approved by the Board in December. The new implementation plan still includes later weekday evening service and elimination of the weekday evening Dial-A-Ride service (effective January 21, 2025), and fare increases effective with the sale of January monthly passes. In addition, the Board approved the launch of a smaller scale, complementary microtransit pilot program in Linda and Olivehurst and staff is currently working toward rollout of that service in Spring 2025.

The next phases of the current Plan are being reassessed and staff is expecting to bring a formal update for Board approval in conjunction with the development of the FY 2026 operating budget. Future phases of the current adopted Plan include recommendations for a new Highway 65 route to Lincoln/Roseville, on-demand service in Marysville and Linda to replace Routes 4 and 6, restructuring of Route 3 to directly serve the Peach Tree Clinic, comingling of the ADA/Dial-A-Ride service with the new on-demand system, and technology support for volunteer driver programs in Challenge and Dobbins. Depending on ridership, population growth, and funding constraints, future phases could include the expansion of the Highway 65 service and/or implementation of a Plumas Lake on-demand zone. During this same timeframe, construction is expected to begin on the new Next Generation Transit Facility and the process to purchase the agency's first zero-emission buses (all largely TIRCP grant funded) for delivery in late FY 2027 is expected to commence. Construction of the new transit facility is expected to be complete in early 2028 to support the operation of the new zero-emission vehicles.

**Technology:** Yuba-Sutter Transit has added various new technologies in recent years as cost/benefit ratios have improved. These include on-board video surveillance systems on all buses, the replacement of an obsolete mobile radio system, the installation and ongoing upgrade of video surveillance systems at three park and ride lots, the regional Connect Card electronic fare payment system, free passenger Wi-Fi service on all commuter and local fixed route buses, and a real-time bus tracking passenger information system with both visual and audio automatic bus stop announcements. Technology projects in progress include a computer aided dispatch software system for the on-demand services with an on-line trip reservation system and real-time passenger information, and a second-generation electronic fare payment system supported with a regional grant program.

### **Current and Future Issues**

Until the COVID-19 pandemic, steady growth in federal transit funding, enhanced state transportation funding, special state greenhouse gas reduction funding programs, fare increases, and a conservative budgeting approach had all combined to establish a strong financial foundation. Due to the still ongoing impacts of the pandemic, that foundation is less certain for the foreseeable future with the exhaustion of federal COVID relief funding and the apparent budget deficits that may affect state funding levels in the future. The most immediate question for 2025 and beyond is how ridership and fare revenues will respond to the strategic service adjustments and operational approaches implemented in response to the public's evolving travel needs.

As noted earlier, the most immediate organizational challenge results from the 2018 California Air Resources Board (CARB) mandate that all heavy-duty public transit fleets be converted to zero-emission buses (ZEBs) by 2040. For agencies like Yuba-Sutter Transit with a fleet of under 100 buses, the Innovative Clean Transit (ICT) regulation requires that at least 25 percent of all buses purchased be powered by either battery electric or hydrogen fuel cell systems beginning in 2026. All transit agencies, regardless of fleet size, will be required to purchase only ZEBs starting in 2029. While this regulation will significantly increase the cost of buses, the greater impact to Yuba-Sutter Transit is the need to replace the current operating and maintenance facility within the next seven or eight years in part to accommodate the infrastructure to support the large-scale conversion to zero-emission buses.

Beyond these immediate issues, the ability to meet the anticipated demand for transit services both effectively and efficiently in the future will be a challenge as the approved or planned large scale developments in Yuba and Sutter Counties are largely in areas where public transportation is mostly non-existent. The potential demand for services of every kind stemming from these projects will severely stretch what in most cases is still just a minimal level of service. To compound the problem, except for the fees that are being collected by Yuba County for the development and operation of their two park and ride lots, routine impact fees have not otherwise been required from new developments for the capital and operating revenue necessary to serve those

developments which will result in even more pressure on the limited available local transit funding sources.

Plumas Lake and Sutter Pointe are two examples of this challenge because of their size and locations well outside of the existing transit service area; their low density, single-family residential nature; and their primary market being out-of-area commuters. Many of those attracted by the lower cost of living and proximity to employment centers in the mid-valley, will be commuting to work in Placer, Sacramento, and Yolo Counties and beyond. In addition to these developments, thousands of new homes along with many hundreds of thousands of square feet of new commercial projects have either been approved or are under consideration across the region. Even recent projects such as Yuba College's Sutter County Center or the Hard Rock Hotel & Casino Sacramento at Fire Mountain present significant operational and financial challenges because of the placement of these obvious trip generators far from any existing service with no additional funding to support any related service expansion.

Even without population growth, the demand for specialized services for seniors and persons with disabilities is expected to grow significantly according to all population projections. Also, specialized services that are now provided through the Alta California Regional Center for the developmentally disabled are limited and Yuba-Sutter Transit's own Dial-A-Ride service was already operating at or near capacity levels during peak periods.

### **Summary**

After five years of steady decline between FY 2015 and FY 2020, systemwide ridership fully cratered to a 25 year low in FY 2021 due almost exclusively to the COVID-19 pandemic. While ridership has since recovered significantly through the first half of FY 2025, it remains well below the pre-pandemic level of FY 2019. Given continued work-at-home policies by the State of California and others; the embracing of remote or hybrid work as a long-term employment and education model; and the ever-increasing use of virtual health care and home goods delivery; there is no way of knowing when or even if ridership will return to anything approaching pre-pandemic levels. It is possible that this question may not be fully answered for several years at best.

While 25 years of extraordinary ridership growth from 1990 to 2015 and a historically conservative fiscal and operational approach has allowed Yuba-Sutter Transit to weather the pandemic better than many other systems to-date, accelerating the current ridership growth trends and positioning the agency for the future including the provision of a new facility will be the focus of the organization over the next five years. Despite the challenges, Yuba-Sutter Transit still operates among the widest range of services, at what is still among the lowest cost per vehicle service hour compared to other urban systems in California. However, the mix and level of these services must continually be evaluated in response to both demonstrated passenger demand as well as ever-changing federal, state, and local funding and policy priorities and mandates.

### **Attachments**

- 1) Yuba-Sutter Transit Ten-Year System Fact Sheet (Revised January 2025)
- 2) Summary of Key Events (Revised January 2025)

**YUBA-SUTTER TRANSIT -- SYSTEM FACT SHEET**

Revised January 8, 2025 with Draft Audited Figures For FY 2024 and Projected Year-End Operational & Financial Figures for FY 2025

REVENUE FLEET	AUDITED FY 2015	AUDITED FY 2016	AUDITED FY 2017	AUDITED FY 2018	AUDITED FY 2019	AUDITED FY 2020	AUDITED FY 2021	AUDITED FY 2022	AUDITED FY 2023	DRAFT AUDIT FY 2024	PROJECTED FY 2025
Demand-Response / Rural Buses (16 Seats)	16	16	16	16	16	16	16	16	16	16	22
Local Fixed Route Buses (31 or 32 Seats)	22	22	22	22	22	22	22	22	22	22	22
Intercity Commuter Buses (57 Seats)	13	13	13	13	13	13	13	13	13	11	11
Total	51	51	51	51	51	51	51	51	51	55	55

**SERVICE HOURS**

Fixed Route	50,623	51,526	52,472	51,126	51,966	51,817	47,564	43,746	43,806	43,903	48,000
Demand-Response	24,674	24,812	24,771	24,476	25,387	24,291	16,782	17,562	17,191	19,200	20,000
Sacramento (Commuter & Midday)	13,536	13,373	13,530	13,449	13,817	14,060	10,199	10,567	10,637	9,482	9,400
Rural (Foothill, Live Oak & Wheatland)	1,811	1,837	2,374	2,314	2,343	2,404	2,343	2,881	2,539	2,644	2,600
Total	90,644	91,549	93,147	91,365	93,513	92,571	76,888	74,757	74,173	75,229	80,000

**PASSENGER TRIPS**

Fixed Route	1,066,580	971,606	858,384	817,937	731,507	567,842	307,518	385,314	442,664	494,447	510,000
Demand-Response	70,088	70,047	68,023	66,230	59,093	41,526	17,556	28,894	30,480	30,375	36,000
Sacramento (Commuter & Midday)	154,896	144,327	130,627	132,626	134,381	107,551	20,003	29,212	38,456	43,895	78,000
Rural (Foothill, Live Oak & Wheatland)	5,058	6,285	6,181	5,843	6,970	4,991	2,814	5,149	4,776	5,249	6,000
Total	1,296,622	1,192,265	1,063,215	1,022,636	931,951	721,910	347,891	448,569	516,376	573,966	630,000

**PASSENGER TRIPS / SERVICE HOUR**

Fixed Route	21.1	18.9	16.4	16.0	14.1	11.0	6.5	8.8	10.1	11.3	10.6
Demand-Response	2.8	2.8	2.7	2.7	2.3	1.7	1.0	1.6	1.8	1.6	1.8
Sacramento (Commuter & Midday)	11.4	10.8	9.7	9.9	9.7	7.6	2.0	2.8	3.6	4.6	8.3
Rural (Foothill, Live Oak & Wheatland)	2.8	3.4	2.6	2.5	3.0	2.1	1.2	1.8	1.9	2.0	2.3
Total	14.3	13.0	11.4	11.2	10.0	7.8	4.5	6.0	7.0	7.6	7.9

**OPERATING EXPENSES\***

	\$6,350,674	\$6,407,831	\$6,719,268	\$7,265,304	\$7,296,280	\$7,963,609	\$7,461,312	\$7,890,479	\$8,219,570	\$8,537,137	\$9,565,500
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**OPERATING REVENUES**

Federal	\$2,386,000	\$2,328,256	\$2,267,330	\$2,359,913	\$2,325,329	\$3,445,760	\$3,919,800	\$3,788,900	\$2,427,517	\$2,400,000	\$3,000,000
State & Local (TDA)	2,478,966	2,613,445	2,888,072	3,558,703	3,533,844	3,005,412	2,651,032	2,960,911	4,408,480	4,861,133	5,390,000
Miscellaneous	39,029	131,322	285,218	178,263	190,773	440,980	354,508	377,712	572,567	358,862	225,500
Fares	1,446,679	1,334,808	1,278,648	1,168,425	1,246,334	1,071,457	535,972	762,956	811,006	917,142	950,000
Total	\$6,350,674	\$6,407,831	\$6,719,268	\$7,265,304	\$7,296,280	\$7,963,609	\$7,461,312	\$7,890,479	\$8,219,570	\$8,537,137	\$9,565,500

**AVERAGE FARE / PASSENGER**

	\$1.12	\$1.12	\$1.20	\$1.14	\$1.34	\$1.48	\$1.54	\$1.70	\$1.57	\$1.60	\$1.51
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**FARE RECOVERY RATIO\*\***

	22.6%	20.8%	19.0%	17.9%	18.5%	16.6%	9.0%	9.7%	9.9%	10.7%	9.9%
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**OPERATING COST / PASSENGER**

	\$4.90	\$5.37	\$6.32	\$7.10	\$7.83	\$11.03	\$21.45	\$17.59	\$15.92	\$14.87	\$15.18
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**OPERATING COST / SERVICE HOUR**

	\$70.06	\$69.99	\$72.14	\$79.52	\$78.02	\$86.03	\$97.04	\$105.55	\$110.82	\$113.48	\$119.57
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\* Operating expenses do not include non-cash audit adjustments for GASB 68 and 75, depreciation, gain/loss on disposal, or compensated absences

\*\* Audited farebox recovery ratio is 43.06%. Pursuant to the Transportation Development Act, Yuba-Sutter Transit's minimum required farebox recovery ratio is 14.6%

**YUBA-SUTTER TRANSIT  
SUMMARY OF KEY SYSTEM EVENTS  
REVISED JANUARY 16, 2025**

July 1, 1975	Effective date of the Hub Area Transit Authority joint powers agreement (JPA) and the "Our Car" subsidized taxi service for seniors and persons with disabilities
August 1979	Replacement of "Our Car" with a general public Dial-A-Ride service
September 1982	First urban fixed routes introduced
January 1988	Replacement of fixed route service with a general public "Zonal" Dial-A-Ride system which, when combined with other cuts, resulted in a 37 percent service reduction from FY 1986-87 to FY 1988-89 / Sutter County withdraws from the JPA
July 1990	Sacramento Commuter service begins on Highway 70 with two 15-passenger buses
January 1991	Sutter County rejoins the JPA
January 1993	Agency renamed as the Yuba-Sutter Transit Authority with the reintroduction of urban fixed route service and the restructuring of the Dial-A-Ride service
Aug./Sept. 1994	Expansion of the Sacramento Commuter service into the Highway 99 corridor and the start of a subsidized vanpool program which ended December 2000
November 1994	Weekday evening subsidized taxi service begins (ended June 1999)
March 1995	New clockwise Marysville route and all local fixed route and commuter buses equipped with bike racks (on all buses by June 1997)
May/June 1996	Occupied the remodeled former Seven-Up plant in Marysville as the operations, maintenance, and administration facility / First summer youth bus pass program
August 1997	Opened the Bogue Road Park & Ride Lot (nearly doubled in sized in March 2012)
April 1998	Initiation of Downtown Trolley demonstration service (ended December 1998)
July/August 1998	Added bi-directional Route 4 service, Saturday fixed route service and an expanded Dial-A-Ride boundary / Monthly passes & discount ticket book programs initiated
Aug./Sep. 1999	Introduction of weekday evening general public Dial-A-Ride service and weekday commuter service to the Lincoln Airport Industrial Park (ended January 2004)
April 2001	Introduction of Route 5 and half hour service frequencies on Routes 1 and 3
September 2003	Introduction of monthly fixed route pass for youth with deep discounts in other pass rates; Saturday Route 4B service; the North Beale Transit Center; and, bus stop information panels
July 2004	Saturday service hours extended one hour to 5:30 p.m. and a noon Sacramento schedule is added
September 2005	Initiation of the FRAQMD funded year-round Discount Monthly Youth Pass Program (combined in 2015 with similar discount pass programs for seniors and persons with disabilities)



October 2006	Route 6 (Linda Shuttle) is added to allow Route 1 to be extended to the Yuba City Marketplace and River Valley High School (school segment was delayed until Oct. 2007) and half hour service frequencies are added to Routes 1 & 3 on Saturdays
December 2008	Opening of the McGowan Parkway Park & Ride Lot and delivery of 12 low-floor local fixed route buses to replace 8 old buses to greatly enhance accessibility, speed passenger boarding and allow for Route 2 expansion
January 2008	Expansion of the Wheatland Route to two days a week with other route, schedule, stop and policy changes to eliminate advance reservation requirement
January 2009	Expansion of Route 2 to half-hour service each weekday; expansion of the Live Oak Route from one to two round trips three days a week; and, Foothill route, schedule, stop and policy changes to eliminate advance reservation requirement
October 2009	Opening of the Plumas Lake Park & Ride Lot
January 2010	Install video surveillance system on all local fixed route buses (now on all buses)
April 2010	Introduction of the first tour-bus style, 57-seat, 45' commuter buses (now standard)
January 2012	Completion of the remodel and expansion of the existing operations, maintenance and administration facility to its maximum capacity
April 2013	Initiation of the FRAQMD funded Discount Monthly Senior Pass Program
January 2014	Initiation of a FRAQMD funded one-year demonstration Discount Monthly Disabled Pass Program (combined in 2015 with similar discount pass programs) / Delivery of 11 heavy duty low floor replacement & expansion fixed route buses for an all low-floor fixed route fleet
July 2015	Expansion of the Live Oak Route from three to five days a week which included service to Yuba College's Sutter County Center
September 2015	Local fixed route changes to move Route 1 out of the mall; realign Route 4A with Route 4B; and other related and miscellaneous changes
December 2015	Mercy Housing funded Wheatland route expansion to one round trip each weekday
June 2017	Introduction of the regional Connect Card and related fare policy changes
July 2018	Complete the conversion to an all tour-bus style commuter bus fleet / Full Connect Card conversion (drop paper passes & transfers) / Installation of free Wi-Fi service on all commuter buses (added to the local fixed route fleet in March 2019)
June/July 2019	Added a bus tracking system with predictive arrival times for passenger use on all local, rural and Sacramento schedules / Systemwide fare and fare policy changes / Sacramento service expansion in the Highway 70 corridor for a total of 23 weekday schedules / Significant bus stop enhancements (new shelters and Simme seats)
November 2019	Delivery of 11 replacement buses for an all Gillig heavy-duty local fixed route fleet
March 2020	Local start of the on-going COVID-19 pandemic leading to a host of temporary operational and policy changes many of which remain in effect for FY 2023

July 2021	Purchased a 19.7-acre replacement facility site at 6035 Avondale Avenue in Linda
May 2023	Adoption of the NextGen Transit Plan recommending significant service changes, staffing, and technology implementations
July 2023	Retirement and replacement of the long-time Executive Director / Permanent Route 2 service frequency reductions
November 2023	Permanent elimination of the six Sacramento schedules suspended during the pandemic and elimination of an additional AM, PM, and midday commuter schedule
December 2023	Board approval of NextGen Transit Plan related IT, staffing, marketing and public outreach initiatives
January 2024	Delivery of 6 Frontrunner cutaway buses to expand the demand-response service fleet
March 2024	Board authorization for the sale of 2 surplus MCI commuter buses to the Redding Area Bus Authority
May 2024	Adoption of an updated Implementation Plan for the NextGen Transit Plan Phase 1 local service changes and Marysville/Roseville service launch
July 2024	Award of a contract for the NextGen Transit Facility environmental review, and preliminary architectural and engineering
September 2024	Board approval of the NextGen Transit Plan Phase 1 local fixed route service and fare structure changes, to be effective January 2025
December 2024	Board approval of the NextGen Transit Plan Phase 1 local demand-response service alternative, to be effective Spring 2025

AGENDA ITEM IV – A

**YUBA-SUTTER TRANSIT AUTHORITY  
MEETING MINUTES  
DECEMBER 19, 2024**

**I. Call to Order & Roll Call (4:00 p.m.)**

Present: Bains (Vice Chair), Blaser, Buttacavoli (4:07 p.m.), Fuhrer, Kirchner (Chair), Hudson (4:03 p.m.), and Shaw

Absent: Flores

**II. Public Hearings**

**A. NextGen Transit Plan Phase 1 Service Alternative**

Executive Director Matthew Mauk introduced the public hearing as a second opportunity for the public to provide comments on the current proposed changes to provide Microtransit services to Linda and Olivehurst instead of Yuba City.

Chairman Kirchner opened the public hearing at 4:03 p.m.

Mauk presented one written comment that was received anonymously by email that stated the client is disabled and was looking forward to the option of Microtransit in Yuba City since the closest bus stop is a mile from their home. Mauk also shared an exchange with the Recreation Supervisor from the Yuba City Senior Center who shared that Dial-A-Ride hours ending at 8:00 p.m. instead of the current 9:30 p.m. would affect the ridership from Friday night bingo. Mauk stated that the average for evening Dial-A-Ride is less than seven passengers per evening Monday through Thursday. On Friday evenings, the average is 13.6 passengers.

Based on previous board action, staff will be proceeding with extending weekday service hours on fixed route services until 8:00 p.m. and the elimination of evening service for Dial-A-Ride. The fare increases will go into effect on January 1, 2025.

The earliest timeline for Microtransit services to be available in Linda and Olivehurst would be April 2025.

Chairman Kirchner closed the public hearing at 4:07 p.m.

Director Shaw asked for clarification of service end times for both fixed route and Dial-A-Ride and if Microtransit would run later than 8:00 p.m. The concern is about the Friday night service to the Yuba City Senior Center and requested the board consider keeping Dial-A-Ride service available for those riders. Mauk stated that, for the remainder of the fiscal year, extending the hours on Friday night to 9:30 p.m. would equal approximately 33 revenue hours for a total cost of \$4,525 or \$209 per night. Shaw requested that the board entertain keeping that service available.

Director Hudson asked if it had been proposed to change the time for Bingo to meet the Dial-A-Ride hours. Mauk stated that the Recreation Director informed him that moving to an earlier time would cause them to lose a significant number of participants and they could have an issue with staffing.

Director Blaser asked if the decision to keep the Friday evening hours is simply due to Bingo ridership and if there are any alternatives to getting riders to the Senior Center. Director Shaw stated for some riders, there is no alternative.

Director Buttacavoli asked for clarification on the cost of the service on Friday night.

Director Shaw made a motion to amend the Service Plan to include Friday night Dial-A-Ride services through 9:30 p.m. as proposed. Director Buttacavoli seconded the motion and it carried unanimously. Mauk clarified that the motion includes the rollout Microtransit services in Linda and Olivehurst in the spring. Kirchner confirmed.

**III. Public Business from the Floor**

None

**IV. Consent Calendar**

Director Bains requested the minutes be pulled from the consent calendar and considered as a separate item. Director Shaw made a motion to approve Item A on the Consent Calendar. Director Hudson seconded the motion, and it carried with one abstention. Director Bains made a motion to approve Items B and C from the regular board meeting on November 21, 2024. Director Shaw seconded the motion and it carried unanimously.

**V. Reports**

**A. NextGen Transit Plan Marketing and Branding.**

Executive Director Mauk presented the NextGen Transit Plan Marketing and Branding item. Mauk directed the board to Exhibit B to view the logos designed by the marketing consultant provided in the board packet. The new logo will use elements of the previous logo with updated visuals and colors. The cost associated with the updated logo would be to update the printed materials such as letterhead and business cards, which would be a relatively low cost. There would be no additional cost to update the website due to the ability of staff to complete the update in house. Mauk also directed the board to Exhibit C to view the sub-branding of the Microtransit service for consideration. If the board decides not to accept the new logos, the six frontrunners will still need to be branded before they are put into service. There is funding from the grant used to purchase the buses to cover the cost of the branding.

Director Blaser asked for clarification of the cost of the marketing consultant. Mauk stated that the amount paid to the consultant does include other items such as assisting with public outreach, creating passenger materials about the Phase 1 Project, and translation work for notices, so the total amount paid has not been solely on branding. Blaser stated his concern is that rates are being raised at the same time as the rebranding.

Director Bains asked why Allstar Wraps was chosen. Mauk stated that a competitive procurement was used and there was a total of three firms who bid. One firm was not responsive to the RFP and the

other two firms were graded on a best value assessment. Cost was a factor, but not the only factor considered. Allstar Wraps was deemed the best value and was the lowest responsive bidder.

Director Blaser asked what the funding source was that will be used. Mauk stated that unclaimed State Transit Assistance Funds would be used as the funding source. Blaser asked if there was a deadline to utilize the funds. Mauk stated that there is not.

Director Buttacavoli asked about the justification for the rebranding. Mauk stated that the ultimate goal is to increase ridership and the recommendation to refresh the brand was made to assist with that goal. The original version of the current logo was created in the 80's with a font update in 2011. The goal is to increase visibility and raise the profile of the new services being rolled out.

Director Shaw asked about the difference between Microtransit marketed as MOD (Mobility on Demand) and Dial-A-Ride and how the services would be differentiated. Mauk stated that the NextGen Plan recommends phasing Dial-A-Ride out eventually but there will most likely be a continued need for paratransit service. The major difference is the Dial-A-Ride service is a door-to-door service where the Microtransit service is intended to be zonal, corner-to-corner. The goal is to eventually have an integrated system instead of separate Dial-A-Ride or Microtransit services and provide dynamic scheduling. Shaw asked for clarification that the funding for rebranding would not impact the budget or the NextGen Transit Facility Project. Mauk stated that is correct as it would be new capital project funding. Shaw stated that it would not have any monetary impact on service or the facility project. The suggestion was to hold off on the facility signage until the new facility is built.

Director Buttacavoli stated that the funding used for the branding could be used for another project. Mauk stated that it is currently undesignated funds for eligible capital projects. Buttacavoli asked if the rebranding is premature in relation to the new facility project. Mauk stated the facility signs would be around \$1,300. Director Shaw clarified the question as what is the advantage of rebranding now versus waiting until the new facility is built. Mauk stated that the marketing value of the action of rolling out the new services since it will be a few years before the facility is built. Shaw clarified that the rebranding is being done in conjunction with the new service changes and the facility project is its own project. Buttacavoli asked if this branding is approved, would there be a new branding be needed at the new facility or would this be sufficient. Mauk stated that there is no anticipated rebranding related to the new facility. There are also options other than a full rebranding including increasing advertising with our current contractor for increased revenue and incorporating branding with advertising.

Director Bains suggested tabling the motion until other options are explored.

Director Fuhrer stated that public transit ridership is more of a need based option than a private service. Mauk stated that transit dependent riders are the bulk of the ridership but there is a portion of the riders that are choosing to ride. The goal of rebranding and raising the system's profile is to increase awareness and attract more potential riders. Fuhrer stated that he agreed with Director Bains that it may be in the best interest to see what other options may be available. Mauk stated that the advertising contractor would be willing to discuss options, but this has not been explored before due to the idea of maintaining the integrity of the Yuba-Sutter Transit branding versus advertising space on the buses.

Director Blaser suggested waiting until the new facility is built to do the rebranding.

Director Buttacavoli stated that he agreed with Director Bains on exploring further options.

Mauk clarified the board's recommendation to table the approval of the new agency logo, proceed with the sub-branding of the Microtransit services and wrapping those vehicles.

Director Hudson made a motion to table approval of the new logos/branding and proceed with the sub-branding of the Microtransit (MOD) Services and wrapping those vehicles. Director Buttacavoli seconded the motion, and it was carried unanimously.

**B. Vehicle and Signage Rebranding Project Award.**

Mauk stated with the previous action, the assumption is that the agency vehicle logo update was tabled for later.

Director Shaw stated that the logo approval and the vehicle project are two separate processes and should be separated. He also stated that the funding for transit services comes from state funds and not from ridership. He asked to see if the amount coming from the capital funds for the bus wrapping and signage would adversely affect any upcoming projects.

No action was taken.

**C. Project and Program Updates.**

1. Caltrans State Route 70 Binney Junction Phase 2

Mauk stated that Caltrans was recently considering purchasing the property at 2100 Street outright instead of doing a temporary construction easement. That is no longer under consideration and the timeline has shifted and now the TCE might become effective in mid-2025 through some portion of 2027. It is anticipated that agreements with Caltrans and the lease that will be required on the property near the airport to relocate fixed route buses will be presented for consideration at the January board meeting.

2. NextGen Transit Facility Project

Mauk reported that environmental work is proceeding on the project. The process of tribal consultation has begun. There were two federal tribes and two non-federal tribes who were identified as having interest in the project. FTA and the consultant are working on that in conjunction with Yuba County staff. There is work being done to determine if there are wetlands present on the property as the initial biologic survey identified some potential wetland areas and vernal pools that might need to be addressed with further study. The design process is on-going.

3. Commuter Service Extension Proposal

Mauk reported that based on significant feedback received during the initial survey conducted in August, staff was preparing to release a draft commuter schedule revision for public input, including potential service to the May Lee State Office Complex on Richards Blvd. in Sacramento.

**VI. Closed Session**

**A. Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)**

No reportable action was taken.

**B. Conference with Legal Counsel – Pending Litigation (Pursuant to Government Code Section 54956.9(d)(1))**

No reportable action was taken.

**VII. Correspondence / Information**

None

**VIII. Other Business**

None

**IX. Adjournment**

The meeting was adjourned at 5:30 p.m.

**The next regular meeting is scheduled for Thursday, January 16, 2025, at 4:00 p.m. in the Yuba County Board of Supervisors Chambers, unless otherwise noticed.**

**AGENDA ITEM IV - B  
YUBA-SUTTER TRANSIT  
DISBURSEMENT LIST  
MONTH OF DECEMBER 2024**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 10,063.93	CALPERS HEALTH	HEALTH INSURANCE
EFT	\$ 5,199.58	CALPERS RETIREMENT	RETIREMENT PAYMENT (EMPLOYER SHARE)
EFT	\$ 839.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 949.02	CYPRESS DENTAL ADMINISTRATORS	DENTAL & VSP INSURANCE - DECEMBER 2024
EFT	\$ 72,866.63	PAYROLL	PAYROLL INCLUDING SUPPLEMENTAL WAGES
EFT	\$ 1,047.09	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE - DECEMBER 2024
EFT	\$ 956.38	CARDMEMBER SERVICES	CREDIT CARD- SUBSCRIPTIONS, TRAINING, BOOTH FEES & OFFICE SUPPLIES
EFT	\$ 46.47	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION - DECEMBER 2024
EFT	\$ 398.77	CALIFORNIA WATER SERVICE	WATER
EFT	\$ 5,044.85	PG&E	ELECTRIC 11/08/2024 - 12/09/2024
EFT	\$ 64.77	PG&E	ELECTRIC #2 PARKING LOT LIGHTS - DEC 2024
EFT	\$ 27.69	PG&E	GAS - NOVEMBER 2024
EFT	\$ 485.14	COMCAST BUSINESS	INTERNET SERVICES - DECEMBER 2024
EFT	\$ 462.24	COMCAST BUSINESS	TELEPHONE SERVICES - DECEMBER 2024
EFT	\$ 8,138.08	RAMOS OIL COMPANY	BUS FUEL - GAS 11/11/2024 - 11/30/2024
EFT	\$ 3,740.01	RAMOS OIL COMPANY	BUS FUEL - GAS 12/1/2024 - 12/10/2024
EFT	\$ 100.00	BRADLEY HUDSON	BOARD MEETING 11/21/2024
EFT	\$ 100.00	DON BLASER	BOARD MEETING 11/21/2024
EFT	\$ 100.00	DAVID SHAW	BOARD MEETING 11/21/2024
EFT	\$ 100.00	SETH FUHRER	BOARD MEETING 11/21/2024
EFT	\$ 100.00	WADE KIRCHNER	BOARD MEETING 11/21/2024
EFT	\$ 227.97	UTILITY MANAGEMENT SERVICES	SEWER - DECEMBER 2024
EFT	\$ 2,112.24	INNOVATE MOBILITY	ONGOING SUPPORT: 11/10/2024 - 12/09/2024
EFT	\$ 127.12	PRIMEPAY	PAYROLL FEES - NOVEMBER 2024
EFT	\$ 177.16	ELAVON	MERCHANT SERVICE FEE - DECEMBER 2024
19040	\$ 282.57	ADVANCED DOCUMENTS CONCEPTS	COPY MACHINE CHARGES - NOVEMBER 2024
19041	\$ 175.00	ALL SEASONS TREE & TURF CARE	LANDSCAPING & WEED CONTROL - NOVEMBER 2024
19042	\$ 33.00	BIDWELL WATER COMPANY	WATER SERVICE: 11/12/2024 - 11/25/2024
19043	\$ 24,349.83	HUNT & SONS INC	BUS FUEL - DYED RENEWABLE DIESEL
19044	\$ 18.83	JESSICA SOLIS	MILEAGE REIMBURSEMENT - NOVEMBER 2024
19045	\$ 1,100.00	RC JANITORIAL	JANITORIAL SERVICES - NOVEMBER 2024
19046	\$ 187.50	RICH, FUIDGE, BORDSEN & GALYEAN INC	LEGAL SERVICES - 10/17/2024
19047	\$ 560,714.32	STORER TRANSIT SYSTEMS	CONTRACT SERVICES & VEHICLE INSURANCE - 10/2024
19048	\$ 82.59	SUTTER COUNTY LIBRARY	CONNECT CARD SALES COMMISSION - NOVEMBER 2024
19049	\$ 1,669.73	TEHAMA TIRE SERVICE INC	TUBES/TIRES
19050	\$ 57,339.29	AECOM TECHNICAL SERVICES INC	NEXT GEN FACILITY ENGINEERING SERVICES - OCT 2024
19051	\$ 2,150.00	ALLIANT NETWORKING SERVICES INC	IT SERVICES - JANUARY 2025
19052	\$ 840.00	CAL ACT	2025 MEMBERSHIP RENEWAL FEE
19053	\$ 280.00	CALIFORNIA COMMUNICATIONS	SITE CALL - MCGOWAN PARK & RIDE
19054	\$ 2,670.41	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES - NOVEMBER 2024
19055	\$ 21,270.52	FLYERS ENERGY	BUS FUEL - DYED RENEWABLE DIESEL
19056		VOID VOIDED CHECK	VOIDED CHECK
19057	\$ 3,363.75	PROSIO COMMUNICATIONS	MARKETING SERVICES - NOVEMBER 2024
19058	\$ 1,851.55	QuEST	MAINTENANCE OF BUS STOPS/SHELTERS - 11/24
19059	\$ 694.81	QUILL CORPORATION	JANITORIAL SUPPLIES: PAPER TOWELS, TRASH BAGS, TOILET PAPER
19060	\$ 4,116.00	REI	ANNUAL VEHICLE LICENSE RENEWAL FEE - 2025
19061	\$ 450.00	RICH, FUIDGE, BORDSEN & GALYEAN INC	LEGAL SERVICES - NOVEMBER 2024
19062	\$ 1,212.31	RICHALL ELECTRIC CO	FACILITY SERVICE - LIGHT REPLACEMENT
19063	\$ 103.18	RIVER VALLEY INSURANCE/STIRNAMAN INSURANCE	ADDITIONAL INSURED ENDORSEMENT & CERTIFICATE
19064	\$ 3,433.47	SC FUELS	DEF FLUID
19065	\$ 589.61	SECURITAS TECHNOLOGY CORPORATION	SECURITY SERVICES - JANUARY 2025
19066	\$ 60.00	SHELBY'S PEST CONTROL	PEST CONTROL SERVICES - DECEMBER 2024
19067	\$ 95.00	SMART MARKETING AND PUBLIC AFFAIRS	REVISIONS ON BROCHURES
19068	\$ 15,250.02	STORER TRANSIT SYSTEMS	SPECIAL EVENT SHUTTLING - SIKH PARADE 11/3/2024
19068	\$ 8,772.70	STORER TRANSIT SYSTEMS	WARRANTY REIMBURSEMENT - #1214 - #1219
19069	\$ 535.00	STREAMLINE	WEBSITE SERVICES - DECEMBER 2024
19070	\$ 7,483.50	SUTTER BUTTES COMMUNICATIONS INC	SERVICE AGREEMENT & REPEATER FEES - 1/2025 TO 3/2025
19071	\$ 1,170.40	T-MOBILE	WIFI SERVICES ON BUSES - NOVEMBER 2024
19072	\$ 470.40	T-MOBILE	WIFI SERVICES ON BUSES - NOVEMBER 2024
19073	\$ 1,084.41	TEHAMA TIRE SERVICE INC	TUBES/TIRES
19074	\$ 4,001.22	TELELINK BUSINESS TELEPHONE SYSTEMS	ON SITE INSTALLATION OF PHONE & PAGING DEVICES
19074	\$ 786.70	TELELINK BUSINESS TELEPHONE SYSTEMS	MONTHLY TELEPHONE SERVICE - NOV & DEC 2024
19075	\$ 1,000.00	THE BUS COLAITION	MEMBERSHIP RENEWAL FOR 2025
19076	\$ 11,878.26	THE LEFLORE GROUP	NGTF CONSULTING - NOVEMBER 2024
	\$ 855,040.02		

**LAIF  
TRANSFERS**

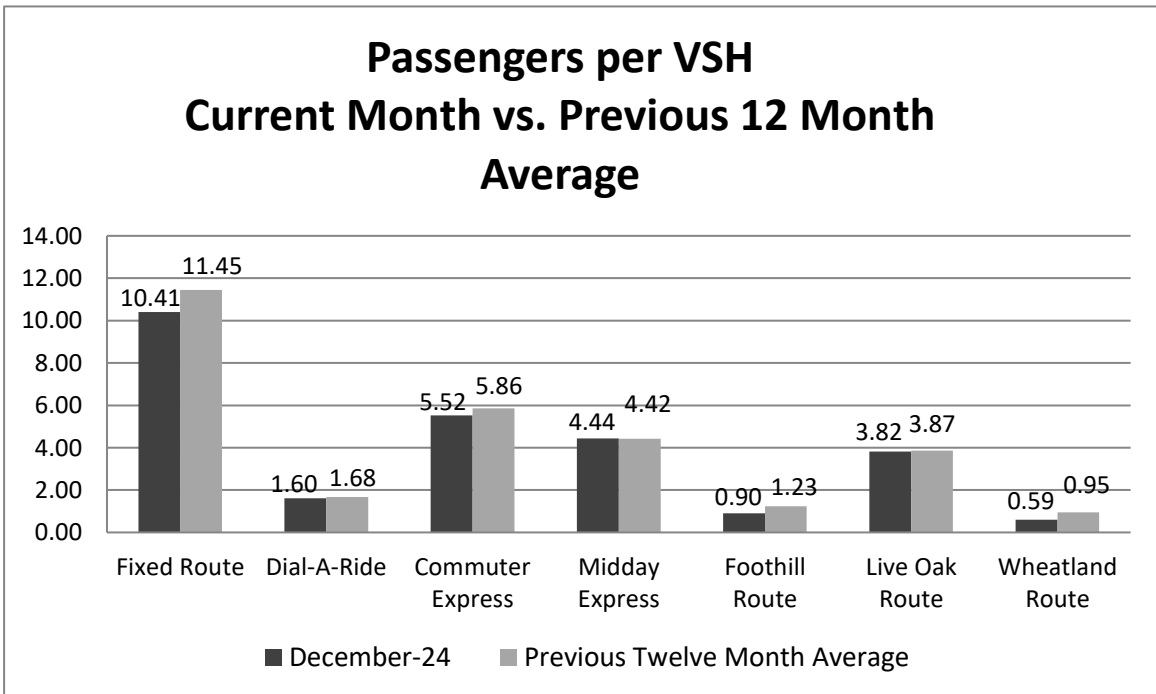
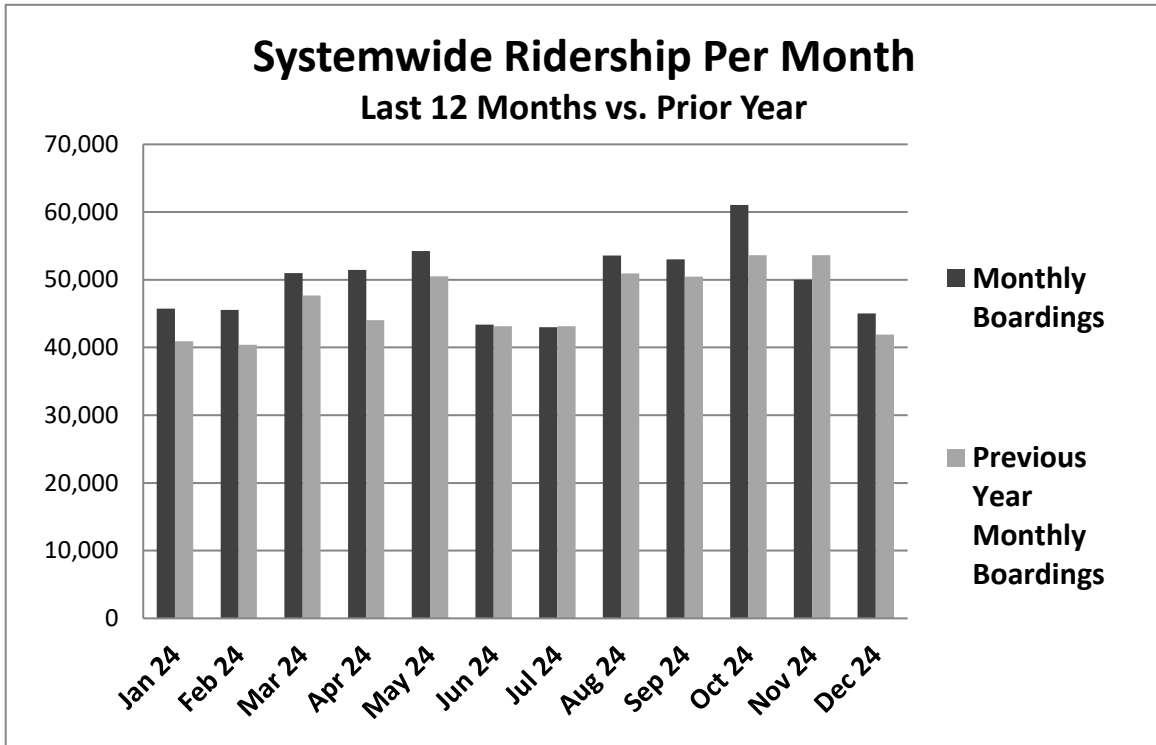


AGENDA ITEM IV - C

**DECEMBER 2024 PERFORMANCE REPORT**

<b>Ridership:</b>	<b>December-24</b>	<b>Previous Twelve Month Average</b>	<b>Fiscal YTD</b>	<b>Previous Fiscal YTD</b>
Fixed Route	38,051	42,186	257,816	244,509
Dial-A-Ride	2,594	2,635	16,583	15,009
Commuter Express	3,515	3,710	25,091	17,472
Midday Express	493	497	3,101	2,950
Foothill Route	71	106	547	849
Live Oak Route	289	307	2,297	1,748
Wheatland Route	27	50	223	86
<b>Total Ridership:</b>	<b>45,040</b>	<b>49,491</b>	<b>305,658</b>	<b>282,623</b>
<b>Vehicle Service Hours:</b>				
Fixed Route	3,654.91	3,685.71	22,404.90	21,999.71
Dial-A-Ride	1,616.29	1,569.36	9,831.58	10,132.78
Commuter Express	636.72	632.95	3,858.02	4,176.85
Midday Express	111.01	112.46	669.95	852.50
Foothill Route	78.98	86.43	502.83	518.46
Live Oak Route	75.58	79.44	469.81	513.90
Wheatland Route	45.52	52.29	312.66	290.82
<b>Total VSH's:</b>	<b>6,219.01</b>	<b>6,218.65</b>	<b>38,049.75</b>	<b>38,485.02</b>
<b>Passengers Per Hour:</b>				
Fixed Route	10.41	11.45	11.51	11.11
Dial-A-Ride	1.60	1.68	1.69	1.48
Commuter Express	5.52	5.86	6.50	4.18
Midday Express	4.44	4.42	4.63	3.46
Foothill Route	0.90	1.23	1.09	1.64
Live Oak Route	3.82	3.87	4.89	3.40
Wheatland Route	0.59	0.95	0.71	0.30
<b>Total Passengers Per VSH:</b>	<b>7.24</b>	<b>7.96</b>	<b>8.03</b>	<b>7.34</b>

## DECEMBER 2024 PERFORMANCE REPORT



AGENDA ITEM IV – D  
STAFF REPORT

**ANNUAL INVESTMENT POLICY REVIEW**

RECOMMENDATION: Accept the Investment Policy Review as presented.

**Background**

It is recommended that the Yuba-Sutter Transit Authority Investment Policy be reviewed at least annually and amended as needed. The review should ensure that the policy is consistent with the overall objectives of preservation of principal, liquidity, and return, and is in conformance with the law, financial and economic trends, and the cash flow needs of the agency.

The Yuba-Sutter Transit Authority Investment Policy (copy attached) was adopted in April 2014 and provides formal guidelines and objectives for the investment of funds not immediately required to meet the agency's financial obligations. These investments are limited to passbook savings and money market accounts; the State Local Agency Investment Fund (LAIF); and certificates of deposit. While not a policy update, any references to the Transit Manager title have been replaced with Executive Director to maintain alignment with the Personnel Manual revision effective July 1, 2021.

**Discussion**

As of December 31, 2024, the Authority's account balances in financial institutions and LAIF were \$2,719,088 and \$850,373, respectively. Of the amount in financial institutions, \$1,607,732 is Low Carbon Transit Operations Program (LCTOP) funds being held in Money Market accounts until earned. Staff considers these deposits to be in alignment with the current policy and is not currently recommending any policy modifications.

Staff will be prepared to discuss the agency investment policy in detail at the meeting.

**Attachments:**

Yuba-Sutter Transit Authority Investment Policy

# YUBA-SUTTER TRANSIT AUTHORITY INVESTMENT POLICY

Adopted April 17, 2014

(Updated July 1, 2021)

## I. INTRODUCTION

The following is the investment policy and guidelines of the Yuba-Sutter Transit Authority, presented in accordance with California Government Code Sections 53600 et seq.

This investment policy is intended to provide a guideline for the prudent investment of Yuba-Sutter Transit funds not immediately required to meet the financial obligations of the Authority.

## II. SCOPE

This policy applies to the investment of all funds, excluding the investment of employees' retirement funds.

## III. OBJECTIVES

The primary objectives, in priority order, of the investment activities of the Authority shall be:

- 1) **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the Authority shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
- 2) **Liquidity.** The investment portfolio of the Authority will remain sufficiently liquid to enable the Authority to meet its cash flow requirements.
- 3) **Return on Investment.** Investments shall be undertaken to attain market rates of return consistent with constraints imposed by the safety objectives and cash flow consideration.

## IV. PRUDENCE

Section 53600.3 of the California Government Code identifies as trustees those persons authorized to make investment decisions on behalf of a local agency. As a

trustee, the standard of prudence shall be the “prudent investor” standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## **V. DELEGATION OF AUTHORITY**

The management responsibility for the investment program is hereby delegated to the Executive Director who shall monitor and review all investments for consistency with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

## **VII. PERMITTED INVESTMENT INSTRUMENTS**

- 1. Passbook Savings Accounts and Money Market Accounts:** These savings accounts may be maintained in local branches of commercial banks and/or savings and loans associations. Amounts maintained in such accounts shall be fully insured by the United States Government or collaterally in a manner acceptable to the Authority.
- 2. State Local Agency Investment Fund (LAIF):** The LAIF was established by the State of California to enable treasurers to place funds in a pool for investments. There is a limitation of \$50 million per agency subject to a maximum of 15 transactions per month.
- 3. Certificates of Deposit:** Cash may be invested only in federally insured or fully collateralized certificates of deposit. Collateral for given investment,

when applicable, must be in accordance with California Government Code Section 53600 et seq.

## **VIII. PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS**

Certain investment practices and instruments are inconsistent with the first objective of this policy (safety of invested funds), and therefore are prohibited.

Yuba-Sutter Transit Authority shall not engage in leveraged investing, such as margin accounts or any form of borrowing for the purpose of investment.

## **IX. SUMMARY**

Yuba-Sutter Transit Authority will strive to maintain the level of investment of funds not immediately active as near to 100% as possible. However, the basic premise underlying the Authority's investment policy is to insure the safety of principal and to provide funds when needed.

In order that the Yuba-Sutter Transit Authority Board of Directors may monitor the handling of invested funds, a full report detailing all investments will be submitted on at least an annual basis or as required by law.

The Authority will review the Policy at least once a year and may modify the Policy as appropriate to the Authority's needs and current law.

AGENDA ITEM V – A  
STAFF REPORT

**VEHICLE AND SIGNAGE PROJECT AWARD**

- RECOMMENDATION:**
- 1) Approval of a capital project titled, “Vehicle Branding” to be added to the Fiscal Year (FY) 2025 Capital Program, as proposed or amended.
  
  - 2) Approve a professional services agreement with Allstar Wraps, LLC, in an amount not to exceed \$211,500 for production and installation of vehicle wraps, bus stop signs, and facility signage, and authorize the Executive Director to execute, as proposed or amended.

**Background**

This item was continued in part from the November and December 2024, regular Board meetings. Action to revise the FY 2025 Capital Program Budget has been added to the requested actions to facilitate the use of previously unclaimed STA funds to complete the project.

**Discussion**

Based on previous Board direction related to the NextGen Transit Plan, Yuba-Sutter Transit staff issued a Request for Proposals (RFP) No. 24-10 on October 9, 2024, seeking a qualified vendor to replace the Authority’s branding on all its vehicles, bus stops, and facilities. A total of three (3) proposals were received and two finalists (Sapphire Marketing and Sign Company, LLC and Allstar Wraps, LLC) were shortlisted for further evaluation. After reviewing the proposals, it was determined that Allstar Wraps, LLC was the highest-rated, lowest cost of the responsible bidders in this procurement. At the December 19, 2024, meeting, the Board approved the “Mobility On Demand (MOD)” microtransit service sub-branding and related vehicle wrap portion of this project, as proposed.

Per Board direction received at the November and December meetings, staff have prepared alternatives for Board consideration that reduce the remaining scope and incremental cost of the proposed project. Attached as “Exhibit A” for Board review is an outline of three vehicle branding project options with overall project savings ranging from approx. \$28,000 to \$81,000. The alternatives all assume the inclusion of the bus stop and facility signage portion of the original project as it would be necessitated by any change in branding, and the related \$23,354 cost is programmed within previously approved capital budget line items. In addition, either of the three project alternatives will trigger new opportunities for increased revenue from bus advertising if approved as presented in a later agenda item.

With the requested action, the staff is recommending award of a preferred project scope to Allstar Wraps, LLC and authorizing the Executive Director to execute the contract with a corresponding not-to-exceed value of up to \$211,500. It is anticipated that the work will be completed within six months of the notice to proceed. Staff will be prepared to discuss the project options and the recommended action in detail at the meeting.

**Fiscal Impact**

The proposed agreement with Allstar Wraps, LLC for rebranding of vehicles and signage will have a total not-to-exceed value of up to \$211,500 (or approved alternative). Funding for the bus stop and facility signage portion of the project (\$23,354) is within previously adopted capital program line items, and an approx. \$41,840 for the unique branding of (6) new microtransit vehicles approved by the Board in December is fully funded with federal

and state sources under the previously adopted capital project. Previously unclaimed STA capital funding is available for the remaining vehicle-related costs up to the maximum amounts presented. If approved, the project will be added to the FY 2025 Capital Program at the appropriate project budget level.

**Attachments:**

- 1) Exhibit A – Vehicle Branding Alternatives
- 2) Draft Professional Services Agreement, Allstar Wraps, LLC
- 3) Proposed Vehicle Branding Mockups



## VEHICLE BRANDING ALTERNATIVES

## Exhibit A

The cost comparison below excludes an approx. \$41,840 from the overall project costs for the unique branding of (6) new microtransit vehicles that was approved by the Board in December, and the minimal cost for branding the (8) staff vehicles which would be inherent with all three options. The following alternative project scenarios and resultant cost impacts are for the remaining (49) revenue fleet vehicles:

**Option A: Service Based Approach** - Branding replacement on (33) revenue vehicles and (8) fleet vehicles.

This option prioritizes new branding for the entire local fixed route and commuter bus fleet and excludes the (16) remaining Dial-A-Ride cutaway vehicles.

Pros/Cons – Consistent look within services / Highest incremental cost; Low ad revenue potential.

Cost Impacts:	(22) Local Fixed Route	\$ 66,665
	(11) Commuter	<u>\$ 54,841</u>
		\$121,506
Savings:	(16) Dial-A-Ride Vehicles	-\$ 27,641

**Option B: Age Based Approach** - Branding replacement on (28) revenue vehicles and (8) fleet vehicles.

This option prioritizes branding for the newest fleet vehicles and excludes the (21) oldest local fixed route, commuter, and Dial-A-Ride cutaway vehicles (model years 2010 to 2014).

Pros/Cons – Excludes vehicles planned for earlier replacement; Lower incremental costs; Some ad revenue potential / Inconsistent look within service fleets.

Cost Impacts:	(10) Dial-A-Ride	\$ 17,576
	(11) Local Fixed Route	\$ 33,333
	(7) Commuter	<u>\$ 34,899</u>
		\$ 85,807
Savings:	(21) Revenue Vehicles	-\$ 63,340

**Option C: Blended Approach** - Branding replacement on (18) revenue vehicles and (8) fleet vehicles.

This option prioritizes branding for the newest local fixed route and commuter fleet vehicles and excludes a combination of older fixed route vehicles and the entire Dial-A-Ride fleet.

Pros/Cons – Lowest incremental cost and most ad revenue potential / Fewest vehicles with new branding; Inconsistent look within the service fleets.

Cost Impacts:	(11) Local Fixed Route	\$ 33,333
	(7) Commuter	<u>\$ 34,899</u>
		\$ 68,232
Savings:	(31) Revenue Vehicles	-\$ 80,916

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Yuba- Sutter Transit Authority ("Authority") and Allstar Wraps, LLC. ("Contractor").

### RECITALS

- A. The Authority is a joint powers authority which arranges for various public transportation services to operate within and without the boundaries of the counties of Yuba and Sutter in California.
- B. The Contractor is specially trained, experienced, and competent to provide the professional services required by this Agreement.
- C. The Contractor possesses the knowledge, ability, licenses, and certifications, as may be required by law, to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- D. Authority desires to retain Contractor to render the professional services as set forth in this Agreement.

### AGREEMENT

- 1. Scope of Services. The Contractor shall furnish the following services in a professional manner: Contractor shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Contractor shall provide such professional services at the time, place, and in the manner specified in Exhibit "A," subject to the direction of the Authority.
- 2. Time of Performance. The services shall commence upon execution of this Agreement and shall continue until terminated as set forth in Section 6 (Termination) of this Agreement.
- 3. Compensation. Compensation to be paid to the Contractor will not exceed \$\_\_\_\_\_. Authorized project work will be billed according to the rates proposed in the Proposal and hereto attached as Exhibit "C". Payment by Authority under this Agreement shall not be deemed a waiver of defects in Contractor's services, even if such defects were known to the Authority at the time of payment.
- 4. Method of Payment. Contractor shall submit monthly billing to Authority. Authority shall

pay Contractor within a reasonable time upon approval of the monthly invoice by the Executive Director, such approval to not be unreasonably withheld.

5. Additional Services. At any time during the term of this Agreement, Authority may request that Contractor provide Additional Services. As used herein, "Additional Services" means any services which are determined by Authority to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Additional Services without prior written authorization from the Authority that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services. Such services shall be billed at the hourly rate set forth on.
6. Termination. This Agreement may be terminated by the Authority at any time. Upon termination, Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. The Authority acknowledges the Contractor's documents, including electronic files, as the work papers of the Contractor and the Contractor's instruments of professional service. All plans, studies, documents, and other work products prepared by and for Contractor, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, shall become the property of the Authority upon payment to Contractor for such services, and the Authority shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall provide such reports, plans, studies, documents and other work products to the Authority within three (3) days after written request. Nothing herein shall be construed as a limitation on Contractor's right to re-use component design details, features and concepts on other projects, in other contexts or for other clients.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Contractor under this Agreement ("Documents and Data"). Contractor shall require all sub- Contractors to

agree in writing that Authority is granted a nonexclusive and perpetual license for any Documents and Data the sub-Contractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by Authority. Authority shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority's sole risk.

9. Confidentiality. All ideas, memoranda, scope of work, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of the Agreement shall be held confidential by Contractor unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of Authority, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Authority's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of Authority.

10. Contractor's Books and Records

- a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to Authority for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.
- b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the

Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Authority's Transit Manager, Attorney, or a designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at 2100 B Street, Marysville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
  - d. Where Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, Authority may, by written request by any of the above-named officers, require that custody of the records be given to the Authority and that documents be maintained by Authority.
11. Independent Contractor. It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Authority. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to Authority's employees, and Contractor hereby expressly waives any claim it may have to any such rights.
12. Interest of Contractor. Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
13. Professional Ability of Contractor. Authority has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Contractor under this Agreement, shall be by Alliant Networking Services, Inc., and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

14. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
15. Licenses. Contractor represents and warrants to Authority that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to Authority that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement , any licenses, permits, insurance, and approvals which are required by the Authority for its business.
16. Indemnity. To the fullest extent allowed by law, Contractor specifically agrees to indemnify, defend, and hold harmless the Authority, its officers, agents, member jurisdictions and employees (hereinafter collectively the "Authority") from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees and expert witness expenses), damages, and liabilities resulting from injury or death of a person or injury to property or any other claim, arising out of or in any way connected with the performance of this Agreement, however caused regardless of any negligence of the Authority, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of the Authority. The Contractor shall pay all costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. Contractor shall provide indemnity to the Authority pursuant to this paragraph in the event the Claimant and/or the Authority allege conduct on Contractor's part which renders Contractor fully or partially responsible for the alleged claim or otherwise obligated to provide a defense and/or indemnity to the Authority. Contractor's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. Contractor shall defend and indemnify the Authority pursuant to this section unless and until it is finally established by a court of law that the Authority's sole active negligence or willful misconduct caused the alleged claim. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts. The indemnity provisions of this section survive the



19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between Authority and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and Authority.
21. Assignments and Subcontracting. The parties recognize that a substantial inducement to Authority for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of Authority. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of Authority. If Authority consents to such subcontract, Contractor shall be fully responsible to Authority for all acts or omissions of any sub-Contractor of Contractor. Nothing in this Agreement shall create any contractual relationship between Authority and sub- Contractor nor shall it create any obligation on the part of Authority to pay or to see to the payment of any monies due to any such sub-Contractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Yuba.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.
26. Execution. This Agreement may be executed in several counterparts, each of which



shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

28. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
29. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
30. Equal Opportunity Employment. Contractor represents that Contractor is an equal opportunity employer and Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
31. Rights. This agreement does not create any rights in any person or entity other than the parties hereto."

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

YUBA-SUTTER TRANSIT AUTHORITY

ALLSTAR WRAPS, LLC.

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

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

\_\_\_\_\_, Executive Director

\_\_\_\_\_

Business License #: \_\_\_\_\_

Tax ID: \_\_\_\_\_

DRAFT

# EXHIBIT A-SCOPE OF WORK

## VEHICLE WRAPS, BUS STOPS, BUS SHELTER, BUILDING SIGNAGE

### 1.1 INTRODUCTION

The Yuba-Sutter Transit Authority (Authority) is the sole provider of public transit service in Yuba and Sutter Counties under a joint powers' agreement between Sutter and Yuba Counties and the Cities of Marysville and Yuba City. The Authority provides four distinct public transit services within the urbanized and rural areas of the counties as listed below:

- Fixed route service in the cities of Yuba City and Marysville and the unincorporated communities of Linda and Olivehurst.
- Demand responsive Dial-A-Ride service, which includes service to seniors and persons with disabilities and complementary paratransit service as required by the Americans with Disabilities Act (ADA).
- Weekday peak hour commuter and midday service to downtown Sacramento.
- Limited rural route deviation service consisting of three separate routes between Marysville/Yuba City and the Yuba County foothills, Live Oak, and Wheatland.

Service is provided each weekday from approximately 6:30 a.m. to 6:30 p.m. and from approximately 8:30 a.m. to 5:30 p.m. on Saturdays. No service is provided on Sunday or major holidays. The Authority contracts with Storer Transit Systems, Inc. for the operation of all transit services including management, drivers, maintenance staff and cleaning staff. When referencing the Authority throughout this RFP, Storer staff is included.

The Authority currently operates a fleet of fifty-five (55) buses ranging in capacities of twelve (12) to fifty-seven (57) seated passengers.

### 1.2 PROJECT DESCRIPTION

**Initial Phase** (Within 120 days following Award) - The Authority will be modernizing and replacing the green and yellow branding currently on sixty-three (63) passenger and staff vehicles, three hundred (300) bus stops, sixty-five (65) bus shelters and three (3) building signs. With the rebranding, the Authority is seeking proposals from qualified vendors to undertake activities relating to the replacement of the Authority logo on all Authority assets and facilities. The Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each item/installation. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications.

#### **A. Vehicle Wraps**

Removal of pre-existing logos as well as surface preparation and installation of high-quality partial or full wraps on the following sixty-three (63) vehicles:

- Six (6) 23-foot 2023 New England Frontrunner buses for the new "Micotransit" service (brand new installs)
  - Six (6) 25-foot 2014 Chevy/Glaval Tital II 4500 buses used for Dial-A-Ride service
  - Ten (10) 24-foot 2019 Ford/Glaval Universal buses used for Dial-A-Ride service
  - Eleven (11) 35-foot 2019 Gilling Low Floor buses used for Fixed Route service
  - Eleven (11) 35-foot 2013 Gilling Low Floor buses used for Fixed Route service
  - One (1) 45-foot 2010 MCI D4500 bus used for Commuter service
  - Three (3) 45-foot 2012 MCI D4500 buses used for Commuter service
  - Seven (7) 45-foot 2018 MCI D4500 buses used for Commuter service
  - One (1) 2003 Ford Truck F350 fleet vehicle
  - One (1) 2007 Ford Escape fleet vehicle
  - One (1) 2009 Ford Escape fleet vehicle
  - One (1) 2006 Ford Explorer fleet vehicle

- Two (2) 2012 Chevy Cruze fleet vehicle
- One (1) 2025 Toyota RAV4 Hybrid fleet vehicle

Graphics to be installed on the individual vehicle models will depend on the service they perform, and each vehicle model may have a unique design or variation. Attachment A to the RFP shows examples of the graphics that will be applied.

- Tentative sizes and approximate layout of exterior decals shown in ATTACHMENT A.
- Specific locations of exterior decals and overall layout may be altered slightly to accommodate changes to buses.
- 
- All artwork will be sent in the file format preferred by the vendor, if possible.

### **Measurement of Vehicles**

A mandatory pre-proposal meeting will be held at the Authority operations and maintenance facility, located at **2100 B Street, Marysville, CA 95901, on October 15, 2024, at 10:00 a.m.** for all vendors interested in submitting proposals. Measurements of buses can be taken during the pre-proposal meeting and will not be provided after.

### **Current state of vehicles:**

- The six (6) 23' Frontrunner buses for the "Micotransit" service are free of any vinyl graphics
- The six (6) 35', ten (10) 24', twenty-two (22) 35' and eleven (11) 45' buses are painted and have current vinyl branding on all sides,
- The six (6) existing fleet vehicles have simple vinyl branding on both sides of the front doors.
- The one (1) new fleet vehicle is expected for delivery in January, and will be free of any vinyl graphics

For the buses that are painted and have existing vinyl, the selected vendor will be responsible for removing existing vinyl and proper surface preparation before applying the new wraps.

**Note: The selected vendor should plan on performing the installation (and any necessary vinyl removal prior to installation, if applicable) at the Authority's location in Marysville, California.**

### **Bus Wrap Material and Application**

The bus wraps will be high performance and durable vinyl, 3M material with laminate, or equivalent, with ultraviolet (UV) protection.

The requirements for the placement of the wraps are as follows:

- No vinyl will be allowed to interfere with any safety devices, lights, signals, or licensing. Vinyl's cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.
- Vinyl applied over body panel seams and vents shall be sliced and tucked into those seams/vents.
- Vinyls smaller than the allocated area shall be centered in the allocated area, with Yuba-Sutter Transit's guidance and direction.

## **Quantity**

Proposals should be submitted for production and installation for six (6) new partial/full 23' bus wraps, and replacement of six (6) partial 25' bus wraps, ten (10) partial 24' bus wraps, twenty-two (22) partial 35' bus wraps, eleven (11) partial 45' bus wraps, and logos on seven (7) fleet vehicles. Proposers must include costs for removal of existing vinyl graphics as applicable. The Authority reserves the right to alter the final quantity and design of bus wraps based upon need.

## **Schedule for Installations and Repairs/Replacement**

All vehicles must be wrapped within 120 days following the notice to proceed. All vehicles will be onsite and available for installations, as agreed. During regular business hours, up to three (3) vehicles at a given time can be made available, while the entire fleet will be accessible after hours. Proposals should include a proposed schedule detailing the timeframe for each vehicle to be completed.

Priority Vehicles - The six (6) new 23' 2023 buses designated for the new 'Micotransit' service should be prioritized and fully wrapped before January 1, 2024.

In addition, when wrapped buses require future vinyl repairs and/or replacement during the term of the contract, repairs/replacement must be completed within a maximum period of ten (10) business days of notification by the Authority.

## **Warranty (minimum requirements)**

**Solid Vinyl:** For a period of two (2) years from date of installation, the selected vendor shall repair or replace any solid vinyl that fails or begins to fail for reasons related to the materials, production, or installation at no cost to the Authority. This repair or replacement will be completed within ten (10) business days of notification by the Authority. This applies to all vehicles.

**Perforated Vinyl:** For a period of six (6) months from date of installation, the selected vendor shall repair or replace any perforated vinyl that fails or begins to fail for reasons related to the materials, production, or installation at no cost to Yuba-Sutter Transit Authority. This repair or replacement will be completed within ten (10) business days of notification by the Authority.

## **Pre-Proposal Conference**

As outlined in the Schedule of Events, the mandatory pre-proposal conference will be held on October 15, 2024, at 10:00 a.m. to address questions related to the project and provide additional details regarding project. **Proposers wishing to attend the meeting must email Jessica Solis at [Jessica@yubasuttertransit.com](mailto:Jessica@yubasuttertransit.com) prior to COB on October 14, 2024, to confirm attendance.** Confirmed proposers will have the opportunity to take measurements and inspect the current condition of the vehicles at this pre-proposal conference. Measuring tools will not be provided and proposers are encouraged to bring any necessary equipment. Proposals from vendors who do not attend the mandatory pre-proposal meeting will not be accepted.

## **B. Bus Stop Signage**

Production of up to 300 vinyl bus stop signs and supplementary vinyl route names/number decal sets as outlined below. The Authority will provide an electronic format of the design(s) to the awarded proposer for sign production purposes. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications. The Authority reserves the right to proof all sign orders prior to production. Any graphic errors and vinyl issued that are not approved by the Authority will be fixed at the expense of the contractor. Attachment A to the RFP shows examples of the graphics that will be applied.

**Metal Sign Specifications:**

- 300 12"x 18" Aluminum plate with rounded corners and UV laminate on both sides.
  - The metal thickness is .08

**Product Life**

Product life of the proposed sign in terms of color fading and deterioration should be included in the proposal. All contractor-provided signs and components shall have a minimum 5-year warranty against chipping, discoloration, blistering, cracking, crazing, chalking, and loss of adhesion.

**Production Schedule**

All metal signs and vinyl decals must be completed within 120 days following the notice to proceed, and a proposed timeline for production of the bus stop signs must be included in the proposal.

**Vinyl Decals**

Vinyl route numbers must be high-performance and durable vinyl, 3M material, or equivalent, with ultraviolet (UV) protection.

**Vinyl Decal Quantities:**

**Route**

Microtransit (MOD)	125
1	55
4	60
4A/ 4B	5
3	50
6	45
70	15
99	15
Foothill Route	4
Live Oak Route	7
Wheatland Route	5

**Total Decals: 386**

**C. Bus Shelter Signage**

All decals are to be white and of 3M or equal material for maximum durability. The Authority will provide an electronic format of the design to the awarded proposer for sign production purposes. Attachment A to the RFP shows examples of the graphics that will be applied.

The white decals shall be between 5" and 5 1/2" tall to match existing length. Authority decals will be centered on the exterior of both Plexiglas end panels of each identified advertising shelter.

## **D. Facility Signage**

The Authority is seeking to replace two (2) facility signs with updated branding. The first sign is installed on the operations and maintenance facility, located at 2100 B Street, Marysville, facing the street. The second monument style sign is adjacent to the parking entrance of the facility building. The Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each item/installation. Attachment A to the RFP shows examples of the graphics that will be applied.

### **Specifications**

As outlined previously, the mandatory pre-proposal conference will be held on October 15, 2024, at 10:00 a.m. to address questions and provide additional details related to the project. **Proposers wishing to attend the meeting must email Jessica Solis at [Jessica@yubasuttertransit.com](mailto:Jessica@yubasuttertransit.com) prior to COB on October 14, 2024, to confirm attendance.** Confirmed proposers will have the opportunity to take measurements and inspect the current condition of the facility signs at this pre-proposal conference. Measuring tools will not be provided and proposers are encouraged to bring any necessary equipment. Proposals from vendors who do not attend the mandatory pre-proposal meeting will not be accepted.

### **Product Life**

Product life of the proposed sign in terms of color fading and deterioration should be included in the proposal. All contractor-provided signs and components shall have warranty against chipping, discoloration, blistering, cracking, crazing, chalking, and loss of adhesion. The Proposal must include warranty of the materials and production. The Proposal must highlight material recommendations, preferably similar to what is currently used.

### **Production Schedule**

A proposed timeline for the production and installation of facility signage should be included in the proposal.

**1.3 Phase 2** (Commencing Upon Completion of Phase 1) – Following completion of the initial phase of the project, the Authority wishes to retain the services of the selected vendor to provide ongoing vinyl signage/vehicle graphics production, installation, and/or related support services (excluding warranty work as described above) for a period of up to three (3) years, with options for up to two (2), one-year extensions, subject to additional contract terms. This ongoing support phase will be for an indefinite quantity of work and/or materials that are similar in nature but not necessarily directly related to the initial project scope. The Authority anticipates this ongoing support phase will not exceed four hundred (400) total hours of project work over the full term of the contract.

Interested proposers are invited to submit a proposal to provide ongoing, non-warranty services and supply additional items as needed. In order for consideration, proposals must include all applicable loaded labor rates, projected for the life of the three (3) year base contract term and two (2), additional one-year option years. Per federal procurement statute, flat cost escalators or percentage-based markup on materials are not allowable. As with the initial project, the Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each new item/installation. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications.

**- END OF EXHIBIT A-**

## EXHIBIT B-INSURANCE REQUIRMENTS

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. Contractor shall maintain limits no less than:

- |   |  |
|---|--|
| 1. Commercial General Liability,<br>Including: Premises and<br>Operations<br>Contractual Liability<br>Personal Injury<br>Liability Independent<br>Contractors<br>Bodily Injury, Property Damage | \$2,000,000 per occurrence and<br>\$2,000,000 general aggregate      |
| 2. Automobile Liability:<br>Owned, Non-<br>Owned, and Hired<br>Autos  | \$1,000,000 per accident<br>for bodily injury and<br>property damage |
| 3. Workers<br>Compensation:   | As required by the State<br>of California                            |
| 4. Employer's Liability   | \$1,000,000 per accident<br>for bodily injury or disease             |
| 5. Professional Liability:  | \$1,000,000 per claim and<br>\$2,000,000 annual<br>aggregate         |



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

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

1. Authority, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to Authority.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Authority for review.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Authority. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

### **Verification of Coverage**

Contractor shall furnish Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by Authority or on other than Authority's forms provided those endorsements conform to Authority requirements. All certificates and endorsements are to be received and approved by Authority before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Waiver of Subrogation**

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers ' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the Contractor, its employees, agents and sub-contractor .

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**EXHIBIT C  
ALLSTAR WRAPS, LLC.  
PROPOSAL**



October 27, 2024

Jessica Solis

Program Analyst I

Yuba-Sutter Transit Authority

2100 B Street, Marysville, CA 95901

Dear Yuba-Sutter Transit Authority,

Allstar Wraps, LLC. (Allstar) is pleased to submit this Proposal for Vehicle Wraps, Bus Stops, Bus Shelter, and Building Signage to Yuba-Sutter Transit Authority. Allstar has resided in Sacramento County for the past five years, demonstrating our commitment to high levels of customer service and design and installation of commercial and personal vehicle wraps, graphic design, and custom stickers and signage. Both of our owners, primary installer, and in-house graphic designer each possess over ten years of experience each in the vinyl and vehicle wrap industry.

Allstar is highly interested in providing the services outlined in this RFP looks forward to establishing a mutually beneficial relationship with Yuba-Sutter Transit Authority (Authority).

Allstar is poised to provide superior installation, repairs, design, removal, measurement, and service for Yuba-Sutter Transit Authority at a cost-effective rate. The Authority should take advantage of the opportunity to ensure that the best possible service can be provided. Allstar is ready to discuss this proposal and enter into negotiations immediately with the Authority.

We are pleased to present the following highlights of our proposal:

- ✓ Longstanding, quality service and competitive prices for sixty-three (63) passenger and staff vehicles, three hundred (300) bus stops, sixty-five (65) bus shelters and three (3) building signs.
- ✓ Flexible timeline and hours provided by our installation team.
- ✓ Using industry-leading materials from 3M, Avery Dennison, and ORAFOL.
- ✓ Professional experience and qualifications of the team.
- ✓ Over ten years of experience in the vinyl and vehicle wrap industry.

We have carefully and thoroughly read and understand the Yuba-Sutter Transit Authority Proposal for Vehicle Wraps, Bus Stops, Bus Shelter, and Building Signage, dated October 9, 2024 and have completed the necessary requirements.

## **Applicable Regulations and Requirements**

### **(1.23.2) Qualifications, Personnel, Experience, and References**

#### **1. Proposer's Minimum Qualifications:**

Allstar brings over five years of proven expertise in bus wrap services, bus stops, shelter decals, graphics, and signage. Our core team has accumulated a decade of experience in the industry and is poised to advance to the next level.

#### **2. Related Experience:**

Allstar specializes in fleet graphics and full vehicle wraps that efficiently highlight our clients' services. We recently collaborated with Paratransit Inc. to assist in their rebranding efforts by removing outdated graphics and installing new ones on 150 shuttle buses. Our team was able to complete this project ahead of schedule, much to the client's delight. Throughout the process, Allstar worked closely with Paratransit to ensure the graphics were accurately sized and tailored to meet the project requirements, with valuable support from our in-house designer.

Before establishing Allstar, our team—including installers, print managers, and graphic designers—gained extensive experience in the industry while working with Sacramento Regional Transit, including the city's shuttle buses and light rail, as well as Sacramento UCP for their commuter fleet. Collectively, each member of our team has over ten years of experience in the vehicle wrap industry prior to founding the business.

The Allstar team is committed to collaborating with fleet operations and assisting other businesses in achieving effective rebranding through precise and professional installations.

#### **3. References:**

##### **Sacramento Municipal Utilities District (SMUD)**

Scope: We have been collaborating with SMUD since June 2023 to create all graphic designs for their fleet, which includes line trucks and electric vehicles.

- ✓ Scott Tavares, Fleet Manager, SMUD  
9762 Kiefer Blvd., Sacramento, CA; (916)732-5571; scott.tavares@smud.org  
Date services were provided: Ongoing, beginning June 2023 until current.  
Description of outcome: Scott tells us we continually do a great job on their branding, and they continue to collaborate with us.  
Please see below for photos.







## Paratransit Inc.

Scope: Allstar undertook the rebranding of 150 shuttle buses, in addition to executing full wraps on two Run to Feed the Hungry Paratransit shuttle buses. This process involved both the removal and installation of branding elements over a five-month period, conducted at the convenience of Paratransit.

- ✓ Nicky Sandoz; Account Executive; RR Donnelley  
1281 National Dr, Sacramento, CA 95834, (949)244-2421; nicky.d.sandoz@rrd.com  
Date services were provided: September 2022 through February 2023.  
Description of outcome: Job was completed on time and client was highly satisfied.  
Please see below for photos.





### **Downtown Sacramento Partnership**

Scope: Rebranding of 25 vehicles, including the removal and installation of branding elements, for Downtown Sacramento Partnership. This project began in July 2023 and is currently ongoing.

- ✓ Lance McDaniel; Public Space Services Director; Downtown Sacramento Partnership  
980 9th St #200, Sacramento, CA 95814; (916) 442-8575; [lmcdaniel@downtownsac.org](mailto:lmcdaniel@downtownsac.org)  
Date services were provided: July 2023 – Current.  
Description of outcome: Lance tells us we continually do a great job on their branding, and they continue to collaborate with us.  
Please see below for photos.





### **(1.23.3) Technical Approach and Scope of Work/ Cost Proposal**

#### **1. Schedule and Installation:**

From final design production to confirm specs, manufacture of graphics, removal of existing vinyl (if applicable), and installation would be one to two days per vehicle. The exception would be microtransit buses, where it would take an estimated five days each, but could go faster due to the intricacies of the vehicle's shape.

#### **2. Installers:**

The installer's work schedule is 7 am – 6 pm Monday through Friday. The installers will travel from Sacramento to install and make repairs and are open to establishing a schedule prior to the contract starting. Allstar is the only company that can guarantee high quality vinyl in addition to offering expedited graphic design and printing services.

#### **3. Repairs:**

It will take Allstar no more than 10 days to make repairs from the date the Authority notifies us of this need and 2 days at the least, but no later than 10 days for all vehicles, bus signage, and bus shelters.

Manufacture time frame: 2 days at the most.

Shipping time (if applicable): 2 days at the most.

Lead time for scheduling: 2 – 10 days.

### **1.23.4 Subcontractors/ Subconsultants**

Allstar will perform all duties internally.

### **1.23.5 Cost, Rates**

Allstar Wraps' services for the entire job shall not exceed **\$220,073.86**. Kindly refer to the attached Cost Proposal forms in **Appendix A** for an estimation pertaining to each deliverable, presented as a per-deliverable cost for each item. Should you have any inquiries, please feel free to contact us.

### **1.23.6 Exceptions to the Contract Provisions**

Allstar Wraps does not have any exceptions to the terms and conditions set forth in this RFP.

### **1.23.7 Past, Present, and Pending Legal Actions**

Allstar Wraps has not been involved in any current or threatened legal action.

### 1.23.8 Required Forms and Licenses

Allstar Wraps has proof of all required forms and licenses, including proof of business license, professional liability insurance, workers' compensation insurance, and commercial general liability insurance and business owners' liability insurance. These are all attached at the end of the proposal in **Appendix B**.

#### **Conclusion**

Allstar Wraps is prepared to undertake all responsibilities outlined in this Request for Proposal (RFP) and is ready to commence negotiations with the Authority without delay. Our clients appreciate our proactive approach, the superior quality of our prints, and our central location in Sacramento. We are firmly committed to adhering to deadlines, and our installation team will operate continuously to ensure the completion of the removals and installations.

Very truly yours,



Jacob Waite

*Owner, Production Manager*

(916) 534-2752

Allstar Wraps

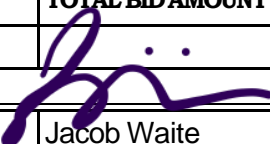
3045 65th Street #14, Sacramento, CA

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Appendix A

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Phase 2- Retention Services*									
	25	ALL APPLICABLE LABOR RATES	1 hour	Install Labor	\$100 / hour				
			1 hour	Removal Labor	\$80 / hour				
	27	ADDITIONAL CHARGES IF GRAPHIC DESIGN TIME IS REQUIRED	1 hour	Graphic Design	\$200 / hour				
	28	ANY ADDITIONAL CHARGES NOT LISTED ABOVE							
		<b>TOTAL BID AMOUNT</b>				<b>195,354.91</b>			
Signature of Authorized Official: 									
Name: _____		Jacob Waite							
Title: _____		Owner							
*Following completion of the initial phase of the project, the Authority wishes to retain the services of the selected vendor to provide ongoing vinyl signage/vehicle graphics production, installation, and/or related support services (excluding warranty work) for a period of up to three (3) years, with options for up to two (2), one-year extensions, subject to additional contract terms. This ongoing support phase will be for an indefinite quantity of work and/or materials that are similar in nature but not necessarily directly related to the initial project scope. The Authority anticipates this ongoing support phase will not exceed four hundred (400) total hours of project work over the full term of the contract.									
In order for consideration, proposals must include all applicable loaded labor rates, projected for the life of the three (3) year base contract term and two (2), additional one-year option years. Per federal procurement statute, flat cost escalators or percentage-based markup on materials are not allowable. As with the initial project, the Authority will supply the awarded proposer with pre-approved electronic versions of the artwork for each new item/installation. Proposals should include any additional charges if graphic design time is required to correct the files to the quoted job specifications.									

COST PROPOSAL FORM - BUS SHELTER SIGNAGE

Firm Name	Allstar Wraps, LLC.
Address	3045 65th Street, #14, Sacramento, CA 95820

Unit	Information for unit
Price for vinyl decals	15.25
*Should any other fees apply, please provide details	1.33
<b>TOTAL BID AMOUNT FOR SIGNS:</b>	1,077.98

Signature of Authorized Official 


Name Jacob Waite Title Owner

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### COST PROPOSAL FORM-BUS STOP SIGNAGE

Firm Name	Allstar Wraps, LLC.
Address	3045 65th Street, #14, Sacramento, CA 95820

Unit	Information for Unit	
Price per sign 12" x 18" sign	\$66.35	
Price per vinyl route numbers	\$1.50	
Meets materials specifications?	Yes X	If no, please attach explanation
Product life of standard sign in years	5-7 Years	
Optional product life extension available	No	
Product life extension above standard in years	2-3 Years	
Taxes	\$5.94	
*Should any other fees apply, please provide details		
<b>TOTAL BID AMOUNT FOR SIGNS:</b>	<b>\$22,276.35</b>	

Signature of Authorized Official 

Name Jacob Waite Title Owner


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COST PROPOSAL FORM - FACILITY SIGNAGE

Firm Name	Allstar Wraps, LLC.
Address	3045 65th Street, #14, Sacramento, CA 95820

Unit	Information for unit
Price for Facility Signage (3)	1299.88
*Should any other fees apply, please provide details	64.74
<b>TOTAL BID AMOUNT FOR SIGNS:</b>	1364.62

Signature of Authorized Official 

Name Jacob Waite Title Owner

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## ART EXAMPLE

25-foot 2014 CHEVY/GLAVAL TITAN II 4500

Dial-A-Ride

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Current Design



New Design

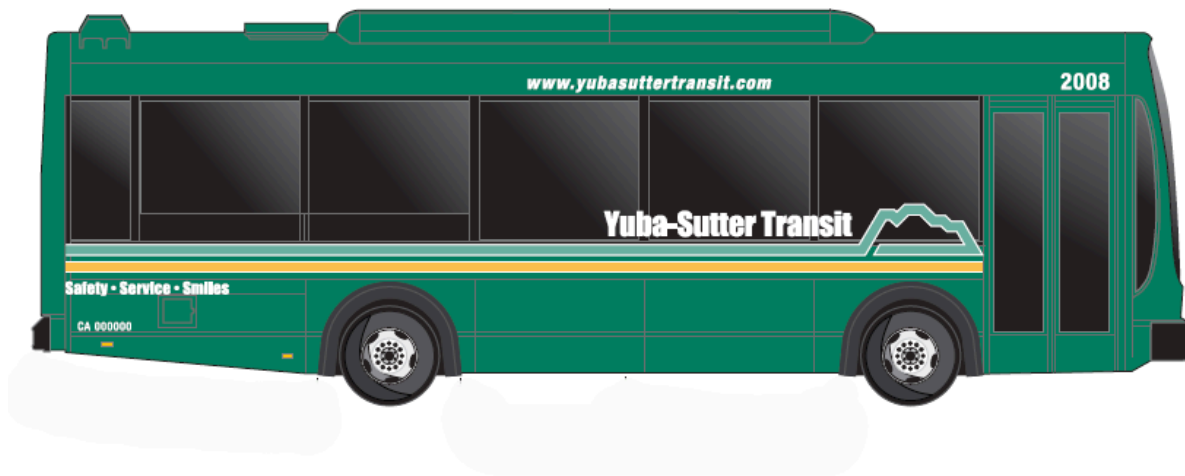
## ART EXAMPLE

45-foot MCI-Sacramento Commuter  
35-foot 2013 Gilling- Fixed Route

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Current Design



Current Design

## NEW DESIGNS

Art design will be used for both the Gillings and the MCI's

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## ART EXAMPLE

23-foot 2023 New England Frontrunner  
On-Demand “Micotransit” (MOD) service

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Current Design



## NEW DESIGNS

23-foot 2023 New England Frontrunner  
On-Demand "Micotransit" (MOD) service

### Option A



### Option B



AGENDA ITEM V – B  
STAFF REPORT

**YUBA-SUTTER TRANSIT BRANDING**

**RECOMMENDATION:** Adoption of the proposed Yuba-Sutter Transit logo/branding, and authorization for staff to proceed with related updates to printed materials and website, as proposed or amended.

**Background**

The NextGen Transit Plan (Plan) was adopted in May 2023 to guide the development and implementation of Yuba-Sutter Transit's public transportation services through 2027 and beyond. Included in the Plan is rollout of new on-demand and intercity commuter services, deployment of new customer facing technologies, fare adjustments, and development of rural transportation initiatives. In conjunction with these major service initiatives, the Plan also identifies opportunities for improvement of marketing and communications efforts targeting riders and stakeholders. As new service models are launched, and service expanded into new areas, the Plan recommended a refresh of the existing brand and employment of new marketing initiatives to address diverse target markets, from community leaders to the individuals who ride the bus. Through effective marketing and outreach efforts, the stated goal is to ultimately increase use of the system by helping riders and stakeholders become more aware of the system, know what it does and how it works, be prepared for the upcoming changes, and have a positive image of the system.

The Yuba-Sutter Transit Board of Directors has previously taken the following related actions:

**May 18, 2024** – Adoption of the 2023 Yuba-Sutter NextGen Transit Plan as proposed, including Marketing and Branding strategies.

**December 21, 2023** – Board review and direction to implement the staff's proposed phasing of marketing and community outreach strategies. As proposed, these included procurement of additional staffing and professional services, scope refinement/planning, and deployment of strategies to build awareness and support including the following relevant items:

- Refresh of branding and sub-branding of new services
- Updated logo, passenger materials, and bus stop signage
- Website redesign and development
- Advertising in print media and on transit facilities/buses

**March 21, 2024** – Authorization of a professional services contract with a consulting firm for NextGen Transit Plan Marketing and Public Outreach support services.

**November 21, 2024** – Continuation of an item requesting award of a professional agreement with a selected vendor for production and installation of vehicle wraps, bus stop signs, and facility signage, pending Board consideration and approval of updated branding.

**December 19, 2024** – 1) Board approval of the "Mobility On Demand (MOD)" microtransit service logo/sub-branding and vehicle wraps. 2) Board continuation of the proposed Yuba-Sutter Transit logo/branding, and an item requesting award of a contract for production and installation of related vehicle wraps, bus stop signs, and facility signage.

## **Discussion**

Following Board approval in March 2024, the staff worked with a selected marketing firm to fully develop and begin implementing the marketing strategies discussed above, building on the recommendations in the NextGen Transit Plan. Attached for Board consideration and potential approval is the resulting logo and branding guide (Exhibit A) developed as part of overall branding effort. The proposed logo represents an updated look and feel while incorporating familiar elements of the existing branding and general color pallet. If adopted, the new logo will be a key element of the Authority's brand identity and therefore consistently featured on assets, passenger materials, website, marketing collateral, and communications.

With the requested action, the staff is now seeking Board approval of the proposed Yuba-Sutter Transit logos/branding and authorization to proceed with related development of the website and updated printed materials. A related vehicle branding and signage component of this project is recommended for approval earlier in this agenda.

Staff will be prepared to discuss the proposed actions in detail at the meeting.

## **Fiscal Impact**

The incremental cost for updating printed materials, including administrative communications, printed collateral, and passenger materials is immaterial. Ongoing reprinting and/or resupply of those items is required as part of the normal course of business. It is anticipated that the website updates will be performed in-house.

## **Attachments:**

- 1) Proposed Yuba-Sutter Transit Brand Guidelines, 2024





# BRAND

# GUIDELINES

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Historic Downtown Marysville

## About Yuba-Sutter Transit

At Yuba-Sutter Transit, our mission is to provide safe and cost-effective public transportation services that enhance mobility and improve the quality of life for residents of Yuba and Sutter Counties.

Our motto – Safety. Service. Smiles. – reflects our core values. Safety is our highest priority, ensuring protection for passengers, the public, and our employees. We strive to meet the diverse needs of our community by offering reliable services that balance scope, cost, and quality.

With a focus on customer service, we foster positive interactions among passengers, employees, and the greater community. Join us in our commitment to building a better, more connected community through excellence in public transportation.

## ■ Overview

The Yuba-Sutter Transit brand was designed to create a consistent and recognizable identity for our community. This document serves as a guide for all departments, and anyone involved in representing Yuba-Sutter Transit, providing clear instructions on how to appropriately use logos, colors, typography, and other visual elements.

By following these guidelines, we ensure a unified and professional appearance across all communications, helping to convey the spirit and identity of Yuba-Sutter Transit with clarity and consistency.



# Our Logo



# Our Logo

The Yuba-Sutter Transit logo is a key element of the brand's identity, representing its core values and services. To ensure consistency, the logo must remain unaltered—no stretching, modifying, or editing is allowed. Only the approved versions should be used.

Whenever possible, use the full-color logo to reflect the vibrant identity of Yuba-Sutter Transit. Use the black or white versions when color limitations apply.

The primary logo is the stacked version, best suited for most applications. The horizontal version may be used when space is limited or when a wider format fits better within a design.

Additionally, a round badge logo is available for special use cases, such as social media profiles, promotional items, or other situations where a compact, circular format is preferred. This badge version maintains the integrity of the brand while offering flexibility in presentation.

Vertical / Stacked



Horizontal / Side-By-Side



Badge / Circle



# Logo Use

To maintain a consistent and professional brand identity, the Yuba-Sutter Transit logo should always be used correctly. Follow these guidelines for proper usage:

**Color Variations:** Use the full-color version of the logo whenever possible. In situations where color is restricted or a simplified look is needed, opt for the black or white logo versions. Avoid adding shadows, gradients, or any other effects that alter the original logo design.

**Background Control:** The full-color logo should be used on white or light-colored backgrounds to ensure visibility. For dark backgrounds, use the white logo to maintain contrast. Avoid using the logo on overly busy or low-contrast backgrounds that make it difficult to read.

## Correct Use of Logo



White background  
(full color)



Colored background  
(single color and high contrast)

## Incorrect Use of Logo



Drop shadow or other effects



Disproportionate scaling



Logo rotation



Image flipping



Color modification

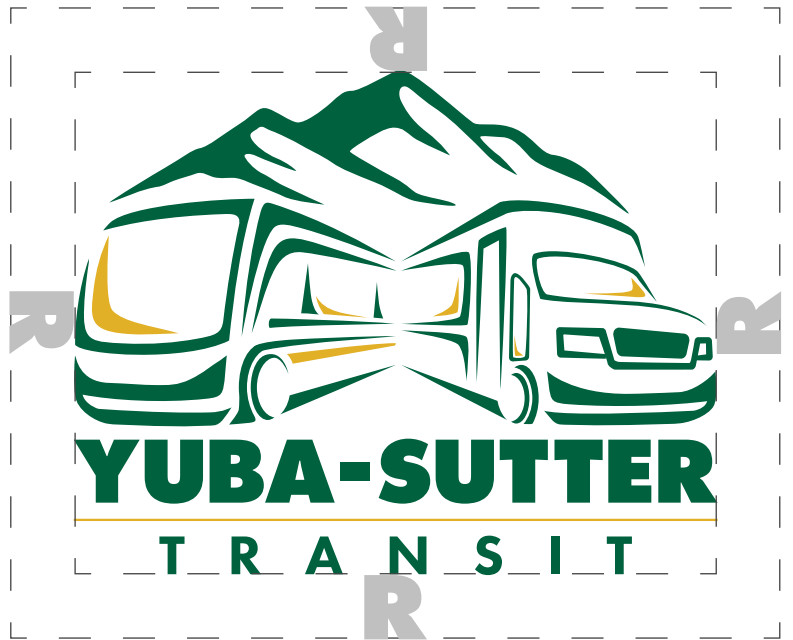


Low-contrast backgrounds

## Logo Use (cont.)

**Clear Space:** Maintain a minimum clear space around the logo equal to the height of the “R” in “YUBA-SUTTER” This space ensures that the logo remains visible and uncluttered, free from any surrounding text or graphics.

**Minimum Size:** To ensure readability, the logo should never be displayed smaller than 1 inch in height for the stacked version and 0.5 inches in height for the horizontal version. This prevents distortion and maintains clarity.





# Graphic Elements

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## ■ The Buttes

Our visual identity is further enriched by the use of key graphic elements that represent the unique character of our region. The primary graphic element is “The Buttes” – an image that symbolizes the natural beauty and iconic landscape of the Yuba-Sutter area.

The Buttes graphic serves as a visual anchor, providing a sense of place and connection to the community. It can be used across various materials to enhance brand storytelling and create a consistent visual theme. When incorporating this element, it should always be treated with respect to maintain its integrity and align with the overall brand aesthetic.



**20% Concrete Gray** opacity over white backgrounds



**15% White** opacity over solid color backgrounds



The Buttes, when not appearing in the logo, should only be used as a watermark in the color and opacities listed above.

Both peaks should be clearly visible and centered to the document and go into the bleed.

# Our Colors

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# Our Colors

The Yuba-Sutter Transit color palette is a key part of our visual identity, reflecting the vibrancy and strength of our community. Each color has been carefully selected to convey the spirit of our region and ensure consistency across all brand materials.

Yuba Green symbolizes growth and the natural beauty of our surroundings. Sutter Gold represents optimism and the rich history of our area.

Asphalt Gray and Concrete Gray provide a solid, neutral foundation, ensuring that the brighter colors stand out while maintaining a balanced and professional look.

These colors should be used consistently across all materials to maintain a cohesive brand image. These are the specifications for each color to ensure accuracy in both digital and print applications.



## YUBA GREEN

RGB 0,97,62  
HEX #00613E  
CMYK 100,32,93,30



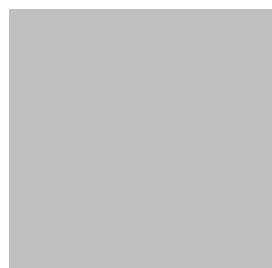
## SUTTER GOLD

RGB 226,176,39  
HEX #E2B027  
CMYK 4,32,100,0



## ASPHALT GRAY

RGB 69,69,69  
HEX #474747  
CMYK 67,60,58,43



## CONCRETE GRAY

RGB 191,190,190  
HEX #BFBEBE  
CMYK 25,20,20,0

# Accessibility

Ensuring that all Yuba-Sutter Transit materials are accessible to everyone is a top priority. This includes adhering to the Americans with Disabilities Act (ADA) standards for color contrast, which help ensure that our brand colors are readable and inclusive for all audiences, including those with visual impairments.

Our colors—Yuba Green, Sutter Gold, Asphalt Gray, and Concrete Gray—have been tested for compliance with ADA color contrast guidelines. This ensures that text, graphics, and background colors maintain sufficient contrast to be clearly visible on both digital screens and printed materials. Using these guidelines helps us create a more inclusive experience for all members of our community, supporting readability and engagement.

Text and key information should always maintain a minimum contrast ratio of 4.5:1 with its background to comply with ADA standards.

## ADA COMPLIANT COMBINATIONS OVER BACKGROUND COLOR

YUBA GREEN	ASPHALT GRAY
WHITE	WHITE
SUTTER GOLD*	SUTTER GOLD
CONCRETE GRAY*	CONCRETE GRAY
SUTTER GOLD	CONCRETE GRAY
YUBA GREEN	YUBA GREEN*
ASPHALT GRAY*	ASPHALT GRAY
WHITE	
YUBA GREEN	
ASPHALT GRAY	

\* Font size for ADA compliance is 18pt or larger.

# Our Fonts

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# Fonts

Typography plays a vital role in our brand's visual identity, conveying personality and enhancing readability across all materials. For Yuba-Sutter Transit, we have selected two key typefaces to create a harmonious and professional look.

**Titles and Headers:** We use Bahncraft Bold for all titles and headers. This font offers a strong and modern presence, capturing attention and establishing a clear hierarchy in our messaging.

**Regular Copy and Captions:** For body text and captions, we utilize Avenir in all weights. This versatile typeface provides excellent readability and a contemporary feel, ensuring that our messages are clear and accessible to all audiences.

By consistently applying these fonts across all communications, we reinforce our brand identity and enhance the overall user experience.

## BAHNSCRAFT BOLD

**TITLE TEXT**  
(18pt +)

**HEADER TEXT**  
(14pt)

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**AVENIR**  
(ALL FONT WEIGHT OPTIONS)

**PARAGRAPH TEXT**  
(12pt)

*CAPTION TEXT*  
(10pt)

# Business Suite

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# Letterhead

The Yuba-Sutter Transit letterhead is crucial for maintaining a professional and consistent brand image in all official communications. It should be used for all formal correspondence without any modifications to the logo, header, or footer.

Ensure that the logo, address, and contact details are properly aligned and easy to read.

Print the letterhead on white paper using the official brand colors, and preserve the original format for digital use.

Maintain sufficient clear space around the logo and text to enhance readability.

Adhering to these guidelines helps to ensure clear and professional communication.





# PRESENTATION TEMPLATE

SAFETY • SERVICE • SMILES

## ■ Presentation Template

The Yuba-Sutter Transit presentation template is key to maintaining a cohesive brand identity in all presentations. It should be used for all official presentations to ensure consistency in the use of the logo, colors, and fonts.

## Section Topic

### Section Content



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# Email Signatures

The email signature block is mandatory for all external communications and may also be used for internal emails. A simplified version is acceptable for internal use if necessary.

The font settings for the signature should maintain consistency: the name should be in Avenir Black, 12pt, while the rest of the business information is in Avenir Book, 12pt.

Do NOT alter the email signature in any way. This includes, but is not limited to, adding quotes, changing colors, inserting clip art or other graphics, removing the logo, rearranging contact details, or displaying it in a way that conflicts with Yuba-Sutter Transit's brand guidelines.

Additionally, do NOT use colored backgrounds, patterns, or any other decorative elements in emails. The background must remain white, with the only font color exception being the name in the signature block.

## CORRECT USAGE

**John Employee**  
Employee Position  
  
000.000.0000 office  
000.000.0000 mobile  
  
jemployee@yubasuttertransit.com



## INCORRECT USAGE

***John Employee***  
Employee Position  
  
(000) 000-0000 office  
000.000.0000 mobile  
  
jemployee@yubasuttertransit.com



*"Hard work beats talent when talent doesn't work hard."*



AGENDA ITEM V – C  
STAFF REPORT

**BUS AND SHELTER ADVERTISING CONTRACT AMENDMENT**

**RECOMMENDATION:** Authorize the Executive Director to execute an amendment to the Advertising Services Agreement with Lamar Transit, LLC. effective January 16, 2025, as proposed or amended.

**Background**

Yuba-Sutter Transit's Advertising Services Agreement (Agreement) with Lamar Transit, LLC. (formerly with Stott Outdoor Advertising) for the provision of advertising related services on bus stop shelters, benches and bus exteriors was executed in October 2017. Under the Agreement, the contractor provides, maintains and places advertising on bus stop shelters and bus stop benches at mutually agreeable locations throughout Yuba-Sutter Transit's service area. The Agreement also provides for the placement of advertising on bus exteriors. Key features of the Agreement include an initial ten-year term with a mutual five-year extension option for a maximum term of fifteen years and a minimum annual revenue guarantee to Yuba-Sutter Transit of \$36,000.

The current Agreement provides for placement of vinyl advertising panels on all buses including the sides and rear of the local fixed route buses; the rear of the demand response buses; and the rear of the intercity commuter buses. Side signs are limited to "king" (144" X 30") and "queen" (88" X 30") sizes in the area generally under the windows and between the wheel wells on the local fixed route buses unless otherwise authorized in writing by the Executive Director. Signs on the backs of buses are limited to either the rear window, if so equipped, or the engine hatch door(s) for buses without a rear window.

**Discussion**

With the requested action, the staff is requesting authorization to execute an amendment to the Agreement to allow for larger ads to be installed on the vehicles, up to and including full wraps. If approved, larger ads would be allowed on a designated subset of the buses at the discretion of the Executive Director, in accordance with the adopted Advertising Policy (attached). The recommended contract amendment will trigger opportunities for increased revenue from expanded bus advertising on the existing fleet. A related vehicle branding project is recommended for approval earlier in this agenda.

Staff will be prepared to discuss the proposed actions in detail at the meeting.

**Fiscal Impact**

The requested action is a potential revenue generator for the Authority depending on the volume and sizes of advertising spaces sold by the contractor over the course of the remainder of the agreement term. There is no additional cost to the Authority as the contractor is responsible for installation and maintenance of all advertising.

**Attachments:**

- 1) Draft Amendment to the Advertising Services Agreement with Lamar Transit, LLC
- 2) Original Advertising Services Agreement, October 1, 2017
- 3) Contract Assignment to Lamar Transit, LLC., executed August 19, 2021
- 4) Yuba-Sutter Transit Authority Advertising Policy, revised August 17, 2017

**AMENDMENT TO ADVERTISING SERVICES AGREEMENT BETWEEN YUBA-SUTTER TRANSIT AUTHORITY AND LAMAR TRANSIT, LLC. (FORMALLY STOTT OUTDOOR ADVERTISING)**

This amendment (“Amendment”) is made effective January 16, 2025, by and between the Yuba-Sutter Transit Authority of 2100 B Street, Marysville, California 95901 (hereinafter referred to as the “AUTHORITY”), and LAMAR TRANSIT, LLC.

**RECITALS**

On October 1, 2017, the AUTHORITY, and STOTT OUTDOOR ADVERTISING, a California General Partnership, entered into the certain “Bus Shelter and Exterior Panel Advertising Services Agreement” between the parties (the “Original Agreement”).

The Original Agreement set forth the terms under which STOTT OUTDOOR ADVERTISING would provide a transit advertising program to the AUTHORITY in the Marysville/Yuba City area, including advertising placed on the AUTHORITY’s buses.

Following the execution of the Original Agreement, and by approval of the Board of Directors of the AUTHORITY on August 19, 2021, all interests of STOTT OUTDOOR ADVERTISING in the Original Agreement were assigned to LAMAR TRANSIT, LLC., in connection with the pending sale of all operating assets of STOTT OUTDOOR ADVERTISING to LAMAR TRANSIT, LLC. (hereinafter referred to as “CONTRACTOR”).

The parties desire to amend the terms of their contractual relationship as set forth herein.

The title of “Transit Manager” for the Authority, as referenced in the Original Agreement, has been updated to the current title, “Executive Director” for the purposes of this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, covenants and agreements of the parties, the parties do agree as follows:

Section 1

**INCORPORATION OF RECITALS**

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

Section 2

**RIGHTS GRANTED TO CONTRACTOR**

(Section 2, 2<sup>nd</sup> paragraph of the Original Agreement)

Section 2 of the Original Agreement specified the location of advertising placed on the AUTHORITY’s buses shall be as follows: Advertising shall be allowed on the sides and rear of all twenty-two local fixed route buses; the rear of all sixteen demand response buses; and, the rear

of all thirteen inter-city commuter buses as reflected in the AUTHORITY’s Request for Proposals. Side signs will be limited to “King” (144" x 30") and “Queen” (88" x 30") sizes in the area generally under the windows and between the wheel wells on the local fixed route buses unless otherwise authorized in writing by the Transit Manager. Signs on the backs of buses shall be limited to either the rear window, if so equipped, or the engine hatch door(s) for buses without a rear window.

Effective January 16, 2025, and thereafter through the term of the Original Agreement, advertising shall be allowed on all sides and rear of certain local fixed route buses, certain demand response buses, and certain inter-city commuter buses, subject to prior written approval of the Executive Director (formerly “Transit Manager”).

It is the intent of this Amendment to remove certain restrictions on bus advertising, granting the CONTRACTOR the right to expand the display size of advertising on a subset of designated AUTHORITY vehicles, subject to prior written approval of the AUTHORITY.

Upon execution of this Agreement, AUTHORITY shall provide the CONTRACTOR with an inventory of AUTHORITY vehicles designated as eligible for display of larger advertisements as set forth herein.

AUTHORITY hereby grants CONTRACTOR an exclusive license to display advertising on the exteriors of the AUTHORITY’s designated buses as set forth herein, in conformity with the AUTHORITY’s adopted advertising policies.

Section 3  
**ORIGINAL AGREEMENT UNCHANGED**

Except as modified by this Amendment, the terms and provisions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as set forth below.

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

LAMAR TRANSIT, LLC

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

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

YUBA-SUTTER TRANSIT AUTHORITY

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

**ADVERTISING SERVICES AGREEMENT BETWEEN YUBA-SUTTER TRANSIT  
AUTHORITY AND STOTT OUTDOOR ADVERTISING**

**THIS AGREEMENT** (Agreement) is made as of October 1, 2017 by and between the YUBA-SUTTER TRANSIT AUTHORITY, of 2100 B Street, Marysville, California 95901, hereinafter referred to as “the AUTHORITY” and STOTT OUTDOOR ADVERTISING, California General Partnership, hereinafter referred to as “CONTRACTOR”.

**RECITALS**

The parties previously entered into that certain “Bus Shelter and Exterior Panel Advertising Services Agreement” which expired February 28, 2017 and now continues on a month to month basis.

On May 25, 2017 the Authority issued a request for proposals for the provision of a transit advertising program in the Marysville/Yuba City area. A copy of the Authority’s Request for Proposals is attached hereto, labeled Exhibit A and incorporated herein.

In response to the Authority’s Request for Proposals Contractor submitted its proposal, a copy of which is attached hereto as Exhibit B and incorporated herein. To the extent not inconsistent with the terms of this Agreement, CONTRACTOR shall provide services to the AUTHORITY consistent with its response to the AUTHORITY’S request for proposals.

The parties desire to enter into a new contractual relationship according to the terms as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions as set forth in this Agreement, the parties do agree as follows:

Section 1

**INCORPORATION OF RECITALS**

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

Section 2

**RIGHTS GRANTED TO CONTRACTOR**

AUTHORITY hereby grants to CONTRACTOR an exclusive license to construct, erect, install, repair, maintain, insure and display advertising on the AUTHORITY’S bus exteriors, bus stop shelters and bus stop benches all in conformity with the AUTHORITY’S advertising policies (as described in its Request for Proposal, attachment B thereto).

The location of advertising placed on the AUTHORITY's buses shall be as follows: Advertising shall be allowed on the sides and rear of all twenty-two local fixed route buses; the rear of all sixteen demand response buses; and, the rear of all thirteen inter-city commuter buses as reflected in the AUTHORITY's Request for Proposals. Side signs will be limited to "King" (144" x 30") and "Queen" (88" x 30") sizes in the area generally under the windows and between the wheel wells on the local fixed route buses unless otherwise authorized in writing by the Transit Manager. Signs on the backs of buses shall be limited to either the rear window, if so equipped, or the engine hatch door(s) for buses without a rear window.

If any YUBA-SUTTER TRANSIT vehicle details or signs are to be covered by exterior advertisements, CONTRACTOR at its sole expense shall prepare and install new decals or signs of comparable size and quality at locations subject to approval of the Transit Manager. CONTRACTOR shall be solely responsible for all costs in connection with the maintenance, repair and/or replacement of advertising on YUBA-SUTTER TRANSIT's buses including the restoration of any painted surfaces that may be damaged during the installation and/or removal of such advertising. The AUTHORITY shall be the sole judgment in determining the extent of any needed repairs and whether the damaged areas have been restored to their original condition.

At present there are 28 shelters and 69 benches within the AUTHORITY's jurisdiction which have been installed by CONTRACTOR. CONTRACTOR shall continue to repair and maintain these shelters and benches throughout the term of this Agreement. The placement of any additional shelters and/or benches shall be with the consent of and subject to any terms imposed by the Transit Manager. Any additional benches and/or shelters shall be, at a minimum, Tolar Manufacturing model #13ALD-PM shelters (with back-to-back style ad box) and Tolar Manufacturing model #7PMADBNCH benches (or approved equivalent) in the same number, size and color as the units that are now located throughout the AUTHORITY's local service area.

CONTRACTOR may install additional shelters and benches at mutually agreeable locations, to include an additional 7 shelters and an additional 11 benches. CONTRACTOR shall install solar lighted ad boxes on at least 50% of all bus shelters at mutually agreeable locations providing that CONTRACTOR can only deny locations for technical reasons (solar obstructions, overhangs, etc.). During each of the first 5 years of this Agreement, CONTRACTOR shall install 20% or more of the light boxes required to be installed. By way of example, during the first year of this Agreement (August 1, 2017 through July 31, 2018) CONTRACTOR shall install solar lighted ad boxes in at least three bus shelters (28 shelters x 50% x 20%).

Bus stop shelter advertising panels will be limited to one end of each shelter. Shelters are to be constructed with commercial quality materials, aesthetically pleasing and designed for TRANSIT use. They shall include a passenger bench and a TRANSIT information panel with adequate access in and around the shelter to meet Americans With Disabilities Act (ADA) accessibility standards. The AUTHORITY shall be the sole judge as to whether a shelter meets the proposed criteria.



The AUTHORITY shall be allowed for its own use of transit self-promotion, 10% of unsold exterior bus inventory, 20% of unsold shelter inventory and 20% of bench inventory. For shelter and bench self-promotion ads, AUTHORITY shall be responsible only for the actual cost of production.

### Section 3

#### **FEES PAYABLE TO AUTHORITY**

In consideration of the rights granted hereby CONTRACTOR agrees to pay AUTHORITY on a monthly basis, an amount equal to five percent (5%) of CONTRACTOR's gross sales of the previous month on advertising revenues realized from bus shelter advertising and bench advertising and thirty-six percent (36%) of CONTRACTOR's gross sales from the previous month on advertising revenues realized from bus exterior advertising panels. CONTRACTOR shall pay the AUTHORITY a minimum monthly fee (irrespective of gross sales) of \$3,000, equal to \$36,000 annually.

CONTRACTOR shall provide to AUTHORITY, on a monthly basis, records inclusive of advertising contracts that clearly indicate CONTRACTOR's gross revenues. AUTHORITY, at its discretion, and upon demand, may inspect any and all other records maintained at CONTRACTOR's place of business to further verify the gross revenues generated.

Payments shall be rendered to AUTHORITY on a monthly basis on or before the 15<sup>th</sup> day of the month (with payment representing advertising revenues for the prior month). No acceptance of any partial or incomplete payment shall be construed as a release of, or as an accord and satisfaction of, any claim that AUTHORITY may have for further or additional sums payable under this Agreement or for the performance of any other obligation.

### Section 4

#### **LENGTH OF TERM OF AGREEMENT**

The term of this Agreement shall be for a period of ten (10) years commencing October 1, 2017 and terminating ten years thereafter on September 30, 2027.

By mutual agreement of the parties, this Agreement may be extended an additional five (5) years beyond the original term.

During the term of this Agreement, or any extensions thereof, either party may terminate this Agreement for just cause with thirty (30) days written notice to the other party.

### Section 5

#### **CONTRACTOR'S SERVICES**

CONTRACTOR agrees to maintain the existing bus shelters and benches at the locations where they currently exist as of October 1, 2017, the effective date of this Agreement. The location of any additional bus shelters and/or benches shall be upon mutual agreement of the parties and shall be subject to approval by the Transit Manager.

Section 6  
**STANDARD OF PERFORMANCE**

CONTRACTOR shall perform all services required pursuant to this Agreement in a manner and according to the standards observed by competent practitioners in the advertising profession. All products, goods or documents of whatever nature which CONTRACTOR delivers or provides to AUTHORITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by persons practicing CONTRACTOR'S profession, as well as of CONTRACTOR'S agents, employees and/or subcontractors who may be assigned to perform the services contemplated under this Agreement.

Section 7  
**PARTIES' INTERESTS**

CONTRACTOR hereby covenants that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the services or obligations contained in this Agreement. No person having such interests shall be employed or associated with CONTRACTOR in the performance of the services and obligations required of this Agreement. CONTRACTOR shall retain ownership rights in the shelters during the term of this Agreement.

Section 8  
**SHELTER REMOVAL**

Upon termination of this Agreement CONTRACTOR will at its sole cost and expense cause all bus shelters and benches which it previously installed to be removed from the sites where they are located. In the event, during the term of this Agreement, the AUTHORITY wishes to install any shelter at an alternate location, the AUTHORITY shall bear the cost and expense associated with such relocation.

In the event AUTHORITY notifies CONTRACTOR that any bus shelter or bench will interfere with any construction, maintenance or repair of any public utility, public work or public improvement, upon receipt of such notice, CONTRACTOR shall cause the same to be removed with the cost and expense to be shared equally with AUTHORITY.

In the event AUTHORITY notifies CONTRACTOR that bus service has terminated at a specific location where there is a shelter or bench, and the resumption of service in the near future appears unlikely, CONTRACTOR shall remove such bench and/or shelter at AUTHORITY's expense.

In the event a shelter and/or bench is the subject of “chronic vandalism” (defined as damage inflicted to a shelter or bench in any year in which accumulative expenses for replacement and/or repair exceed the original cost of construction and installation) then such bench and/or shelter shall be removed at CONTRACTOR’s expense.

Upon the removal of any shelter or bench erected by CONTRACTOR, CONTRACTOR shall remove any necessary appurtenances and accouterments located at the site and restore the condition of the site to that which existed prior to the installation of the shelter, including complete restoration of any sidewalk upon which the shelter is located, except that CONTRACTOR should not be required to remove concrete improvements that are in serviceable condition unless required by the terms and conditions of any permits that may have been granted on a site by site basis. The removal of shelters and the restoration of sites pursuant to this paragraph shall be at the sole cost, expense and responsibility of CONTRACTOR, whether or not CONTRACTOR performs such removal and restoration or contracts with a third party to provide for the same.

#### Section 9

### **INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR will act under the terms of this Agreement as an independent contractor. This Agreement shall not, and is not intended to, constitute CONTRACTOR as an agent, servant or employee of AUTHORITY and shall not create or be deemed to create, the relationship of partnership, joint venture, or association between AUTHORITY and CONTRACTOR. All construction and maintenance personnel performing services under this Agreement shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all salaries and wages, employer Social Security taxes, employment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes, including income taxes.

#### Section 10

### **INSURANCE REQUIREMENTS**

At all times during the term of this Agreement, CONTRACTOR shall obtain and maintain the following insurance:

#### **GENERAL LIABILITY, AUTOMOTIVE LIABILITY, ADVERTISING, INJURY AND WORKER’S COMPENSATION INSURANCE SHALL BE MAINTAINED AS FOLLOWS:**

1. General Liability and Advertising Liability Insurance

i. Comprehensive General Liability and Advertising Liability Insurance for bodily injury (including death), personal injury and property damage as well as advertising with limits of not less than two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate limit.

ii. The Comprehensive General Liability policies shall be at least as broad as ISO Occurrence Form CG 0001 and include no less than coverage and endorsements for:

- (1) Premises and operation;
- (2) Contractual Liability;
- (3) Products / Completed Operations with limits of Two Million Dollars maintained for a minimum of two years following AUTHORITY's acceptance of the work;
- (4) Independent Contractor;
- (5) Personal Injury Liability. The personal injury endorsement shall not contain the so-called "A" (Liability assumed under the contract) or "C" (Suits brought by employees) exclusions;
- (6) Broad form property damage (including completed operations); and
- (7) Advertising injury coverage which shall insure the following offenses in connection with CONTRACTOR's advertising of good or services: libel, slander, invasion of privacy, copy wright infringement and misappropriation of advertising ideas.

iii. The Comprehensive General Liability and Advertising Liability insurance and the automobile policy required below, shall also include the following endorsements, copies of which shall be provided:

- (1) Inclusion of AUTHORITY, the Cities of Wheatland, Marysville, Yuba City, and Live Oak and the Counties of Yuba and Sutter, the California Department of Transportation (CALTRANS), as well as all of their officers, directors, agents, employees and volunteers as additional insureds with respect to the services and operations under this contract.
- (2) Cross liability and severability of interest clauses providing that the insurance applies separately to each insured, except with respect to the limits of liability.
- (3) Stipulation that the insurance is primary insurance as to AUTHORITY and all additional insureds under such policies.

iv. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Comprehensive automobile liability insurance for bodily injury (including death) and property damage which provides total limits of not less than Two Million Dollars (\$2,000,000.00) combined single limits per accident, and Five Million Dollars (\$5,000,000.00) in the aggregate applicable to all owned, non-owned and hired vehicles.

v. STATUTORY WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Statutory Workers' Compensation and Employer's Liability Insurance shall be provided for all employees engaged in services or operations under this contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. Both the Workers' Compensation and Employer's Liability policy shall contain the insurer's waiver of subrogation in favor of AUTHORITY, the Cities of Wheatland, Marysville, Yuba City and Live Oak, the Counties of Yuba and Sutter, as well as CALTRANS and all their officers, directors, agents, employees and volunteers.

The requirements of these standard specifications as to types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of insurance by AUTHORITY are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR or pursuant to this contract, including, but not limited to, the provisions concerning indemnification, nor preclude AUTHORITY from taking any other action available to it under any other provisions in this Agreement or which are otherwise provided by law. AUTHORITY acknowledges that some insurance requirements contained in these specifications may be fulfilled by self-insurance or other combinations of insurance on the part of CONTRACTOR. However, this shall not, in any way, limit liabilities assumed by CONTRACTOR under the contract. Any self-insurance or other combination of insurance must be approved in writing by AUTHORITY.

Each insurance policy procured pursuant to the requirements of this Agreement shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice to AUTHORITY.

CONTRACTOR shall provide the AUTHORITY with an additional insured endorsement (that shall specifically and directly name each additional insured (not an omnibus endorsement). Such additional insured endorsement will explicitly include coverage for the additional insureds for both ongoing and completed operations as 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 in this Agreement.

Section 11  
**NOTICES**

All notices, requests, demands or other communications required hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile with hard copy mailed first-class, postage prepaid, or when sent by a carrier or express service guarantying overnight delivery to the receiving party and addressed to the respective parties as follows:

**TO YUBA SUTTER TRANSIT:**

**YUBA-SUTTER TRANSIT AUTHORITY  
2100 B STREET  
MARYSVILLE, CA 95901**

**ATTENTION: TRANSIT MGR.**

**TO CONTRACTOR:**

**STOTT OUTDOOR ADVERTISING  
P.O. BOX 7209  
CHICO, CA 95927**

Section 12

**SUBCONTRACTORS**

In the event that CONTRACTOR elects to hire subcontractors to perform any of its obligations hereunder valued at a price of \$10,000 or more, any such subcontract shall be entered into only with the written approval of AUTHORITY, which approval shall not be unreasonably withheld. CONTRACTOR shall be fully responsible to AUTHORITY for the performance of any and all obligations under this contract as well as any and all obligations performed or assumed by subcontractors.

Section 13

**INDEMNITY**

CONTRACTOR agrees to protect, defend, indemnify and hold harmless AUTHORITY, the Cities of Marysville, Yuba City, along with the Counties of Yuba and Sutter, as well as all their officers, directors, agents and employees from and against any and all liability, damages, claims, suits, liens and/or judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to or death of any person or persons, damage to the property or other rights of any person or persons arising out of, or alleged to have arisen from the willful or negligent acts, errors or omissions of CONTRACTOR in the performance of this agreement. CONTRACTOR's obligation to protect, defend, indemnify and hold harmless as set forth above shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright or service mark or any actual or alleged unfair competition, disparagement of product or service or other business tort of any type, whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to protect, defend, indemnify and hold harmless AUTHORITY as well as the cities and counties set forth above from liability for compensation under the Workers' Compensation Act arising out of injury sustained by any of CONTRACTOR's employees. The insurance and indemnity provisions set forth in this Agreement survive the termination of this Agreement until any claims concerning such provisions are fully and finally resolved.

Section 14  
**NONDISCRIMINATION**

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, sexual orientation or medical condition. CONTRACTOR shall insure its job applicants are employed and that employees are treated, during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions include, but are not limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation and selection for training.

Section 15  
**SEVERABILITY**

If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect to the greatest extent permitted by law.

Section 16  
**ENTIRE AGREEMENT**

This document, including all exhibits attached hereto, contains the entire agreement between the parties and supercedes whatever oral or written understanding they may have previously had prior to the execution of this Agreement.

Section 17  
**TAX INTEREST**

CONTRACTOR recognizes and understands that this Agreement may create a possessory or property interest in CONTRACTOR subject to property taxation. CONTRACTOR hereby agrees to assume all liability and responsibility for payment of property taxes levied upon such interest.

Section 18  
**RELATIONSHIP OF PARTIES, NO THIRD PARTY BENEFICIARIES**

CONTRACTOR recognizes that it is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement and there are no third-party beneficiaries to this Agreement. Any right, benefit or privilege which is conferred upon any third party as a result of this Agreement is incidental, unintended and unenforceable.

Section 19  
**RESOLUTIONS OF DISPUTES, ATTORNEY FEES**

The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Notwithstanding any other rule, provision, understanding, maxim or policy to the contrary, any ambiguities which may be contained in this Agreement shall not be construed necessarily in one party's favor as a result of that party's role, if any, in the drafting of this Agreement.

If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney fees as determined by a Court.

Section 20  
**COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state and local government laws, ordinances, codes and regulations in the performance of its obligations under this Agreement.

Section 21  
**ASSIGNMENT**

Neither party to this Agreement shall assign its duties and obligations as set forth herein without the prior written consent of the other party, which such consent shall not be unreasonably withheld.

Section 22  
**WAIVER**

A waiver of any party of any provision, right, obligation or breach of this Agreement must be provided, in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same type or of any of the other provisions herein.

Section 23  
**VENUE AND CHOICE OF LAW**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any legal action should be instituted to enforce, construe or seek damages for breach of this Agreement, said legal action shall be filed in the Superior Court of Yuba County, CA.

Section 24  
**AUTHORITY**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this agreement. In addition, CONTRACTOR represents and warrants that STOTT



OUTDOOR ADVERTISING is a California Partnership organized under the laws of the State of California. Prior to AUTHORITY'S execution of this Agreement, CONTRACTOR shall provide true and correct copies of any and all documents establishing STOTT OUTDOOR ADVERTISING as a California Partnership, in their original form, and as amended, and all documents which evidence the authority of the party executing this contract on behalf of CONTRACTOR.

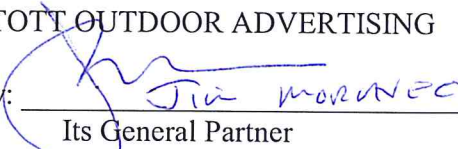
Section 25  
**DATE OF AGREEMENT**

This Agreement shall be effective as of October 1, 2017.

**IN WITNESS WHEREOF**, AUTHORITY and CONTRACTOR have executed this Agreement on the date and time set forth below:

Date: 9/27/2017

STOTT OUTDOOR ADVERTISING

By:   
Its General Partner

Date: 9/20/17

YUBA-SUTTER TRANSIT AUTHORITY

By:   
Its Chair Person



P.O. Box 7209 • Chico, Ca 95927-7209 • (530) 342-3235

RECEIVED

AUG 05 2021

YUBA SUTTER TRANSIT

August 2, 2021

**United States Certified Mail Return Receipt Requested**

Yuba-Sutter Transit Authority  
2100 B Street  
Marysville, California 95901  
Attn: Keith Martin

**Re: *Advertising Services Agreement by and between Yuba-Sutter Transit Authority and Stott Outdoor Advertising, a California general partnership, dated October 1, 2017 (“Transit Agreement”)***

Dear Mr. Martin:

This letter shall serve as notice that Stott Outdoor Advertising (“Stott”), as the contractor, under the above referenced Transit Agreement, intends to assign its interest in the Transit Agreement to Lamar Transit, LLC or another wholly-owned operating subsidiary of Lamar Advertising Company (NASDAQ: LAMR) (the applicable operating subsidiary being referred to herein as “Lamar”), in connection with the proposed sale of all of the operating assets of Stott to Lamar (the “Sale Transaction”). All obligations arising under the Transit Agreement on or after the closing of the Sale Transaction will be performed by Lamar. Stott and Lamar anticipate closing the Sale Transaction on or about September 1, 2021. We will be in further contact with you to confirm the effective date of the Sale Transaction.

Lamar is one of the leading providers of transit advertising services in the U.S., and currently services more than sixty (60) bus, train and airport authorities in North America. In connection with the closing of the Sale Transaction, Lamar will acquire Stott’s offices and plant operations in the market and we believe that Lamar intends to retain the required personnel in the market in order to continue the requirements under the Transit Agreement without any interruption. Lamar is able to provide additional information to you regarding the going forward operations and will be able to answer any specific questions you may have. Please feel free to contact either Casey Sexton at 801-532-4986 or Phil Cherry at 702-873-4600 to further discuss any issues or questions you may have in connection herewith. Furthermore, as soon as we receive the countersigned copy of this letter evidencing your consent to the above-described assignment of the Transit Agreement, Lamar will promptly make arrangements to replace any bonds or letters of credit that may have been posted by Stott in accordance with the terms of the Transit Agreement and provide evidence of insurance coverage as may be required under the Transit Agreement.

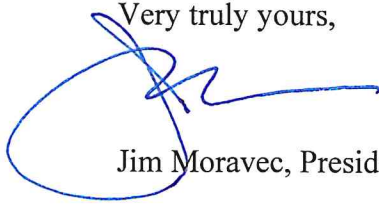
The notice address for Lamar is as follows:

5321 Corporate Boulevard  
Baton Rouge, LA70808  
Attn: Chief Financial Officer and General Counsel

In order to confirm your acknowledgement of this notice and consent to the proposed transfer of the Transit Agreement as provided herein, please countersign this letter in the space provided below and return the same via email to [jmoravec@stottoutdoor.com](mailto:jmoravec@stottoutdoor.com) on or before **August 20, 2021**.

We have appreciated the opportunity to be your partner under the Transit Agreement and wish you all the best in future.


Very truly yours,



Jim Moravec, President and CEO

Acknowledged and Agreed to:

**Yuba-Sutter Transit Authority**

By:   
Name: Keith Martin  
Title: Executive Director  
Date: August 19, 2021

CC: Lamar Advertising Company  
Casey Sexton at [csexton@lamar.com](mailto:csexton@lamar.com)  
Phil Cherry at [pcherry@lamar.com](mailto:pcherry@lamar.com)



**YUBA-SUTTER TRANSIT AUTHORITY  
ADVERTISING POLICY  
Revised August 17, 2017**

The purpose of this policy is to define the standards by which the Yuba-Sutter Transit Authority will review advertising to be displayed on or in any vehicles, equipment, real property or publications, either owned or controlled by Yuba-Sutter Transit, and the conditions under which such advertising space will be made available free of charge. This policy includes, but is not limited to, the interior and exterior of buses, bus stop shelters, bus stop benches, facilities and publications.

The following types of advertising are found to be unacceptable for display on or in Yuba-Sutter Transit's vehicles, equipment, real property or publications:

1. Religious Advertising – material from any religious group or organization or material of a religious nature from any individual or organization.
2. Political Advertising – including, but not limited to, local, state or national elections or issues.
3. Sexually Explicit, Vulgar or Obscene Advertising – including any sexually explicit, obscene or vulgar graphic or written material which is judged to be inconsistent with local community standards of morality and decency.
4. Tobacco and Marijuana – any material that would directly or indirectly promote the sale or use of tobacco or marijuana in all forms including electronic cigarettes, vaping or related products; products that contain tobacco or marijuana; products that resemble tobacco, marijuana or illegal substances of all types.
5. Alcohol – any material that would directly or indirectly promote the sale or use of alcohol unless its inclusion in the ad is clearly incidental to the primary product of service be promoted for sale or use such as for a restaurant.
6. False, Misleading, Deceptive, or Defamatory Advertising

Except as otherwise provided by contractual agreement, any agency, organization, contractor or vendor proposing to advertise on or in Yuba-Sutter Transit vehicles, equipment, real property or publication shall submit copies of proposed advertising text and graphics to the Transit Manager prior to its display or publication. The Transit Manager or his/her designee will advise the contractor if the material is inconsistent with this policy within five (5) working days of the receipt of said material.

Except as limited by any third party agreements, unsold advertising space on or in Yuba-Sutter Transit's vehicles, equipment, real property or publications will be available for use by governmental agencies without charge for community purposes. Such advertising will also be judged by the above criteria and will be displayed for a reasonable period subject to the sale of the space or the need for said space by other governmental agencies.

The decision by the Transit Manager to allow or disallow any advertising pursuant to this policy may be appealed to the Yuba-Sutter Transit Board of Directors. The decision of the Board of Directors shall be final.