



Yolo County Transportation District Board of Directors

AGENDA

DIRECTORS: Don Saylor (Chair, Yolo County), Tom Stallard (Vice-Chair, Woodland), Lucas Frerichs (Davis), Chris Ledesma (West Sacramento), Jesse Loren (Winters), Matt Dulcich (UCD, ex-officio), Alex Padilla (Caltrans, ex-officio)

ZOOM WEBINAR WEB ADDRESS: <https://zoom.us/j/94926173219>

ZOOM WEBINAR PHONE NUMBER: (669) 900-6833

ZOOM WEBINAR ID: 949 2617 3219

All participants will be entered into the webinar as attendees.

MEETING DATE: Monday, November 8, 2021

MEETING TIME: 7:00 PM

Pursuant to the Government [Code section 54956\(1\)](#), members of the Yolo County Transportation District Board of Directors and staff will participate in this Meeting via teleconference. This Executive Order authorizes local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public.

Further instructions on how to electronically participate and submit your public comments can be found in the Public Participation Instructions note at the end of this agenda.

To submit a comment in writing, please email to ksouza@yctd.org and write "For Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item (if applicable) with your comments. All comments received by 4:00 PM on Monday, November 8, 2021 will be provided to the YCTD Board of Directors in advance and comments submitted during the meeting shall be made part of the record of the meeting.

<i>Estimated Time</i>		<i><u>The Chairman reserves the right to limit speakers to a reasonable length of time on any agenda item, depending upon the number of people wishing to speak and the time available.</u></i>	<i>Info/ Discussion</i>	<i>Deliberation/ Action</i>
7:00 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X
7:00	2.	Consider Approval of Agenda November 8, 2021 meeting		X
7:15	3.	Comments from public regarding matters NOT on the Agenda, but within the purview of YCTD. Please note, the Board is prohibited from discussing items not on the agenda at this time.	X	

CONSENT CALENDAR

7:25	4a.	Approve YCTD Board Minutes for Regular Meeting of October 11, 2021. (<i>Souza</i>) (<i>pp 1-4</i>)		X
7:25	4b.	Authorization of continued remote meetings (<i>Souza</i>) (<i>pp 5-7</i>)		X
7:25	4c.	Approve Revised First Amendment to Executive Director Agreement (<i>Souza</i>) (<i>pp 9-24</i>)		X
7:25	4d.	Adopt YCTD 2021 Public Transportation Agency Safety Plan and Resolution R 2021-08 (<i>Perez</i>) (<i>pp 26-49</i>)		X
7:25	4e.	Declare Buses 740 and 747 (2008 Orion VII buses) as Surplus Property and Authorize Disposal (<i>Perez</i>) (<i>p 50</i>)		X

REGULAR CALENDAR

7:30	5.	Board Member Reports, Announcements, Other Nominations, Presentations		X
7:35	6.	Approve Contract Amendment with Transdev to Increase Wages (<i>Bernstein</i>) (pp 52-62)		X
8:05	7.	Establish an I-80 Managed Lanes Subcommittee (<i>Bernstein</i>) (pp 64-65)		X
8:10	8.	Priorities for Retaining and Reinstating Service in Response to Future Staffing Levels (<i>Perez</i>) (pp 66-68)	X	
8:20	9.	Consider and Approve Continuation of Youth Ride Free Program (<i>Perez</i>) (pp 70-71)		X
8:30	10.	Executive Director's Report (<i>Bernstein</i>) (pp 72-74) a. Unmet Transit Needs Hearing b. Woodland Microtransit c. Hiring Update d. Ridership Reports i. Yolobus Fixed Route ii. Yolobus Special Paratransit		X
8:35	11.	Adjournment		X

UNLESS CHANGED BY THE YCTD BOARD, THE NEXT MEETING OF THE YOLO COUNTY TRANSPORTATION DISTRICT BOARD OF DIRECTORS WILL BE DECEMBER 13, 2021 AT 7:00 PM IN THE YCTD BOARD ROOM, 350 INDUSTRIAL WAY, WOODLAND, CA 95776 OR BY ZOOM IF RECOMMENDED FOR THE SAFETY OF THOSE INVOLVED.

The Board reserves the right to take action on all agenda items, including items under the Executive Director's Report, at any time during the meeting, except for timed public hearings. Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YCTD Board.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, November 5, 2021 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were FAXED or transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.



Kathy Souza, YCTD Clerk to the Board

Public Participation Instructions

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID-19 virus, please do the following:

1. You are encouraged to participate in the October 11, 2021 YCTD Board of Directors meeting remotely via the Zoom platform using the following meeting details:
 - a. Via PC: <https://zoom.us/j/94926173219>
Webinar ID: 949 2617 3219
All participants will be entered into the webinar as attendees.
 - b. Via Phone: Phone Number: (669) 900-6833
Webinar ID: 949 2617 3219
All participants will be entered into the webinar as attendees.
2. If you are joining the webinar via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press *9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment. Speakers will be limited to 2:00 minutes.
3. If you choose not to observe the YCTD Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 4:00 p.m. on Monday, October 11, 2021 to Kathy Souza, Clerk of the Board, at ksouza@yctd.org or by phone at 530-402-2819 noting in the subject line: For Public Comment. Your comment will be placed into the record at the Board meeting.

Yolo County Transportation District Board:

Vision, Values and Priorities

Vision Statement

*The **vision statement** tells us what we intend to become or achieve in the next 3 to 5 years.*

Yolo County residents enjoy innovative and efficient mobility options connecting them to places they want to go.

Values

*A **core value** describes our individual and organizational behaviors and helps us to live out our vision.*

- Collaboration
- Efficiency
- Transparency
- Innovation
- Service
- Safety
- Economic Sustainability
- Environmental Stewardship
- Equity/Social Justice

District-Wide Priorities

***Priorities** align our vision and values with our implementation strategies.*

- Effective and sustainable business model.
- Efficient, seamless, and easy to use transit system.
- Strong regional mobility partnerships enhance District services.
- Decision making that is data driven decision making and transparent.
- Environmentally sustainable operations.
- Leverage state of the art technology.

Item 4a

YOLO COUNTY TRANSPORTATION DISTRICT BOARD OF DIRECTORS MEETING

October 11, 2021

Yolo County Transportation District (via videoconference)
350 Industrial Way, Woodland, CA 95776

Agenda Item 1 – Call to Order/Roll Call/Pledge of Allegiance

Chair Saylor called the meeting to order at 7:00 pm and requested roll call to confirm a quorum was in attendance through Zoom remote participation. The following individuals were in attendance:

Davis – Lucas Frerichs (Primary)

Winters - Jesse Loren (Primary)

West Sacramento – Chris Ledesma (Primary)

Woodland – Tom Stallard (Primary) *joined the meeting at 7:13*

Yolo County – Don Saylor (Primary)

UC Davis – Matt Dulcich (Primary)

Caltrans – Alex Padilla (Primary)

Staff present were Autumn Bernstein, YCTD Executive Director; Jose Perez, YCTD Deputy Director Operations, Planning & Special Projects; Janice Bryan, YCTD Deputy Director Finance, Grants, and Procurement; Chad Mikula, YCTD IT Specialist; Kristen Mazur, YCTD Senior Planner; Hope Welton, YCTD Legal Counsel; Abigail Lloyd, Ryan Altschuh, YCTD Interns and Kathy Souza, YCTD Executive Assistant/Clerk to the Board.

Also, in attendance via Zoom were Mike Klein, Ron Bushman, Transdev; Alan Hirsch, Davis; Jason McCoy, City of West Sacramento; John Baylis, Patrick Guild, Greg Wong, G. Alvarez and Thiru.

Chair Saylor explained the meeting participation instructions.

Agenda Item 2 – Consider Approval of Agenda for October 11, 2021

Minute Order 2021-36

Director Loren made the motion, seconded by Director Frerichs, to approve the agenda for the October 11, 2021, meeting. Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor

NOES: None

ABSENT: Stallard

ABSTAIN: None

The motion passed.

Agenda Item 3 – Comments from public regarding matters NOT on the Agenda, but within the purview of YCTD

None

Agenda Item 4 – Consent Calendar

Minute Order 2021-37

Director Frerichs made the motion, seconded by Director Loren, to approve the following items on the Consent Calendar.

4a. Approve YCTD Board Minutes for Regular Meeting of September 13, 2021 and Special Meeting of September 20, 2021.

4b. Consider authorization of continued remote meetings

4c. Consideration acceptance of First Amendment to Executive Director Agreement

Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor

NOES: None

ABSENT: Stallard

ABSTAIN: None

The motion passed.

Agenda Item 5 – Board Members Reports, Announcements, Other Nominations, Presentations

None.

Agenda Item 6 – YoloGo Phase 2 Public Hearing – continued from September 13, 2021 meeting

Ms. Mazur presented the staff report.

Chair Saylor called for public comments. There being none he re-opened the Public Hearing at 7:11 pm. No one requested to speak, and the Public Hearing was closed at 7:12 pm.

Director Stallard joined the meeting.

Minute Order 2021-38

Director Loren made the motion, seconded by Director Frerichs, to approve the following YoloGo Phase 2 service changes, effective no earlier than November 2021:

- Add New Route 37/Discontinue Routes 35 and 39
- Discontinue underutilized Route 241
- Make minor adjustments to Routes 40, 41 and 240 including restoring early and late trips that were temporarily discontinued due to COVID and modifying the route paths in Downtown Sacramento

Roll call resulted in:

AYES: Frerichs, Ledesma (*voted when internet access was restored*), Loren, Saylor, Stallard

NOES: None

ABSENT: None

ABSTAIN: None

The motion passed.

Director Ledesma rejoined the meeting

Agenda Item 7 – Presentation by Caltrans on the I-80 Corridor Improvements Project

Ms. Bernstein introduced Nawid Nessar, Caltrans, who reviewed his Power Point presentation.

Director Frerichs stated that he had not previously heard of the proposed fly-over lane. He was concerned about how westbound bicyclists would safely cross the railroad crossing at Co. Rd 32A. Mr. Nessar replied that Caltrans would discuss alternatives with the jurisdictions and steering committees as part of the process of choosing the alternatives for which funding was received. He added that Caltrans was coordinating with Yolo County to have safe access at the Co. Rd. 32A location.

Director Stallard asked if the project included lane reductions west of Davis. Mr. Nessar responded that the plan did not include additional lanes, just restriping. Ms. Takhar added that the Comprehensive Corridor Plan would address issues with that area mentioned by Director Stallard.

Director Stallard asked if the bike path across the causeway could be put at grade for a less expensive option. Mr. Nessar replied that Caltrans would look at the option but that it probably would not be feasible with the causeway being a flood zone would mean flood resistant construction techniques which would be expensive.

Director Loren stated that the priority list presented did not seem to address equity, climate change and multimodal alternatives. She stated her preference would be for HOT lanes and asked if that could truly be changed simply from HOV lanes to HOT by signage in the future. She stated that she could not recall mention of the fly over at the previous presentation and asked it be considered from an equity and cost lens. She also expressed concern about cyclist safety at the Co. Rd. 32A railroad crossing.

Director Ledesma stated the bicycle component was very important to the jurisdictions. Good infrastructure was needed to encourage the public to make use of alternative transportation modes.

Director Dulcich said that it was good to see the timeline moving closer. He stated that managed lanes encouraged us of transit and asked if managed lanes could be extended to Old Davis Road. Mr. Nessar replied that would put the project partially in Solano County but assured the director that the managed lanes would start at the Yolo County line.

Director Frerichs stated that the mega-region working group had approved a list of 10 to 12 projects including this one. He advised that SACOG should get together with District 3 representatives to synchronize goals and work with both Districts 3 and 4. He said that reducing the bottleneck west of Davis was critical to successful management of traffic flow in the area. He added that other mega-regions were using HOT lanes to good effect and this project should also include those.

Agenda Item 8 – YCTD Goals for next 3/6/12 months

Ms. Bernstein reviewed the staff report.

Director Saylor stated that Ms. Bernstein had done a good job of identifying necessary elements.

Agenda Item 9– Authorization for SacRT to Temporarily Operate All Causeway Connection Service

Director Saylor stated that he and Director Ledesma had been part of a 2 x 2 x 2 with Sacramento Regional Transit about two weeks previously.

Mr. Perez presented the staff report.

Minute Order 2021-39

Director Stallard made the motion, seconded by Director Frerichs, to authorize the Executive Director to prepare and execute an amendment to the established Memorandum of Understanding (MOU) between YCTD, Sacramento Regional Transit (SacRT), and the Regents of the University of California at Davis (UC Davis), for SacRT to temporarily take over full operation of the Causeway Connection bus route with the stipulation that such an amendment be equitable to all agencies involved and that the board be kept briefed on the status of negotiations. Roll call resulted in:

AYES: Frerichs, Ledesma, Loren, Saylor, Stallard

NOES: None

ABSENT: None

ABSTAIN: None

The motion passed.

Agenda Item 10 – Consider Director’s Report

- e. Update on driver shortage – Ms. Bernstein reported that she was hopeful a Transdev proposal for an increase in wages would be ready for consideration at the November meeting. Staff would present funding proposals to sustain such increases.

Michael Klein reviewed Transdev’s recent recruiting efforts and challenges, with the current wage scale being a significant challenge.

- f. DISC project discussions
- g. Yolo Commute update
- h. Vaccine mandate
- i. CAC & TAC Updates

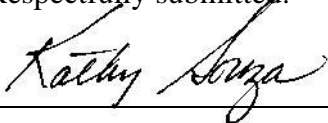
Attachments

- i. YCTD COVID-19 Vaccination Policy

Agenda Item 11 - Adjournment

There being no further regular business, Chair Saylor adjourned the regular meeting at 8:55 pm

Respectfully submitted:

_____, Clerk to the Board

BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

Topic: Authorization of continued remote meetings	Agenda Item#: Agenda Type:	4b
		Deliberation/*Action
		Attachments: <u>Yes</u> No
Prepared By: K Souza		Meeting Date: November 8, 2021

RECOMMENDATION:

It is recommended that the Yolo County Transportation District (YCTD) Board of Directors authorize remote meetings by finding, pursuant to Assembly Bill 361, that local officials continue to recommend measures to promote social distancing as a result of the COVID-19 pandemic.

REASON FOR RECOMMENDATION:

In light of the ongoing public health emergency related to COVID-19 and high rates of community transmission of the COVID-19 virus, the Yolo County Health Officer has released the attached recommendation to continue remote meetings.

BACKGROUND:

On March 4, 2020 the Governor declared a State of Emergency in California due to the impacts of the novel corona virus (COVID-19). As part of the State of Emergency the Governor issued a variety of Executive Orders, specifically N-25-20, N-29-20, and N-35-20, allowing local and state agencies to hold public meetings using remote means without complying with certain specified provisions of the Ralph M. Brown Act, Government Code §§54950-54963.

The state legislature recently enacted AB 361, which amended the Brown Act, to add simplified procedures that make it easier to hold remote meetings during a state of emergency and when state or local officials impose or recommend measures to promote social distancing. *See* Gov. Code § 54953(e). These new rules supersede and replace similar rules in the Governor's Executive Order No. N-29-20, which many local boards, commissions, and committees like YCTD have relied on to hold remote meetings since the onset of the COVID-19 pandemic.

Making the necessary findings under AB 361 will allow the Board of Directors to conduct its meetings in the same manner as it has been conducting meetings throughout the pandemic. Once the Board has its initial meeting under AB 361, it must make certain findings every thirty (30) days to continue meeting remotely using the simplified rules.

Therefore, the Board of Directors for the Yolo-County Transportation District finds that:

1. The Governor has declared a state of emergency related to the COVID-19 Pandemic and that this state of emergency remains in effect; and
2. State or local officials continue to impose or recommend measures to promote social distancing. Please see the attached memo from the Yolo County Health Officer with her Recommendations for Remote Public Meetings.

BUDGET IMPACT:

None.



COUNTY OF YOLO

Health and Human Services Agency

Karen Larsen, LMFT
Director

Aimee Sisson, MD, MPH
Health Officer

MAILING ADDRESS
137 N. Cottonwood Street • Woodland, CA 95695
www.yolocounty.org

Date: October 20, 2021

To: All Yolo County Boards and Commissions

From: Dr. Aimee Sisson, Health Officer

Subject: Remote Public Meetings

On September 22, I issued a memo recommending remote meetings. While the case rate in Yolo County has declined over the last month, the current case rate represents substantial community transmission. In the context of substantial community transmission, I continue to recommend meetings be held remotely whenever possible. I am re-issuing that memo with updated COVID-19 case rate data.

In light of the ongoing public health emergency related to COVID-19 and the substantial level of community transmission of the virus that causes COVID-19, the Yolo County Public Health Officer recommends that public bodies continue to meet remotely to the extent possible. Board and Commissions can utilize the provisions of newly enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, the grounds for the remote meeting recommendation include:

- The continued threat of COVID-19 to the community. As of October 20, 2021, the current case rate is 11.8 cases per 100,000 residents per day. This case rate is considered "Substantial" under the Centers for Disease Control and Prevention's (CDC) framework for assessing community COVID-19 transmission; and
- The unique characteristics of public governmental meetings, including the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges of ensuring compliance with safety requirements and recommendations at such meetings.

Meetings that cannot feasibly be held virtually should be held outdoors when possible, or indoors only in small groups with face coverings, maximal physical distance between participants, use of a portable HEPA filter (unless comparable filtration is provided through facility HVAC systems), and shortened meeting times.

This recommendation is based upon current conditions and available protective measures. The Public Health Officer will continue to evaluate this recommendation on

Davis
600 A Street
Davis, CA 95616
Mental Health (530) 757-5530

West Sacramento
500 Jefferson Boulevard
West Sacramento, CA 95605
Service Center (916) 375-6200
Mental Health (916) 375-6350
Public Health (916) 375-6380

Winters
111 East Grant Avenue
Winters, CA 95694
Service Center (530) 406-4444

Woodland
25 & 137 N. Cottonwood Street
Woodland, CA 95695
Service Center (530) 661-2750
Mental Health (530) 666-8630
Public Health (530) 666-8645

an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

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BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

Topic: Approve Revised First Amendment to Executive Director Agreement	Agenda Item#: Agenda Type:	4c
		Deliberation/*Action
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: K Souza		Meeting Date: November 8, 2021

RECOMMENDATION:

It is recommended that the Yolo County Transportation District (YCTD) Board of Directors review, consider, and accept the First Amendment to the Executive Director Agreement.

REASON FOR RECOMMENDATION:

Since adoption of the Executive Director Agreement August 9, 2021 several relatively minor modifications to the benefits were found to be necessary.

BACKGROUND:

Attached are the Amended Agreement both with all revisions displayed and the final document with tracking of those revisions removed. To summarize those changes:

- The Executive Director, and their dependents, shall be eligible for group health, dental and vision insurance with 90% rather than 100% of the Executive Director's health insurance premiums consistent with YCTD policy for allowable cost plans being covered.
- The Executive Director shall accrue floating holiday time of 32 hours per year to be prorated for the first year for those months remaining in the fiscal year after the date of hire.
- The Executive Director shall accrue administrative hours equivalent to those of the Deputy Director positions. Those hours shall be prorated for the first year for those months remaining in the fiscal year after the date of hire.

This Amended Agreement is returning to you again this month as further clarifying language was required. The previous version was not executed.

BUDGET IMPACT:

Minor changes to expenses related to the Executive Director's benefits.

Redlined Version

FIRST AMENDED AGREEMENT FOR PERSONAL SERVICES

between

YOLO COUNTY TRANSPORTATION DISTRICT

and

AUTUMN BERNSTEIN

This **FIRST AMENDED AGREEMENT FOR PERSONAL SERVICES** (hereinafter “Agreement”), effective September 1, 2021 (“Effective Date”), is made and entered into between the YOLO COUNTY TRANSPORTATION DISTRICT (hereinafter “YCTD”), a California special district, and AUTUMN BERNSTEIN, an individual to be employed by YCTD as its Executive Director.

Recitals

WHEREAS, YCTD’s Board of Directors (hereinafter “Board”) entered into an Agreement for Personal Services and to employ AUTUMN BERNSTEIN as its Executive Director at its Board Meeting on August 9, 2021; and

WHEREAS, to clarify the benefits to which AUTUM BERNSTEIN is entitled, the Board now wishes to ~~amend~~ replace the original Agreement in its entirety with ~~though~~ this First Amended Agreement.

NOW THEREFORE, IT IS AGREED by YCTD and AUTUMN BERNSTEIN (hereinafter “Executive Director”) as follows:

- I. **DUTIES**: The Executive Director is the lead position at YCTD and shall perform all duties, assume all obligations, and constantly meet all qualifications of the office of Executive Director as described herein, and as such duties, obligations and qualifications may, from time to time, be amended by the Board. The Executive Director shall be subject to all pertinent policies, ordinances, resolutions, rules, regulations and all other lawful orders and directives of the Board and YCTD. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities. Notwithstanding any other provision herein, the Executive Director shall serve at the pleasure of the Board and may be discharged at any time with or without cause, subject only to Section XI of this Agreement.

The Executive Director's essential duties and functions shall include, but not be limited to, the following:

- Regularly update and undertake activities to meet the vision, values, and priorities of the Board.
- Implement and maintain a robust communications program.
- Organize and administer Board and YCTD committee meetings; represent YCTD before YCTD jurisdictions, various individuals/groups/agencies, and public and private organizations at federal, state and local levels.
- Develop and manage operating and capital budgets for all YCTD activities; implement methods to optimize YCTD access to outside funding.
- Approve purchases of assets listed in the adopted budget or by minute order; authorize contracts and other purchases approved by the Board.
- Submit grant applications for YCTD capital, planning, and service projects; facilitate grant agreements and related supplemental documents or projects approved by the Board.
- Perform service planning, scheduling and route/run reductions where appropriate; organize and conduct workshops and public hearings on transit matters affecting existing and/or future riders.
- Oversee YCTD's activities relative to being the congestion management planning agency for the County of Yolo.
- Work with air quality districts and other parties to optimize the use of zero and low emission vehicles.

II. EXECUTIVE DIRECTOR AND BOARD RESPONSIBILITIES: The Board is the governing body of YCTD and retains the responsibility of formulating and adopting YCTD policy. The Executive Director has the primary responsibility for the implementation of YCTD policy in accordance with the Board's direction.

III. PERSONNEL MATTERS: The Executive Director has the additional responsibility to hire, train, discipline, and discharge YCTD's employees, including administrative and supervisory staff to best serve YCTD. It is, however, understood and agreed that these responsibilities are specifically limited by the fact that the Board must specifically approve the creation and authorization of positions, and the establishment and adjustment of pay scales.

IV. EFFECTIVE DATE AND TERM: The initial term of this Agreement shall be for three (3) years from the Effective Date, beginning September 1, 2021 and terminating on August 31, 2024. The Executive Director agrees to remain in the exclusive employ of YCTD during the term of this Agreement. The term of this Agreement may be extended by mutual agreement of the parties.

V. COMPENSATION: The Executive Director is to be paid the annual sum of \$200,000.00 for fulfilling the duties described herein, accruing neither overtime nor compensatory time, monthly in accordance with YCTD's standard payroll procedures, subject to the following adjustments:

- a. Each year the Board shall review the Executive Director's performance and based upon performance of the duties and meeting or exceeding the agreed upon performance objectives determine if a merit-based salary or other salary and/or benefit increase is warranted and act accordingly. Any such increases will be subject to a written amendment to this Agreement. Any merit-based salary or other salary and/or benefit increase shall be determined by the Board in its sole discretion. The determination of the Board is not subject to challenge by the Executive Director in any manner.

VI. HOURS OF WORK: The regular business hours of YCTD are 8:00 AM to 5:00 PM. It is recognized that the Executive Director must devote a great deal of time outside the normal hours of business for YCTD, and to that end the Executive Director shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of YCTD and shall allow the Executive Director to faithfully perform the assigned duties and responsibilities. This position is FLSA exempt and the Executive Director shall not be entitled to overtime or compensatory time off. While some circumstances may necessitate virtual work, the Executive Director is expected to perform the majority of the Executive Director's duties at the YCTD office. When unavailable, the Executive Director shall ensure that duties have been properly and appropriately delegated to qualified YCTD staff.

VII. BENEFITS: The Executive Director shall be afforded the following benefits package:

- a. CalPERS retirement benefits, formula based on membership date.
- b. YCTD shall match the Executive Director's contribution to YCTD's Deferred Compensation Plan in an amount up to 5% of the Executive Director's base salary.
- c. The Executive Director, and their dependents, shall be eligible for a group health insurance plan through the California Public Employees Retirement System (Cal-PERS). YCTD shall pay up to a maximum of 90% for the health insurance premium that the Executive Director selects through Cal-PERS Health Benefits program consistent with the YCTD policy for allowable cost plans.
- d. The Executive Director, and their dependents, shall be eligible for dental and vision insurance plans provided through the County of Yolo. YCTD shall cover 100% of the Executive Director's dental and vision insurance premiums consistent with YCTD policy for allowable cost plans.
- e. The Executive Director shall accrue vacation leave at the rate of twenty (20) days per year (160 hours per year), earned on a pro rata basis per pay period. The Executive Director may accrue up to 320 hours of vacation leave.
- f. The Executive Director shall accrue sick leave at the rate of twelve (12) days per year (96 hours per year), earned on a pro rata basis per pay period with unlimited accrual.
- g. Executive Director shall be credited with thirty-two (32) hours of floating holiday time on July 1 of each year. Floating holidays shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, any accrued but unused floating holiday shall be paid at a straight time rate. For the first year of this Agreement, Executive Director shall be credited with floating holiday time prorated for each month remaining in the fiscal year after the date of employment.
- h. The Executive Director shall accrue administrative leave in an amount equal to the Deputy Director positions for YCTD. For the first year of this Agreement, administrative leave shall be prorated, based on the date Executive Director became an employee of YCTD.
- f.i. The Executive Director shall receive a term life insurance policy in the amount of not less than \$1,000,000.00, provided the annual cost for premiums does not exceed \$2,500.00. Otherwise, Executive Director shall receive a term life insurance policy in the highest amount obtainable with an annual premium cost that does not exceed \$2,500.00.

- ~~g-j.~~ YCTD will reimburse the Executive Director up to \$5,000.00 to offset relocation expenses. This payment is considered income by the IRS and applicable taxes and withholding will apply. Should the candidate leave the employ of YCTD prior to a year of service, 100% of the benefit paid will be deducted in full from any moneys owed the Executive Director, including salary, vacation, or severance. Should the candidate leave the employ of YCTD after one year of service but prior to two years of service, 50% of this benefit will be deducted in full from any moneys owed the Executive Director, including pay, vacation, or severance.

VIII. GENERAL BUSINESS EXPENSES:

- a. YCTD shall provide electronic equipment necessary to ensure the Executive Director accessibility and availability pursuant to this Agreement.
- b. Subject to prior approval of the Board, YCTD agrees to pay for professional dues and subscriptions of the Executive Director, as may be necessary for professional development, membership and participation in regional, state, and local associations, and organizations necessary and desirable for the Executive Director 's continued professional participation, growth, and advancement, and for the good of YCTD.
- c. Subject to prior approval by the Board, YCTD agrees to pay for travel and subsistence expenses (alcoholic beverages excluded) of the Executive Director for professional and official travel, meetings, short courses, institutes, seminars and occasions to regional, state, and local governmental groups and committees in which the Executive Director serves as a member to adequately continue the professional development of the Executive Director and to pursue necessary official functions for YCTD.

- IX. PERFORMANCE OBJECTIVES: The Executive Director shall meet annually with the Board by the anniversary of the Effective Date of this Agreement to identify YCTD's and the Executive Director's performance objectives for the following year. Said performance objectives shall be proposed by the Executive Director in writing and submitted to the Board for approval. If the Board does not approve said performance objectives, they shall establish reasonable performance objectives following consultation with the Executive Director. The performance objectives shall be consistent with Board policy and the duties and responsibilities set forth in this Agreement. The Board reserves the right to evaluate the Executive Director's performance at any other time as it may, in its sole discretion, determine.

- X. EVALUATION: The Board shall initially evaluate the performance of the Executive Director at six (6) months from appointment and annually thereafter on or before the anniversary of the Effective Date of this Agreement. The evaluation shall be based on the duties and agreed upon performance objectives. In its discretion, the Board may, following the first annual evaluation pursuant to this Agreement, consider modification to the compensation or benefits provided herein.

Failure of the Board to complete the evaluation process shall not preclude the Board from giving notice of termination in accordance with the Termination section of this Agreement.

XI. TERMINATION AND DISMISSAL: The Executive Director shall serve at the will and pleasure of the Board and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent YCTD, in its sole discretion, from terminating this Agreement and the services of the Executive Director. The following provisions shall apply to termination and dismissal:

- a. If the Board terminates the employment of the Executive Director for cause, the termination shall be effective immediately and no severance shall be provided.
- b. If the Board terminates the employment of the Executive Director without cause, YCTD shall pay the Executive Director severance pay in an amount equal to three (3) months of the monthly base salary specified in Section V of this Agreement and continue health benefits for that period of time pursuant to Section VII of this Agreement.
- c. This severance payment shall be made within thirty (30) days of the effective date of the termination and is subject to applicable withholding taxes.

This Section XI is intended to comply with California Government Code section 53260 et seq. Pursuant to California Government Code section 53260, in no event shall the Executive Director receive a settlement that exceeds an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement.

Pursuant to California Government Code Section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to the Executive Director under Section XI of this Agreement shall be fully reimbursed by the Executive Director to YCTD if the Executive Director is convicted of a crime involving an abuse of the office or position. For purposes of this Agreement, the phrase “abuse of the office or position” shall have the meaning set forth in Government Code section 53243.4. This Agreement shall be subject to the provisions of Government Code sections 53243-53243.4, which require reimbursement to YCTD under circumstances stated therein.

XII. TERMINATION BY EXECUTIVE DIRECTOR: The Executive Director may terminate this Agreement at any time upon ninety (90) days written notice to the Board. In the event that the Executive Director should exercise the option to terminate this Agreement (resign from YCTD employment), the Executive Director shall not be entitled to any severance pay or continuation of health benefits.

XIII. APPLICABLE LAW: This Agreement shall be constructed in accordance ~~with, and~~ with and governed by the laws of the State of California. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

XIV. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between YCTD and the Executive Director and supersedes all prior agreements respecting the same subject.

YCTD and the Executive Director agree and acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or ~~any one~~ anyone acting on behalf of any party, which are not included herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

- XV. WAIVER OF RIGHTS: Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
- XVI. REMEDIES NOT EXCLUSIVE: Except as otherwise provided herein, the use by either party of any remedies specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- XVII. HEADINGS: Paragraph headings and titles of attachments as used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraph headed thereby.
- XVIII. INTERPRETATION: The parties acknowledge that each party has reviewed, negotiated, and had an opportunity to discuss with counsel this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with transactions contemplated by this Agreement.
- XIX. WORKER'S COMPENSATION: Pursuant to the State of California Labor Code, Section 3700, et seq., YCTD shall secure workers' compensation insurance for the Executive Director.
- XX. INDEMNIFICATION: YCTD shall provide for the defense of the Executive Director in any action or proceeding alleging an act or omission within the scope of employment of the Executive Director in conformance with State law (Government Code sections 995, et seq.). In addition, any funds provided by YCTD for the legal criminal defense of the Executive Director shall be fully reimbursed to YCTD by the Executive Director if the Executive Director is convicted of a crime involving an abuse of the office or position as required under Government Code section 53243.1.
- XXI. AMENDMENTS: Any modifications of this Agreement will be effective only if in writing and signed by both YCTD and the Executive Director.
- XXII. NOTICE: Any notices required or permitted pursuant to this Agreement shall be given in person or by certified or registered mail, addressed as follows:

To YCTD:

Chair of the Board of Directors

YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way,

Woodland, CA 95776

To the Executive Director:

AUTUMN BERNSTEIN



XXIII. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same ~~instrument, and~~instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, YCTD and the Executive Director hereto have executed this Agreement as of the Effective Date.

AUTUMN BERNSTEIN

Date

YCTD Board Chair

Date

ATTEST:

By:_____

YCTD Secretary

Date

FIRST AMENDED AGREEMENT FOR PERSONAL SERVICES

between

YOLO COUNTY TRANSPORTATION DISTRICT

and

AUTUMN BERNSTEIN

This **FIRST AMENDED AGREEMENT FOR PERSONAL SERVICES** (hereinafter “Agreement”), effective September 1, 2021 (“Effective Date”), is made and entered into between the YOLO COUNTY TRANSPORTATION DISTRICT (hereinafter “YCTD”), a California special district, and AUTUMN BERNSTEIN, an individual to be employed by YCTD as its Executive Director.

WHEREAS, YCTD’s Board of Directors (hereinafter “Board”) entered into an Agreement for Personal Services and to employ AUTUMN BERNSTEIN as its Executive Director at its Board Meeting on August 9, 2021; and

WHEREAS, to clarify the benefits to which AUTUM BERNSTEIN is entitled, the Board now wishes to replace the original Agreement in its entirety with this First Amended Agreement.

NOW THEREFORE, IT IS AGREED by YCTD and AUTUMN BERNSTEIN (hereinafter “Executive Director”) as follows:

- I. **DUTIES**: The Executive Director is the lead position at YCTD and shall perform all duties, assume all obligations, and constantly meet all qualifications of the office of Executive Director as described herein, and as such duties, obligations and qualifications may, from time to time, be amended by the Board. The Executive Director shall be subject to all pertinent policies, ordinances, resolutions, rules, regulations and all other lawful orders and directives of the Board and YCTD. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities. Notwithstanding any other provision herein, the Executive Director shall serve at the pleasure of the Board and may be discharged at any time with or without cause, subject only to Section XI of this Agreement.

The Executive Director’s essential duties and functions shall include, but not be limited to, the following:

- Regularly update and undertake activities to meet the vision, values, and priorities of the Board.

- Implement and maintain a robust communications program.
- Organize and administer Board and YCTD committee meetings; represent YCTD before YCTD jurisdictions, various individuals/groups/agencies, and public and private organizations at federal, state and local levels.
- Develop and manage operating and capital budgets for all YCTD activities; implement methods to optimize YCTD access to outside funding.
- Approve purchases of assets listed in the adopted budget or by minute order; authorize contracts and other purchases approved by the Board.
- Submit grant applications for YCTD capital, planning, and service projects; facilitate grant agreements and related supplemental documents or projects approved by the Board.
- Perform service planning, scheduling and route/run reductions where appropriate; organize and conduct workshops and public hearings on transit matters affecting existing and/or future riders.
- Oversee YCTD's activities relative to being the congestion management planning agency for the County of Yolo.
- Work with air quality districts and other parties to optimize the use of zero and low emission vehicles.

II. EXECUTIVE DIRECTOR AND BOARD RESPONSIBILITIES: The Board is the governing body of YCTD and retains the responsibility of formulating and adopting YCTD policy. The Executive Director has the primary responsibility for the implementation of YCTD policy in accordance with the Board's direction.

III. PERSONNEL MATTERS: The Executive Director has the additional responsibility to hire, train, discipline, and discharge YCTD's employees, including administrative and supervisory staff to best serve YCTD. It is, however, understood and agreed that these responsibilities are specifically limited by the fact that the Board must specifically approve the creation and authorization of positions, and the establishment and adjustment of pay scales.

IV. EFFECTIVE DATE AND TERM: The initial term of this Agreement shall be for three (3) years from the Effective Date, beginning September 1, 2021 and terminating on August 31, 2024. The Executive Director agrees to remain in the exclusive employ of YCTD during the term of this Agreement. The term of this Agreement may be extended by mutual agreement of the parties.

V. COMPENSATION: The Executive Director is to be paid the annual sum of \$200,000.00 for fulfilling the duties described herein, accruing neither overtime nor compensatory time, monthly in accordance with YCTD's standard payroll procedures, subject to the following adjustments:

- b. Each year the Board shall review the Executive Director's performance and based upon performance of the duties and meeting or exceeding the agreed upon performance objectives determine if a merit-based salary or other salary and/or benefit increase is warranted and act accordingly. Any such increases will be subject to a written amendment to this Agreement. Any merit-based salary or other salary and/or benefit increase shall be determined by the Board in its sole discretion. The determination of the Board is not subject to challenge by the Executive Director in any manner.

VI. HOURS OF WORK: The regular business hours of YCTD are 8:00 AM to 5:00 PM. It is recognized that the Executive Director must devote a great deal of time outside the normal hours of business for YCTD, and to that end the Executive Director shall be allowed to establish an appropriate work schedule. The schedule

shall be appropriate to the needs of YCTD and shall allow the Executive Director to faithfully perform the assigned duties and responsibilities. This position is FLSA exempt and the Executive Director shall not be entitled to overtime or compensatory time off. While some circumstances may necessitate virtual work, the Executive Director is expected to perform the majority of the Executive Director's duties at the YCTD office. When unavailable, the Executive Director shall ensure that duties have been properly and appropriately delegated to qualified YCTD staff.

VII. BENEFITS: The Executive Director shall be afforded the following benefits package:

- a. CalPERS retirement benefits, formula based on membership date.
- b. YCTD shall match the Executive Director's contribution to YCTD's Deferred Compensation Plan in an amount up to 5% of the Executive Director's base salary.
- c. The Executive Director, and their dependents, shall be eligible for a group health insurance plan through the California Public Employees Retirement System (Cal-PERS). YCTD shall pay up to a maximum of 90% for the health insurance premium that the Executive Director selects through Cal-PERS Health Benefits program consistent with the YCTD policy for allowable cost plans.
- d. The Executive Director, and their dependents, shall be eligible for dental and vision insurance plans provided through the County of Yolo. YCTD shall cover 100% of the Executive Director's dental and vision insurance premiums consistent with YCTD policy for allowable cost plans.
- e. The Executive Director shall accrue vacation leave at the rate of twenty (20) days per year (160 hours per year), earned on a pro rata basis per pay period. The Executive Director may accrue up to 320 hours of vacation leave.
- f. The Executive Director shall accrue sick leave at the rate of twelve (12) days per year (96 hours per year), earned on a pro rata basis per pay period with unlimited accrual.
- g. Executive Director shall be credited with thirty-two (32) hours of floating holiday time on July 1 of each year. Floating holidays shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, any accrued but unused floating holiday shall be paid at a straight time rate. For the first year of this Agreement, Executive Director shall be credited with floating holiday time prorated for each month remaining in the fiscal year after the date of employment.
- h. The Executive Director shall accrue administrative leave in an amount equal to the Deputy Director positions for YCTD. For the first year of this Agreement, administrative leave shall be prorated, based on the date Executive Director became an employee of YCTD.
- i. The Executive Director shall receive a term life insurance policy in the amount of not less than \$1,000,000.00, provided the annual cost for premiums does not exceed \$2,500.00. Otherwise, Executive Director shall receive a term life insurance policy in the highest amount obtainable with an annual premium cost that does not exceed \$2,500.00.
- j. YCTD will reimburse the Executive Director up to \$5,000.00 to offset relocation expenses. This payment is considered income by the IRS and applicable taxes and withholding will apply. Should the candidate leave the employ of YCTD prior to a year of service, 100% of the benefit paid will be deducted in full from any moneys owed the Executive Director, including salary, vacation, or severance. Should the candidate leave

the employ of YCTD after one year of service but prior to two years of service, 50% of this benefit will be deducted in full from any moneys owed the Executive Director, including pay, vacation, or severance.

VIII. GENERAL BUSINESS EXPENSES:

- d. YCTD shall provide electronic equipment necessary to ensure the Executive Director accessibility and availability pursuant to this Agreement.
- e. Subject to prior approval of the Board, YCTD agrees to pay for professional dues and subscriptions of the Executive Director, as may be necessary for professional development, membership and participation in regional, state, and local associations, and organizations necessary and desirable for the Executive Director 's continued professional participation, growth, and advancement, and for the good of YCTD.
- f. Subject to prior approval by the Board, YCTD agrees to pay for travel and subsistence expenses (alcoholic beverages excluded) of the Executive Director for professional and official travel, meetings, short courses, institutes, seminars and occasions to regional, state, and local governmental groups and committees in which the Executive Director serves as a member to adequately continue the professional development of the Executive Director and to pursue necessary official functions for YCTD.

IX. PERFORMANCE OBJECTIVES: The Executive Director shall meet annually with the Board by the anniversary of the Effective Date of this Agreement to identify YCTD's and the Executive Director's performance objectives for the following year. Said performance objectives shall be proposed by the Executive Director in writing and submitted to the Board for approval. If the Board does not approve said performance objectives, they shall establish reasonable performance objectives following consultation with the Executive Director. The performance objectives shall be consistent with Board policy and the duties and responsibilities set forth in this Agreement. The Board reserves the right to evaluate the Executive Director's performance at any other time as it may, in its sole discretion, determine.

X. EVALUATION: The Board shall initially evaluate the performance of the Executive Director at six (6) months from appointment and annually thereafter on or before the anniversary of the Effective Date of this Agreement. The evaluation shall be based on the duties and agreed upon performance objectives. In its discretion, the Board may, following the first annual evaluation pursuant to this Agreement, consider modification to the compensation or benefits provided herein.

Failure of the Board to complete the evaluation process shall not preclude the Board from giving notice of termination in accordance with the Termination section of this Agreement.

XI. TERMINATION AND DISMISSAL: The Executive Director shall serve at the will and pleasure of the Board and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent YCTD, in its sole discretion, from terminating this Agreement and the services of the Executive Director. The following provisions shall apply to termination and dismissal:

- d. If the Board terminates the employment of the Executive Director for cause, the termination shall be effective immediately and no severance shall be provided.
- e. If the Board terminates the employment of the Executive Director without cause, YCTD shall pay the Executive Director severance pay in an amount equal to three (3) months of the monthly base salary specified in Section V of this Agreement and continue health benefits for that period of time pursuant to Section VII of this Agreement.
- f. This severance payment shall be made within thirty (30) days of the effective date of the termination and is subject to applicable withholding taxes.

This Section XI is intended to comply with California Government Code section 53260 et seq. Pursuant to California Government Code section 53260, in no event shall the Executive Director receive a settlement that exceeds an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement.

Pursuant to California Government Code Section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to the Executive Director under Section XI of this Agreement shall be fully reimbursed by the Executive Director to YCTD if the Executive Director is convicted of a crime involving an abuse of the office or position. For purposes of this Agreement, the phrase “abuse of the office or position” shall have the meaning set forth in Government Code section 53243.4. This Agreement shall be subject to the provisions of Government Code sections 53243-53243.4, which require reimbursement to YCTD under circumstances stated therein.

- XII. TERMINATION BY EXECUTIVE DIRECTOR: The Executive Director may terminate this Agreement at any time upon ninety (90) days written notice to the Board. In the event that the Executive Director should exercise the option to terminate this Agreement (resign from YCTD employment), the Executive Director shall not be entitled to any severance pay or continuation of health benefits.
- XIII. APPLICABLE LAW: This Agreement shall be constructed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless be binding and effective.
- XIV. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between YCTD and the Executive Director and supersedes all prior agreements respecting the same subject.

YCTD and the Executive Director agree and acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not included herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

- XV. WAIVER OF RIGHTS: Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
- XVI. REMEDIES NOT EXCLUSIVE: Except as otherwise provided herein, the use by either party of any remedies specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- XVII. HEADINGS: Paragraph headings and titles of attachments as used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraph headed thereby.
- XVIII. INTERPRETATION: The parties acknowledge that each party has reviewed, negotiated, and had an opportunity to discuss with counsel this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with transactions contemplated by this Agreement.
- XIX. WORKER'S COMPENSATION: Pursuant to the State of California Labor Code, Section 3700, et seq., YCTD shall secure workers' compensation insurance for the Executive Director.
- XX. INDEMNIFICATION: YCTD shall provide for the defense of the Executive Director in any action or proceeding alleging an act or omission within the scope of employment of the Executive Director in conformance with State law (Government Code sections 995, et seq.). In addition, any funds provided by YCTD for the legal criminal defense of the Executive Director shall be fully reimbursed to YCTD by the Executive Director if the Executive Director is convicted of a crime involving an abuse of the office or position as required under Government Code section 53243.1.
- XXI. AMENDMENTS: Any modifications of this Agreement will be effective only if in writing and signed by both YCTD and the Executive Director.
- XXII. NOTICE: Any notices required or permitted pursuant to this Agreement shall be given in person or by certified or registered mail, addressed as follows:

To YCTD:

Chair of the Board of Directors

YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way,

Woodland, CA 95776

To the Executive Director:

AUTUMN BERNSTEIN



XXIII. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, YCTD and the Executive Director hereto have executed this Agreement as of the Effective Date.

AUTUMN BERNSTEIN Date

YCTD Board Chair Date

ATTEST:

By: _____
YCTD Secretary Date

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BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

Topic: Adopt YCTD 2021 Public Transportation Agency Safety Plan and Resolution R 2021-08	Agenda Item#: Agenda Type:	4d
		Deliberation/*Action
		Attachments: Yes No
Prepared By: Jose Perez		Meeting Date: November 8, 2021

RECOMMENDATION:

It is recommended that the Yolo County Transportation District (YCTD) Board of Directors adopt the YCTD 2021 Public Transportation Agency Safety Plan and Resolution R 2021-08, required for compliance with Federal Transit Administration (FTA) regulations.

REASON FOR RECOMMENDATION:

As a direct recipient of federal funding, YCTD Public Transportation Agency Safety Plan (PTASP) must be approved annually by the Board of Directors to remain in compliance. The YCTD 2021 PTASP has been reviewed by staff and Transdev, updated to confirm safety targets remain reasonable and effective, and amended to reflect current YCTD staff roles, and responsibilities.

BACKGROUND:

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). YCTD is designated as a small operator per the definitions established by the FTA, and as a direct recipient of federal funding, the District must adopt and implement a PTASP. The YCTD Board of Directors adopted its initial PTASP in November 2020. The plan must be updated and certified by the transit agency annually.

The attached plan, YCTD 2021 PTASP, was reviewed and updated in partnership with YCTD's contract operator, Transdev, and their management team. The attached plan certifies and confirms already established safety and security practices, while also confirming established reasonable and quantifiable safety performance goals and metrics. Appendix 3 in the attached YCTD 2021 PTASP summarizes revisions made from the original plan adopted in 2020.

The YCTD PTASP will continue to be reviewed and updated annually, and as necessary, and be included as part of YCTD's annual federal certifications and assurances, confirming compliance with federal requirements.

BUDGET IMPACT:

The YCTD 2021 PTASP does not require additional costs to implement. Failure to adhere to the federal requirement for an adopted PTASP could result in delays or possible forfeiture of the available federal funds. Loss of the funding would result in dramatic impacts to revenues needed to provide YoloBus services, negatively impacting the District and local mobility.

RESOLUTION NO. R 2021-08

Resolution Adopting the Yolo County Transportation District 2021 Public Transportation Agency Safety Plan

WHEREAS, the Yolo County Transportation District (YCTD) directly operates, financially supports, and oversees safe, friendly, and well-utilized public transportation in Davis; and

WHEREAS, YCTD provides fixed-route, paratransit, and microtransit public transportation services throughout the counties of Yolo, Sacramento, and Solano, operated by contract with Transdev, Inc.; and

WHEREAS, the Federal Transit Administration (FTA), which provides significant annual funding to YCTD for public transportation, required public transportation operators to have a Board approved Public Transportation Agency Safety Plan (PTASP) by December 31, 2020 in order to continue to be eligible for federal transit funding; and

WHEREAS, YCTD adopted its initial PTASP in November 2020; and

WHEREAS, the YCTD PTASP but be reviewed at least annually thereafter; and

WHEREAS, the YCTD 2021 Public Transportation Agency Safety Plan formalizes safety programs and procedures already in place at YCTD and improves the safety risk management, safety assurance, and safety oversight processes; and

WHEREAS, the safe operation and provision of public transportation is a top priority of YCTD and its member jurisdictions.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, as follows:

1. The foregoing recitals, and each of them, are true and correct.
2. The YCTD Executive Director or a designee are hereby authorized to sign and implement the Public Transportation Agency Safety Plan for the Yolo County Transportation District as presented.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, this 8th day of November 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Don Saylor, Chair
Board of Directors

ATTEST:

Approved as to Form:

Kathy Souza, Clerk

Hope P. Welton, District Counsel



Yolo County Transportation District 2021 Public Transit Agency Safety Plan (PTASP)

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Transit Agency Information

Transit Agency: Yolo County Transportation District (Hereafter referred to as “YCTD”)

Transit Agency Address: 350 Industrial Way, Woodland, CA 95776

Accountable Executive: Autumn Bernstein, Executive Director

Chief Safety Officer: Jose Perez, Deputy Director of Operations, Planning, and Special Projects. Also serving as Chief Safety Officer

Modes of Service Cover by the PTASP: Fixed-route, Paratransit, Demand-response

List of FTA Funding Received: 5307, 5311, 5339

YCTD does not provide transit services to another transit agency or service.

Should YCTD begin to provide transit services to another transit agency or transit service in the future, this Plan will be updated. The arrangements for transit services provided to another transit agency or transit service will be summarized in the table below:

Other Transit Agency or Entity Served	Address	Description of the Arrangements
--	---------	------------------------------------

Plan Development, Approval, and Updates

Development

The Yolo County Transportation District drafted this plan. By signature below, the Accountable Executive confirms the development of this plan.

Autumn Bernstein, Executive Director

Date Signed

Record of Revisions

A table that records the history of revisions made to YCTD's PTASP is contained in Appendix 3 of this document. The history of the changes was placed in the appendix to help preserve the page numbering to the extent possible.

[Resolution of adoption to be inserted]

Annual Review and Update of the Public Transportation Agency Safety Plan (PTASP)

The YCTD PTASP review panel will consist of the Accountable Executive (i.e., Executive Director), Chief Safety Officer (i.e., Deputy Director of Operations, Planning, and Special Projects), and Contractor's: General Manager, Safety and Training Manager, Maintenance Manager, and Operations Manager.

YCTD's PTASP Review Panel will jointly review the PTASP:

- Annually, each year on or before October 30, and additionally when YCTD:
 - Determines its approach to mitigating safety deficiencies is ineffective;
 - Makes significant changes to service delivery;
 - Introduces new processes or procedures that may impact safety;
 - Changes or re-prioritizes resources available to support Safety Management Systems; and/or
 - Significantly changes its organizational structure.

Revisions will be submitted to the YCTD Board at their regular November meeting for consideration and approval. Amendments to the PTASP will be published to the employees and the public at large in accordance with YCTD's standard communication process.

Safety Performance Targets

YCTD will develop safety performance targets that will be reviewed and updated annually. The specific performance targets are based on the safety performance measures established under the *National Public Transportation Safety Plan* and any additional performance goals set by YCTD.

Safety Performance Targets

Mode of Transit Service	Fatalities (total)	Injuries (per 100,000 revenue miles)	Reportable Safety Events (per 100,000 revenue miles)	System Reliability (mechanical breakdowns)	Preventable Collision Accidents
Fixed-route	0	<1	<2	>=15,000 miles between	>=55,000 miles between
Paratransit	0	<1	<2	>=15,000 miles between	>=55,000 miles between
Demand-response	0	<1	<2	>=15,000 miles between	>=55,000 miles between

Safety Performance Target Coordination

Targets Transmitted to the State

State Entity Name	Date Targets Transmitted
Caltrans (California Department of Transportation) Brian Travis, Senior Transportation Planner Brian_travis@dot.ca.gov	[insert date] Planned for November 9, 2021

Targets Transmitted to the Metropolitan Planning Organization(s)

Metropolitan Planning Organization Name	Date Targets Transmitted
Sacramento Area Council of Governments (SACOG) Michael Rosson, Senior Transit Analyst mrosson@sacog.org	[insert date] Planned for November 9, 2021

Safety Management Policy

Safety Management Policy Statement

The Yolo County Transportation District (YCTD) will maintain an active Safety Management System (SMS) that encourages the open sharing of information on all safety issues. We expect our employees to report their safety concerns to agency management. No employee will be asked to compromise safety to “get the job done.”

Our overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations. To that end, we will continuously examine our operations for hazards. We will establish a non-punitive employee safety reporting program, train staff on safety management, document our findings and safety risk mitigations, and strive for continuous improvement of our safety performance.

As required by the Federal Transit Administration, we have established annual safety performance targets that are reasonable, measurable, and designed for continual improvement to help us measure the safety of our transit service. In addition, to address our overall safety objective, we will conduct hazard identification workshops with all frontline, supervisory, and management personnel during this calendar year. We will also work to increase the annual number of voluntary reports received from employees by ten percent and actively track our safety risk mitigations. To ensure we meet this objective, our safety department will report out on the number of:

- Safety training, including Hazard identification workshops carried out;
- Number and type of hazard reports received per employee versus the same period the prior year; and
- Number and type of safety risk mitigations implemented.

Ultimate responsibility for safety at YCTD rests with the Accountable Executive.

Responsibility for making our operations safer for everyone lies with each one of us – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure all reasonable steps are taken to perform activities established as part of the SMS.

Safety Management Policy Communication

The Safety Management Policy is available in all YCTD facility breakrooms and is available at the YCTD Executive Assistant’s desk for review. The Policy is also available online at:

http://www.yolobus.com/pdf/YCTD_Final_PTASP.pdf. The updated Safety Management Policy was shared with employees on November 16, 2020. Additionally, YCTD made the new/revised Safety Management Policy available to the public on the Yolobus website at: http://www.yolobus.com/pdf/YCTD_Final_PTASP.pdf.

Authorities, Accountabilities, and Responsibilities

Accountable Executive

The YCTD Accountable Executive reviewed the draft policy once it had been developed by our agency. Comments and recommended changes were taken into account when the final document was developed. The Accountable Executive then submitted the policy to the YCTD Board of Directors for consideration and approval. Once their approval was given, the Accountable Executive signed the policy. Additional responsibilities include, but are not limited to:

- Decision-making about resources (e.g. people and funds) to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents; and

- Endorsing SMS implementation team membership.

Chief Safety Officer

The YCTD Chief Safety Officer was the lead in developing the Safety Management Policy. The Chief Safety Officer worked with the Accountable Executive, Contractor's General Manager, Maintenance Manager, Operations Manager, and Safety and Training Manager, YCTD staff, and regional peer agency staff to develop the plan. The Chief Safety Officer was the team's liaison with the Accountable Executive. The Chief Safety Officer's duties include, but are not limited to:

- Developing and maintaining SMS documentation;
- Directing hazard identification and safety risk assessment;
- Monitoring safety risk mitigation activities;
- Providing periodic reports on safety performance;
- Briefing the Accountable Executive and Board of Directors on SMS implementation progress; and
- Planning safety management training.

Agency Leadership and Executive Management

Title/Role	Authorities, Accountabilities, and Responsibilities
Accountable Executive	<p>The YCTD Executive Director is the Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Controls and directs human and capital resources needed to develop and maintain the ASP and SMS; • Designates an adequately trained Chief Safety Officer who is a direct report; • Ensures that YCTD SMS is effectively implemented; • Ensures action is taken to address substandard performance in YCTD SMS; • Assumes ultimate responsibility for carrying out YCTD's ASP and SMS; and • Maintains responsibility for carrying out the YCTD's Transit Asset Management Plan.
Chief Safety Officer	<p>The Accountable Executive designates the Deputy Director of Operations, Planning, and Special Projects the YCTD Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Develops YCTD's ASP and SMS policies and procedures; • Ensures and oversees day-to-day implementation and operation of YCTD's SMS; • Manages YCTD's employee safety reporting systems such as incident and observation reports; • Establishes and maintains YCTD's Safety Risk Register and Safety Event Log to monitor and analyze trends in hazards, occurrences, incidents, and accidents; • Ensures safety topics are addressed in departmental meetings; • Advises the Accountable Executive on SMS progress and status; • Identifies substandard performance in YCTD's SMS and develops action plans for approval by the Accountable Executive;

- Ensures YCTD policies are consistent with YCTD safety objectives; and
 - Provides SRM expertise and support for other YCTD personnel in conducting and overseeing Safety Assurance activities.
- Contractor Leadership and Executive Management
- Agency contracted leadership and executive management also have authorities and responsibilities for day-to-day SMS implementation and operation of YCTD’s SMS under this plan. YCTD contracted Leadership and Executive Management include:
- General Manager
 - Safety and Training Manager
 - Operations Manager
 - Maintenance Manager
 - Human Resources Manager
 - Office Administrator
 - Route Supervisors and Dispatchers
 - Driver and Route Trainers

YCTD Leadership and Executive Management personnel have the following authorities, accountabilities, and responsibilities:

- Participate in monthly maintenance safety meetings and regular mandatory operations meetings;
- Complete training on SMS and YCTD ASP elements; Oversee day-to-day operations of the SMS in their departments;
- Modify policies in their departments consistent with implementation of the SMS, as necessary; and
- Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

Key Staff

Key Staff

YCTD uses weekly joint meetings with contracted staff to discuss key issues, including safety and security topics. YCTD and contracted staff conduct regular safety training, including quarterly and annual meetings to support its SMS and safety programs:

- Weekly joint meetings: Safety hazards reported will be jointly evaluated by the Safety and training Manager and the Chief Safety Officer during their weekly meeting. Safety topics from these weekly meetings will be discussed and improvements incorporated into future safety and security trainings. Discussion and feedback will be solicited or a working group with representatives from all departments will be formed to discuss and make recommendations for improvement. Information discussed in these meetings will be documented.

- Safety and Training Meetings: Safety issues are discussed and documented.
- Annual Meetings: Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these meetings will be documented.

Employee Safety Reporting Program (ESRP)

1. Two-Way Communication

Management recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

2. The Organization's System of Communication

The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable.

- An orientation program is given to all new employees and includes a review of the Injury & Illness Prevention Program and a discussion of policy and procedures that the employee is expected to follow.
- The transit system has safety meetings where safety is openly discussed by all present. Such meetings are held at least quarterly and all employees are expected to attend and are encouraged to participate in discussion.
- From time to time, written safety notifications are posted on transit system bulletin boards.
- Other methods of communicating pertinent health and safety information are used as they are identified.

3. Safety Suggestions and Hazard Reporting

- All employees are encouraged to inform their supervisors, or other management personnel of any matter which they perceive to be a workplace hazard, or a potential workplace hazard. They are also encouraged to report suggestions for safety improvement. This reporting can be done orally or preferably in writing. If done in writing, the notification may be given directly to the supervisor, the IIPP Administrator, or other management personnel.
- If an employee wishes to report anonymously, a hazard, safety suggestion, or other safety problem he or she can complete an Employee Report Form, not filling in their name.
- No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.
- Management reviews all suggestions and hazard reports.
- If employees provide their names in regard to the notification, they are informed of what is being done - within 5 working days of receipt.

Hazard Identification & Evaluation

Inspection of the workplace is our primary tool used to identify unsafe conditions and practices. While we encourage all employees to continuously identify and correct hazards and poor safety practices, certain situations require formal evaluation and documentation.

1. Safety Inspections

Internal safety inspections are conducted at least annually. Hazards found are corrected on the spot or recommendations are submitted for future corrections.

2. Additional Inspections

Inspections are also conducted in accordance with Cal-OSHA requirements:

- Whenever new substances, processes, procedures, or equipment present a new safety or health hazard.

- b. Whenever management/supervision become aware of a new or previously unrecognized hazard, either independently or by receipt of information from an employee.
- c. Whenever it is appropriate to conduct an unannounced inspection.

Reference the Yolobus Injury and Illness Prevention Plan (IIPP) for additional information.

Safety Risk Management

Safety Risk Management Process

Inspections are conducted and are an important source of information about hazards. Results from these inspections also help us identify areas where mitigations designed and adopted to manage safety risk are not being carried out as required. Inspections include personnel, vehicles, facilities, bus stops, and data that identify potential safety concerns or issues. Inspections focus on:

- Compliance checks, which may identify:
 - Non-compliance with safety rules;
 - Challenges in complying with safety rules; and
 - Emerging practices.
- Operations personnel fitness-for-duty checks, which may identify:
 - Impairment;
 - Fatigue;
 - Absence of corrective lenses;
 - Apparent injuries; and
 - Uniform or equipment issues.
- Radio or digital communication checks, which may identify radio failures, dead spots, and areas of high interference
- CDL and driver citations checks, which may identify driver non-compliance with driving regulations and requirements.
- Pre-trip inspections, which may identify instances of a bus beginning revenue service after failing a pre-trip inspection.
- Vehicle inspection, which may identify a series of defects in components and parts with the potential to impact the safety performance of the vehicle.
- Facilities inspections, which may identify conditions with the potential to impact safety.

Safety Risk Assessment

YCTD's Chief Safety Officer, along with the Safety and Training Manager, leads YCTD's Safety risk Management (SRM) process, working with Operations, Maintenance, and Administrative staff to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of YCTD's SRM process are documented in YCTD safety records.

YCTD's SRM process applies to all elements of our system including our operations and maintenance, facilities and vehicles, and personnel recruitment, training and supervision. In carrying out the SRM process, YCTD uses the following terms:

- Event – Any accident, incident, or occurrence.
- Hazard – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to YCTD; or damage to the environment.
- Risk – Composite of predicted severity and likelihood of the potential effect of a hazard.

- Risk Mitigation – Method(s) to eliminate or reduce the effects of hazards.
- Consequence – An effect of a hazard involving injury, illness, death, or damage to YCTD property or the environment.

Safety Risk Mitigation:

The safety hazard identification process offers YCTD the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- Employee safety reporting through observation reports, accident reports, emails to management, etc.,
- Review of vehicle & facility camera footage,
- Review of quarterly & annual performance data and safety performance targets,
- Maintenance reports and check in/check out sheets,
- Comments from customers and third parties, including Risk Management,
- Maintenance Safety Meetings, Operations Mandatory, and All-Staff Meetings,
- Results of audits and inspections of vehicles and facilities,
- Results of training reviews, employee evaluations, and ride-alongs,
- Investigations into safety events, incidents, and occurrences,
- FTA and other oversight authorities (mandatory information source), and
- Job Safety Analysis, using Employers First Reports (EFR) and workers compensation to identify hazards from reported injury and illnesses.

When a safety concern is observed by YCTD management or supervisory personnel, whatever the source, it is reported to the YCTD Chief Safety Officer and Safety and Training Manager. Procedures for reporting hazards to the YCTD Chief Safety Officer and Safety and Training Manager are reviewed during joint contractor meetings, mandatory safety meetings, and other applicable meetings. The YCTD Chief Safety Officer also receives employee reports from the ESRP process. The Safety and Training Manager, in coordination with the Chief Safety Officer, reviews these sources for hazards, and documents them within YCTD safety records.

Safety Performance Monitoring and Measurement

Through our Safety Assurance process, YCTD:

- Evaluates compliance with operations and maintenance procedures to determine whether existing rules and procedures are sufficient to control our safety risk,
- Assesses the effectiveness of safety risk mitigations to make sure mitigations are appropriate and are implemented as intended,
- Investigates safety events to identify causal factors, and
- Analyzes information from safety reporting, including data about safety failures, defects, or conditions.

In accordance with Per§ 673.27(b) – A transit agency must establish activities to:

- **§ 673.27(b)(1)** – *Monitor its system for compliance with, and sufficiency of, YCTD’s procedures for operations and maintenance;*
- **§ 673.27(b)(2)** – *Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;*
- **§ 673.27(b)(3)** – *Conduct investigations of safety events to identify causal factors; and*
- **§ 673.27(b)(4)** – *Monitor information reported through any internal safety reporting programs.*

YCTD and its contracted services team have processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections and observations,
- Incident and accident reports
- Regular review of on-board camera footage to assess drivers and specific incidents,
- Ride-alongs, evaluations, and training refreshers,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data relating to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends at a minimum annually by the Chief Safety Officer, in conjunction with the Safety Manager, to determine where corrective action needs to be taken. The Chief Safety Officer with the Safety Manager enters any identified non-compliant or ineffective activities, including mitigations, back into the review process for reevaluation.

Investigation

All accidents resulting in injury or property damage, however slight, including near misses, are investigated to determine the primary and contributing causes. This investigation is completed within seven working days of the initial report. This information is documented and analyzed to assist in obtaining corrective actions to prevent similar accidents from occurring in the future. The responsibility to see that this investigation is performed rests with the IIPP Administrator.

Reporting

All facts, findings, and recommendations are documented on an accident investigation report. Management reviews accident investigation reports with a view towards determining adequacy of corrective action.

Correction of Hazards

When a hazard exists, it is corrected on a timely basis based on the severity of the hazard. If imminent danger exists to any employees, management and supervision remove these employees from the danger at once, and personnel who are provided with the necessary safeguards correct the hazard.

Safety Promotion

Competencies and Training

YCTD requires employees and contractors, including the Chief Safety Officer and the Transit Agency's Board of Directors, to complete training to be able to fulfill their safety-related roles and responsibilities. Initial training will be completed at hire/assignment, and refresher training will be provided when behaviors indicate a need, and/or there are changes to the PTASP, operations, procedures, organizational structure, and when new hazards are identified and mitigation measures are developed.

Safety Communication

Safety Communication will be provided through Safety Training procedures as described below:

1 . Orientation - New Employees

If at all possible, Chief Safety Officer conducts the initial orientation on general safety within the first two days that the new employee is on the job. When an employee first starts to work, Chief Safety Officer or their qualified designee trains the employee in all aspects of safety. This training is completed to ensure the new employee knows how to recognize the hazards of the work environment and the required safety procedures to mitigate those hazards.

The manager or supervisor conducts this training and documents it by using the New Employee Safety Orientation Checklist. The manager or supervisor and the employee sign the Checklist when the training is completed. The Checklist then becomes a permanent part of the employee's personnel file.

All new hires are given a copy of the transit system's Injury & Illness Prevention Program and those rules and regulations (Code of Safe Practices) that apply to their work environment. The New Employee Safety Orientation Training Check List is filled out during the employee's initial on-the-job training.

2 . Specific Organizational-Wide Training

a. Disaster Preparedness

This training includes the organization's disaster preparation structure and how the employee fits into the structure, i.e., what the employee is to do under specific circumstances, such as fire, earthquake, medical emergency, and bomb threat.

b. First Aid and CPR Training

Designated employees receive first aid and CPR training in accordance with the American Red Cross and /or American Heart Association and /or other related agency requirements.

c. Defensive Driver Training

All employees who may drive on transit system business receive defensive driver training not less than every three years. Driving on organization business includes driving organization vehicles as well as personal vehicles.

d. Ergonomics

All employees receive ergonomic training for their specific jobs. As a minimum, each employee receives training on proper lifting techniques and, if necessary, computer workstation design.

3. Retraining

Reasons for retraining include change of job assignment, change of operations or materials, observation of poor work habits, or update of training methods. Such training includes general workplace safety and/or job-specific hazards, as applicable.

4. Specialized Training

a. Managers/supervisors/Chief Safety Officer/ IIPP Administrator:

- 1) Determine safety-training needs
- 2) Implement new training programs.
- 3) Evaluate the effectiveness of these programs.

b. In addition, training is provided whenever:

- 1) New substances, processes, procedures, or equipment pose a new hazard and there is a lack of skill or knowledge to deal with the situation.

2) Management, supervision, Chief Safety Officer, the IIPP Administrator become aware of a previously unrecognized hazard and there is a lack of skill or knowledge to deal with the hazard.

Reference Documents

1. YCTD System Safety Program Plan (SSPP)
2. Yolobus Injury & Illness Prevention Program (IIPP)

Appendix 1: Glossary of Terms

Term	Definition
Accident	Accident means an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause. (per § 673.5)
Accountable Executive	<p>§ 673.5 Definitions – Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out YCTD’s Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both YCTD’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and YCTD’s Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.</p> <p>§ 673.23(d)(1) – The transit agency must identify an Accountable Executive. The Accountable Executive is accountable for ensuring that YCTD’s SMS is effectively implemented throughout YCTD’s public transportation system. The Accountable Executive is accountable for ensuring action is taken, as necessary, to address substandard performance in YCTD’s SMS. The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the transit agency’s safety performance cannot be delegated and always rests with the Accountable Executive.</p>
Chief Safety Officer/SMS Executive	<p>§ 673.31 Definitions – Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.</p> <p>Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.</p> <p>§ 673.23(d)(2) – The Accountable Executive must designate a Chief Safety Officer or SMS Executive who has the authority and responsibility for day-to-day implementation and operation of an agency’s SMS. The Chief Safety Officer or SMS Executive must hold a direct line of reporting to the Accountable Executive. A transit agency may allow the Accountable Executive to also serve as the Chief Safety Officer or SMS Executive.</p>
Consequence	Consequences are outcomes or what those conditions can cause. Transit agencies should assess the likelihood and severity of the <i>consequences</i> of a hazard, not of the hazard itself. (per § 673.5)
Event	Event means any Accident, Incident, or Occurrence. (per § 673.5)
Fatalities	Deaths, excluding suicides or trespassers.
Hazard	Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. Hazards are conditions. (per § 673.5)

Term	Definition
Incident	Incident means an Event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency. (per § 673.5)
Injuries	Not including assaults or injuries due to crimes.
Occurrence	Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency. (per § 673.5)
Performance Target	Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA). (per § 673.5)
Safety Event	Reportable derailments, collisions, fires, and evacuations.
Safety Performance Target	Safety performance target means a Performance Target related to safety management activities. (per § 673.5)
Serious Injury	Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface. (per § 673.5)

Appendix 2: 2018 NTD Safety & Security Quick Reference Guide – Non-Rail Mode Reporting

Reportable Event: A safety or security event occurring: on transit right-of-way or infrastructure, at a transit revenue facility, at a maintenance facility or rail yard, during a transit-related maintenance activity, or involving a transit revenue vehicle. Excluded from this event reporting requirement are events that occur off transit property where affected persons, vehicles, or objects come to rest on transit property after the event, OSHA events in administrative buildings, deaths that are a result of illness or other natural causes, other events (assault, robbery, non-transit vehicle collisions, etc.) occurring at bus stops or shelters that are not on transit-controlled property, collisions that occur while travelling to or from a transit-related maintenance activity, collisions involving a supervisor car, or other transit service vehicle operating on public roads. Alaska (AR) and Commuter rail (CR) modes report only SECURITY events that meet a Major event threshold.

S&S-40 Major Event Report	S&S-50 Non-Major Monthly Summary
MAJOR THRESHOLDS	NON-MAJOR THRESHOLDS
<p>An event meeting the reportable event definition AND meeting <i>one or more</i> of the following reporting thresholds:</p> <ul style="list-style-type: none"> • A fatality confirmed within 30 days (including suicide) • An injury requiring transport away from the scene for medical attention for one or more persons (partial exception in the case of Other Safety Events) • Estimated property damage equal to or exceeding \$25,000 • An evacuation for life safety reasons • Collisions involving transit roadway revenue vehicles that require towing away of a transit roadway vehicle or other non-transit roadway vehicle <p>Reports are due within 30 days of the date of the event.</p>	<p>Less severe Other Safety Occurrence Not Otherwise Classified (OSONOC) injuries meeting the reportable event definition that is NOT a result of a collision, derailment, evacuation, security event, hazmat spill, or Act of God and non-major fires.</p> <p>OSONOC:</p> <ul style="list-style-type: none"> • Single injury event requiring transport away from the scene for medical attention (do not report “minor” collisions on S&S-50) <p>Fires:</p> <ul style="list-style-type: none"> • Requires suppression that does not meet a major incident reporting threshold <i>injury, fatality, evacuation, or property damage of \$25,000 or more</i>) <p>Reports due by the end of the following month (e.g., January data due by end of February)</p>

S&S-40 Major Event Report	S&S-50 Non-Major Monthly Summary
EVENT TYPES	EVENT TYPES
<ul style="list-style-type: none"> • A collision (including suicide/attempted suicide) • A fire • A hazardous material spill (requires <i>specialized</i> clean-up) • Acts of God (nature) • System security: <ul style="list-style-type: none"> ○ Arson ○ Bomb threat/bombing ○ Burglary/vandalism ○ Chemical/biological/radiological/nuclear release ○ Cyber security event ○ Hijacking ○ Sabotage ○ Suspicious package ○ Other security event (shots fired, projectiles, etc.) • Personal Security: <ul style="list-style-type: none"> ○ Assault ○ Homicide ○ Robbery ○ Larceny/theft ○ Motor vehicle theft ○ Rape ○ Other personal security events (non-collision suicide/attempted suicide, etc.) • OSONOC (two injuries and/or another threshold) <ul style="list-style-type: none"> ○ Miscellaneous events that meet a threshold 	<p>OSONOC:</p> <p>Injury due to:</p> <ul style="list-style-type: none"> • Slip/trip • Fall <ul style="list-style-type: none"> ○ Including person making contact with a non-moving transit vehicle • Injury to maintenance workers • Boarding/alighting • Electric shock/burns • Abrupt or evasive transit vehicle maneuvers • Mobility device (e.g. wheelchair) securement issues • Injury sustained on a mobility device lift • Stairs/elevator/escalator injury <p>Fire:</p> <ul style="list-style-type: none"> • Requires suppression but no major threshold is met <ul style="list-style-type: none"> ○ Small fire in transit station ○ Small engine fire on transit vehicle

Appendix 3: Record of Revisions

A table that records the history of revisions made to YCTD's PTASP is contained in the table that follows. The history of the changes was placed in this appendix to help preserve the page numbering to the extent possible.

Plan Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
2021	Transit Agency Information, pg. 1	New Accountable Executive (Autumn Bernstein, YCTD Executive Director)	10/29/2021
2021	Plan Development, Approvals, Updates, pg. 2	New Accountable Executive (Autumn Bernstein, YCTD Executive Director)	10/29/2021
2021	Safety Performance Targets, pg. 5	Updated dates of transmittal to State and MPO	10/29/2021

BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776 --- (530) 661-0816

Topic: Declare Buses 740 and 747 (2008 Orion VII buses) as Surplus Property and Authorize Disposal	Agenda Item #: Agenda Type:	4e Deliberation/Action		
		Attachments	Yes	No
Prepared by: Jose Perez		Meeting Date: November 8, 2021		

RECOMMENDATION:

It is recommended that the Yolo County Transportation District Board of Directors declare the following buses as surplus to the District's needs and authorize the disposal thereof.

ASSET	Fleet #	VIN	Age	Mileage as of 10/31/2021
One (1) 2008 Orion VII CNG Bus	740	1VHGH3W2X86703572	13	706,340
One (1) 2008 Orion VII CNG Bus	747	1VHGH3W2686703584	13	723,365

REASON FOR RECOMMENDATION:

These buses have operated beyond their normal useful life, accruing well over the FTA defined 500,000-mile useful life and also serving beyond the FTA defined 12-year useful life. Both buses were also damaged earlier this year, removing them from the available revenue service fleet.

BACKGROUND:

The buses described above are over 13 years old. At the time of their procurement to the YCTD fleet, FTA required that federally funded buses of this size have a useful life of at least 500,000 miles or 12 years, whichever occurs first. These vehicles were damaged during an incident earlier this year and initial repair estimates (\$43,010 for 740, and \$31,642 for 747) were determined to be excessive given the age and remaining useful life of the vehicles, even if repaired.

BUDGET IMPACT:

None, other than removing the asset from YCTD's inventory list. All sales proceeds will benefit YCTD. Such proceeds are not in the adopted budget. The amount of revenue that will be generated from their sale is unknown, but not expected to be significant.

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BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

Topic: Approve Contract Amendment with Transdev to Increase Wages	Agenda Item#: Agenda Type:	6	
		Deliberation/*Action	
		Attachments:	Yes No
Prepared By: Autumn Bernstein		Meeting Date: November 8, 2021	

RECOMMENDATION:

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors consider and approve the attached amendment to our contract with Transdev in order to increase wages for Yolobus drivers and other staff.

REASON FOR RECOMMENDATION:

Increasing wages for Yolobus drivers will mitigate the driver shortage which has significantly impacted Yolobus service. Staff anticipates that the wage increase will assist in retaining existing drivers and recruiting new drivers, allowing us to avoid additional service cuts and move more quickly to restore suspended services and implement the YoloGo plan in the near term. Over the long term, staff anticipates that increased wages will reduce turnover and allow for a more stable and experienced Yolobus workforce.

BACKGROUND:

YCTD contracts with Transdev to provide all necessary operational, maintenance, utility, and administrative staff to deliver all Yolobus services including fixed-route, paratransit, and microtransit. Over the course of the pandemic, staff retention decreased and recruitment rates also slowed. This trend is not unique to Yolobus or Transdev. Indeed, most transit agencies in the US are experiencing similar challenges, and there are pandemic related labor shortages across the economy.

On September 1, 2021, Transdev informed YCTD staff that there had been a sharp increase in voluntary terminations of bus operators, and as a result Transdev would be unable to meet the planned expansion of the Route 42 and the temporary local fixed-route assistance in Davis.

In response to this unexpected change in driver resources, YCTD took the following immediate actions:

- Reduced the amount of temporary assistance in Davis by approximately half;
- Indefinitely postponed the Route 42 expansion;
- Temporarily suspended all remaining express/commute services, including Routes 43, 43R and 45.

These changes in service took effect on September 22, 2021. Since that time, the Transdev workforce has remained largely stable, with no significant increase or decrease in staffing levels. YCTD staff meet weekly with Transdev and receive a report on their ongoing recruitment efforts. Despite a robust, ongoing recruitment effort, Transdev has been unsuccessful in recruiting sufficient drivers to reinstate suspended service or implement planned expansions.

Staff initiated discussions with Transdev to determine the root causes of the driver shortage and what actions we could take to increase driver retention and recruitment. Information from exit interviews and a survey of wage comparisons in the region have made it clear that Yolobus driver wages are not competitive in this current environment, even with a modest wage increase that took effect on September 1, 2021.

Yolobus has had high turnover since before the pandemic. According to information provided by Transdev, approximately 30% of the Yolobus workforce has turned over every year for the last three years – a rate higher than the industry average. Before the pandemic, it appears that Transdev was able to address this high turnover rate by continually recruiting and training new drivers. Now, the pandemic labor market has made it more difficult to fill those vacancies. Reducing our turnover rate would be beneficial in any circumstance because it would result in a more experienced, stable workforce, but the current labor market has made this an imperative.

Transdev’s ability to increase wages is constrained by our contract with them. In order to significantly increase wages, YCTD must increase the rate of compensation that we provide to Transdev. Over the last six weeks, YCTD staff has met regularly with Transdev to develop the attached proposal for increasing wages for YCTD operators, dispatchers, mechanics and other essential staff.

The proposed contract amendment and associated documents are included in this packet for your review and discussion:

- Proposed Amendment to Agreement No. 2018-06 providing for an increase in compensation to Transdev;
- Exhibit E: Proposed Unit Pricing with Revised Year 4-12 Rates
 - Note: we have included two versions of Exhibit E, one which provides the costs at current service levels and planned service levels (‘Expansion’). The unit prices are the same in both versions, only the total costs differ based on the increased revenue miles and revenue hours in the Expansion version.
- Attachment 1: Transdev Request for Rate Adjustment for Employee Wage Increases

BUDGET IMPACT:

The annual cost of providing the wage increase at current service levels is \$633,933 per year, rising to \$662,887 at planned service levels (including restoration of suspended services and YoloGo implementation). This represents a 5-8% increase in annual cost of Yolobus fixed route and paratransit service.

In the short and medium term, pandemic relief funds will be able to cover this increase through FY 2024/2025. Over the longer term, YCTD will need to reduce the amount of LTF funds returned to member jurisdictions, unless other funding sources become available.

Second Amendment to Agreement No. 2018-06

This Second Amendment to Agreement No. 2018-06 (Second Amendment), made and entered into this day of November 9, 2021 (the “Effective Date”) by and between the YOLO COUNTY TRANSPORTATION DISTRICT, a public agency, (YCTD”), and TRANSDEV SERVICES, INC. (CONTRACTOR), herein referred to as the “Parties” and who agree as follows.

WHEREAS, on July 19, 2018, YCTD and CONTRACTOR entered into Agreement No. 2018-06 (Agreement) pursuant to which CONTRACTOR implements, operates and maintains basic transportation services for YCTD’s public transportation system for cities in Yolo County, California; and

WHEREAS, pursuant to the terms of the Agreement, CONTRACTOR is required to recruit, train and supervise sufficient qualified vehicle operators, mechanics, dispatchers, reservation clerks, and supervisors (“System Employees”) to operate and maintain the YCTD System of fixed route and paratransit vehicles, in accordance with the schedules and routes required under the Agreement; and

WHEREAS, the current employment market and circumstances associated with the COVID19 pandemic has made it challenging for CONTRACTOR to recruit, train and maintain a workforce of System Employees sufficient to satisfy the scheduling and services requirements of the Agreement; and

WHEREAS, the Parties attempted to maintain a sufficient workforce at the start of the COVID pandemic through the First Amendment to the Agreement, Agreement No. 2020-01 (First Amendment); and

WHEREAS, the First Amendment is no longer effective on its own; and

WHEREAS, YCTD is prepared to provide CONTRACTOR with an increase in compensation provided under the Agreement so as to permit CONTRACTOR to increase the average hourly wages paid by CONTRACTOR to its workforce of System Employees as set forth herein; and

WHEREAS, YCTD desires to permanently increase the compensation paid CONTRACTOR for services provided pursuant to the Agreement by amending the Fixed, Variable and Mileage Rates set forth in Exhibit E to the Agreement; and

WHEREAS, the Parties agree that further discussions are necessary to ensure that the correct agreements are in place to allow YCTD to effectively run its public transportation system.

NOW, THEREFORE, for and in consideration of all the covenants, conditions and agreements set forth herein, the Parties agree as follows:

1. Exhibit E to the Agreement is amended to read as attached.
2. As of the Effective Date, or as soon as can be reasonably implemented in accordance with applicable collective bargaining agreements and CONTRACTOR employment policies and procedures, CONTRACTOR shall increase the hourly wage rates as detailed in the Transdev Request for Rate Adjustment for Employee Wage Increases dated November 2, 2021, attached hereto as Attachment 1.
3. It is understood and agreed that in the event of failure by CONTRACTOR to maintain the level of service in place at the time this Amendment is executed, in addition to all other remedies penalties and damages provided by law and in the Agreement, YCTD may deduct \$11,300 per week that CONTRACTOR provides a decreased

level of service from the amounts due CONTRACTOR. This weekly level of service shall be defined as 2,396 one-way trips per week, running from Monday to Sunday, without a reduction in the availability of demand-responsive services such as YoloBus Special, Microtransit, etc.

4. Should YCTD elect to waive its remedies for any failure of Contractor to provide the level of service required by this Amendment, such waiver by YCTD shall not limit YCTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Amendment or the Agreement. The Parties further agree that the decision of the Executive Director, or his/her designee, is final with respect to any assessment of penalties. Both Parties agree that the assessment of penalties shall not lessen the YCTD's right to declare a material breach of the Agreement or this Amendment.
5. The Parties agree to continue discussions and collaboration around efforts to ensure that the correct agreements are in place to allow YCTD to effectively run its public transportation system, including a complete review of all agreements currently in place.
6. All attachments to this Second Amendment are incorporated herein by this reference.
7. All other terms and conditions of the Agreement, except as modified by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Agreement No. 2018-06 as of the Effective Date above.

YOLO COUNTY TRANSPORTATION DISTRICT

By: _____

APPROVED AS TO FORM:

Hope P. Welton, YCTD Legal Counsel

CONTRACTOR

By: _____

Exhibit E:

Proposed Unit Pricing with Revised Year 4-12 Rates

Exhibit E: Unit Costs at Current Service Levels

Firm Name:

Transdev, Inc.

Exhibit E, Sheet 2: Proposed Unit Pricing, Years 1-12

FIXED ROUTE				PARATRANSIT			
Revenue Miles		1,773,684		363,027			
Revenue Hours:		83,684		14,508			
Start Date	End Date			Start Date	End Date		
Year 1	August 1, 2018	July 31, 2019	Fixed Route	Year 1		Paratransit	
Per Month			\$ 180,019.13	Per Month		\$ 23,136.46	
Per Revenue Hour			\$ 35.68305	Per Revenue Hour		\$ 62.73	
Per Revenue Mile			\$ 0.761673			\$ 1,416,242.28	
			\$ 7,594,213.31				
Year 2	August 1, 2019	July 31, 2020	Fixed Route	Year 2		Paratransit	
Per Month			\$ 184,462.97	Per Month		\$ 23,828.20	
Per Revenue Hour			\$ 36.71	Per Revenue Hour		\$ 64.71	
Per Revenue Mile			\$ 0.80			\$ 1,460,417.52	
			\$ 8,158,799.28				
Year 3	August 1, 2020	July 31, 2021	Fixed Route	Year 3		Paratransit	
Per Month			\$ 191,151.22	Per Month		\$ 24,551.22	
Per Revenue Hour			\$ 38.22	Per Revenue Hour		\$ 67.475	
Per Revenue Mile			\$ 0.83			\$ 1,519,359.15	
			\$ 8,477,850.67				

REVISED YEAR 4 - 12 RATES

Year 4	August 1, 2021	July 31, 2022	Fixed Route	
Per Month			\$ 192,932.25	0.93%
Per Revenue Hour			\$ 43.57	14.01%
Per Revenue Mile			\$ 0.88	5.14%
			\$ 7,517,714.35	
Year 5	August 1, 2022	July 31, 2023	Fixed Route	
Per Month			\$ 197,581.91	2.41%
Per Revenue Hour			\$ 44.62	2.41%
Per Revenue Mile			\$ 0.90	2.16%
			\$ 7,695,311.51	
Year 6	August 1, 2023	July 31, 2024	Fixed Route	
Per Month			\$ 203,252.51	2.87%
Per Revenue Hour			\$ 45.90	2.87%
Per Revenue Mile			\$ 0.92	3.19%
			\$ 7,920,778.95	
Year 7	August 1, 2024	July 31, 2025	Fixed Route	
Per Month			\$ 209,898.87	3.27%
Per Revenue Hour			\$ 47.40	3.27%
Per Revenue Mile			\$ 0.96	4.00%
			\$ 8,191,764.80	
Year 8 (Option Year)	August 1, 2025	July 31, 2026	Fixed Route	
Per Month			\$ 215,381.43	2.61%
Per Revenue Hour			\$ 48.64	2.61%
Per Revenue Mile			\$ 0.99	2.70%
			\$ 8,407,235.18	
Year 9 (Option Year)	August 1, 2026	July 31, 2027	Fixed Route	
Per Month			\$ 221,067.50	2.64%
Per Revenue Hour			\$ 49.92	2.64%
Per Revenue Mile			\$ 1.02	2.76%
			\$ 8,631,288.94	
Year 10 (Option Year)	August 1, 2027	July 31, 2028	Fixed Route	
Per Month			\$ 227,726.05	3.01%
Per Revenue Hour			\$ 51.43	3.01%
Per Revenue Mile			\$ 1.05	3.19%
			\$ 8,893,910.32	
Year 11 (Option Year)	August 1, 2028	July 31, 2029	Fixed Route	
Per Month			\$ 233,706.14	2.63%
Per Revenue Hour			\$ 52.78	2.63%
Per Revenue Mile			\$ 1.08	2.76%
			\$ 9,130,325.02	
Year 12 (Option Year)	August 1, 2029	July 31, 2030	Fixed Route	
Per Month			\$ 239,198.23	2.35%
Per Revenue Hour			\$ 54.02	2.35%
Per Revenue Mile			\$ 1.10	2.59%
			\$ 9,346,324.17	

Year 4	Paratransit		MICROTRANSIT	New rate
Per Month	\$ 26,749.35	8.95%	KL ROUTE	\$ 44.50
Per Revenue Hour	\$ 73.79	9.35%	W ROUTE	\$ 50.81
	\$ 1,391,525.75			
Year 5	Paratransit		FR - UC DAVIS SHUTTLE	
Per Month	\$ 27,394.01	2.41%	PER HOUR	\$ 49.99
Per Revenue Hour	\$ 75.57	2.41%	PER MILE	\$ 0.7841
	\$ 1,425,061.52			
Year 6	Paratransit			
Per Month	\$ 28,180.22	2.87%		
Per Revenue Hour	\$ 77.73	2.87%		
	\$ 1,465,960.79			
Year 7	Paratransit			
Per Month	\$ 29,101.71	3.27%		
Per Revenue Hour	\$ 80.28	3.27%		
	\$ 1,513,897.71			
Year 8 (Option Year)	Paratransit			
Per Month	\$ 29,861.85	2.61%		
Per Revenue Hour	\$ 82.37	2.61%		
	\$ 1,553,440.71			
Year 9 (Option Year)	Paratransit			
Per Month	\$ 30,650.20	2.64%		
Per Revenue Hour	\$ 84.55	2.64%		
	\$ 1,594,451.55			
Year 10 (Option Year)	Paratransit			
Per Month	\$ 31,573.39	3.01%		
Per Revenue Hour	\$ 87.05	3.01%		
	\$ 1,642,476.43			
Year 11 (Option Year)	Paratransit			
Per Month	\$ 32,402.50	2.63%		
Per Revenue Hour	\$ 89.38	2.63%		
	\$ 1,685,607.86			
Year 12 (Option Year)	Paratransit			
Per Month	\$ 33,163.96	2.35%		
Per Revenue Hour	\$ 91.48	2.35%		
	\$ 1,725,219.65			

Fixed Route Total		Paratransit Total		TOTAL FOR BOTH FIXED ROUTE & PARATRANSIT
7-Year Base Total	\$ 55,856,433	7-Year Base Total	\$ 10,192,465	\$ 66,048,898
5-Year Option Total	\$ 44,411,084	5-Year Option Total	\$ 8,201,196	\$ 52,612,280
Total	\$ 100,267,516	Total	\$ 18,393,661	\$ 118,661,177

Exhibit E: Unit Costs at Planned (Expansion) Service Levels

Firm Name: **Transdev, Inc.**

Exhibit E, Sheet 2: Proposed Unit Pricing, Years 1-12

		FIXED ROUTE		PARATRANSIT									
Revenue Miles		1,885,051		363,027									
Revenue Hours:		89,489		14,508									
Start Date		End Date											
August 1, 2018		July 31, 2019		Year 1									
Per Month		\$ 180,019.13		Per Month		\$ 23,136.46							
Per Revenue Hour		\$ 36.68306		Per Revenue Hour		\$ 62.73							
Per Revenue Mile		\$ 0.761673											
		\$ 7,894,213.31				\$ 1,416,242.28							
August 1, 2019		July 31, 2020		Year 2		Per Month		\$ 23,828.20					
Per Month		\$ 184,462.97		% Change		2.41%		Per Revenue Hour		\$ 64.71			
Per Revenue Hour		\$ 36.71		2.87%				Per Revenue Mile		\$ 0.80			
Per Revenue Mile		\$ 0.80		5.96%						\$ 1,460,417.52			
		\$ 8,158,799.28											
August 1, 2020		July 31, 2021		Year 3		Per Month		\$ 24,561.22					
Per Month		\$ 191,161.22		1.63%		Per Revenue Hour		\$ 67.475					
Per Revenue Hour		\$ 38.22		4.11%		Per Revenue Mile		\$ 0.83					
Per Revenue Mile		\$ 0.83		3.86%						\$ 1,519,359.15			
		\$ 8,477,850.67											
REVISED YEAR 4 - 12 RATES													
August 1, 2021		July 31, 2022		Year 4		Per Month		\$ 26,749.35		MICROTRANSIT		New rate	
Per Month		\$ 192,963.25		0.96%		Per Revenue Hour		\$ 73.79		KL ROUTE		\$ 44.52	
Per Revenue Hour		\$ 43.59		14.96%						W ROUTE		\$ 50.83	
Per Revenue Mile		\$ 0.88		5.15%						FR - UC DAVIS SHUTTLE		\$ 50.01	
		\$ 7,870,725.37								PER MILE		\$ 0.7842	
August 1, 2022		July 31, 2023		Year 5		Per Month		\$ 27,394.01					
Per Month		\$ 197,613.66		2.41%		Per Revenue Hour		\$ 76.67					
Per Revenue Hour		\$ 44.64		2.41%									
Per Revenue Mile		\$ 0.90		2.18%									
		\$ 8,056,604.89											
August 1, 2023		July 31, 2024		Year 6		Per Month		\$ 28,180.22					
Per Month		\$ 203,286.17		2.87%		Per Revenue Hour		\$ 77.73					
Per Revenue Hour		\$ 46.92		2.87%									
Per Revenue Mile		\$ 0.93		3.16%									
		\$ 8,292,731.59											
August 1, 2024		July 31, 2025		Year 7		Per Month		\$ 29,101.71					
Per Month		\$ 209,932.60		3.27%		Per Revenue Hour		\$ 80.28					
Per Revenue Hour		\$ 47.42		3.27%									
Per Revenue Mile		\$ 0.96		4.88%									
		\$ 8,576,633.73											
August 1, 2025		July 31, 2026		Year 8 (Option Year)		Per Month		\$ 29,861.85					
Per Month		\$ 215,416.04		2.61%		Per Revenue Hour		\$ 82.37					
Per Revenue Hour		\$ 48.66		2.61%									
Per Revenue Mile		\$ 0.99		2.76%									
		\$ 8,802,251.33											
August 1, 2026		July 31, 2027		Year 9 (Option Year)		Per Month		\$ 30,660.20					
Per Month		\$ 221,103.02		2.64%		Per Revenue Hour		\$ 84.66					
Per Revenue Hour		\$ 49.95		2.64%									
Per Revenue Mile		\$ 1.02		2.76%									
		\$ 9,036,965.80											
August 1, 2027		July 31, 2028		Year 10 (Option Year)		Per Month		\$ 31,673.39					
Per Month		\$ 227,762.64		3.81%		Per Revenue Hour		\$ 87.09					
Per Revenue Hour		\$ 51.45		3.81%									
Per Revenue Mile		\$ 1.05		3.16%									
		\$ 9,311,869.68											
August 1, 2028		July 31, 2029		Year 11 (Option Year)		Per Month		\$ 32,402.60					
Per Month		\$ 233,743.69		2.63%		Per Revenue Hour		\$ 89.38					
Per Revenue Hour		\$ 52.80		2.63%									
Per Revenue Mile		\$ 1.08		2.78%									
		\$ 9,559,439.95											
August 1, 2029		July 31, 2030		Year 12 (Option Year)		Per Month		\$ 33,163.96					
Per Month		\$ 239,236.67		2.36%		Per Revenue Hour		\$ 91.48					
Per Revenue Hour		\$ 54.04		2.36%									
Per Revenue Mile		\$ 1.10		2.53%									
		\$ 9,787,739.50											
		Fixed Route Total											
7-Year Base Total		\$ 57,327,559		7-Year Base Total		\$ 10,192,465							
5-Year Option Total		\$ 46,498,166		5-Year Option Total		\$ 8,201,196							
Total		\$ 103,825,725		Total		\$ 18,393,661							

Attachment 1:

Transdev Request for Rate Adjustment for Employee Wage Increases



November 3, 2021

TO: Yolo County Transportation District
Autumn Bernstein, Executive Director
Board of Directors

FM: Transdev Services, Inc.
Ron Bushman, Regional Vice President

RE: Transdev Request for Rate Adjustment for Employee Wage Increases

Transdev has been working with YCTD staff to assess the current labor market, which has become increasingly competitive. Transdev is having difficulty in hiring and retaining team members due to the unprecedented state of the employment market and competition in the region offering higher wages, primarily bus operators. Planned YoloBus service requires 72 operators, and today we have 48 operators. We need to increase staffing to restore suspended services and implement the YoloGo plan.

As a result of the shortage of operators, Transdev conducted a comprehensive wage and market analysis to support appropriate wage increases for all positions to bring YoloBus wages in line with the market. By increasing the wages of the workforce, we support the goal of stabilizing and strengthening the system by rebuilding the operator workforce and enabling full implementation of the YoloGo Plan.

The proposed wage increase amounts to \$633,933 annually based on 83,684 revenue vehicle hours, RVH (the last 3 months average service hours), increasing to \$662,887 annually when YoloGo is fully implemented (total of 89,489 RVH).

Increasing wages will have a significant effect on Transdev's ability to recruit and retain employees. Most of the feedback we received during exit interviews centers around improved pay and benefits at competition and fast track programs offered to advance in the wage scale (primarily SacRT) more quickly.

However, the culture of Transdev's location has an impact on our ability to retain our valued team members. Transdev has a strong local employee culture that has been built over the last 18 years. As pandemic restrictions have lifted, we have brought back our monthly BBQs and weekly lunch day. Our team has always been celebrated with our local KUDOS wall, birthday cards from the management team, and other gifts from Transdev for various occasions.

Transdev is also working with Yolo County Employee Development Department (EDD), has YoloBus/Transdev recruiting focused social media accounts, and holds regular job fairs to keep a steady stream of applicants. Further, they are working to become a DMV Testing Site which will accelerate the timeline from Operator date of hire to providing revenue service to our passengers. Transdev currently offers the following bonuses:

- Signing Bonus - \$3,500 (CDL) or \$2,500 (non-CDL)
- Referral Bonus - \$600
- Safety Bonus - \$1,000/year
- ASE Certification Bonus – up to \$3,000/year

YCTD is a flagship contract for Transdev in its Northern California region since 2003 and continuation of our agreement is part of our long-term financial plan. YCTD is just one example of the many long-term relationships we have. Our average tenure in the Northwest region is more than 11 years. This is a record unmatched by our competitors and we are very proud of it. It is our intention to continue to support the needs of YCTD through this contract and through new initiatives such as Microtransit and MaaS planning that is currently underway.

Wage comparisons were based on the geographic market with an emphasis on wages provided by Sacramento Regional Transit District (SacRT), as this is the primary competition for employees. This review resulted in the following recommendations:

Operators

Currently, Transdev's overall average Operator wage is **\$22.06**; however, the average wage for Operators with 1 – 4 years of seniority is **\$17.27**.

Transdev recommends eliminating the training rate, increasing the starting rate by \$3.25, and increasing the scale by \$1.00 for each year of seniority until the last, which would be a \$2.00 increase. The increase in the last step is higher because this is the top of the scale, and we want to encourage retention of the most experience operators beyond the fifth year.

These increases will amend the existing wage scale for adequate balance throughout and eliminate the existing wage compression during the first four years of seniority which has a negative impact on operator retention in this market. Operators will be more likely to stay with Yolobus/Transdev following training when they have more meaningful increases at each seniority/anniversary date. The table below indicates the current and proposed operator average wages.

Seniority	Current	Proposed	Increase
0 - 1 year	\$17.00	\$20.25	\$3.25
1 - 2 years	\$17.05	\$21.25	\$4.20
2 - 3 years	\$17.20	\$22.25	\$5.05
3 - 4 years	\$17.30	\$23.25	\$5.95
4 - 5 years	\$18.07	\$24.25	\$6.18
5 + years	\$24.58	\$26.58	\$2.00

Operations Staff

The Operator wage rate drives the wage rates for the rest of the positions within the operation. We based rates for dispatchers, road supervisors, and other progressively responsible positions on the Operator rate to ensure the appropriate gap for supervisory purposes.

Transdev recommends applying the same increase provided to the Operators to the wage scale for the operations support positions. This maintains the appropriate wage gap for the reasons mentioned above.

Position	Current	Proposed	Increase
Road Supervisors	\$21.63 - \$28.08	\$24.62 - \$31.07	\$2.99
Dispatchers	\$19.00 - \$26.87	\$21.99 - \$29.86	\$2.99
CSRs	\$16.13 - \$21.01	\$19.12 - \$24.00	\$2.99

Maintenance

The maintenance wages are less affected by the rates for the operations positions; however, a review identified some areas for adjustment to ensure that we remain competitive and encourage retention and skills development. The recommended increase for the maintenance lead tech includes a \$1.00 night shift premium to encourage lead techs to take the position. Historically, the night lead technician role has been difficult to fill. The primary competition for our maintenance positions comes from heavy duty maintenance shops outside of the transit industry, as well as the Sacramento Airport and ~~SacRT~~.

Position	Current	Proposed	Increase
Lead Tech	\$39.28	\$40.28	\$1.00
A Tech	\$37.81	\$38.81	\$1.00
B Tech	\$30.20	\$31.20	\$1.00
C Tech	\$21.82	\$23.82	\$2.00
Parts Clerks	\$19.18 - \$19.95	\$22.17 - \$22.94	\$2.99
Utility	\$17.91	\$18.41	\$0.50
Cleaner	\$14.85	\$15.35	\$0.50

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BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---(530) 661-0816

Topic: Establish an I-80 Managed Lanes Subcommittee	Agenda Item#: Agenda Type:	7
		Deliberation/Action
		Attachments: Yes No
Prepared By: Autumn Bernstein		Meeting Date: November 8, 2021

RECOMMENDATION:

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors establish an Interstate 80 Managed Lanes Subcommittee to:

- Represent the YCTD Board in project development discussions with our partners at Caltrans, SACOG, FHWA and other interested parties;
- Work with staff to develop recommendations for Board consideration;
- Provide monthly reports to the full Board and seek direction on key issues;
- Provide advice, consultation and nimble guidance to staff to implement the Board's vision.

While this project has implications for all of the YCTD service territory and the entire region, the proposed project directly affects the geographic territory of three member jurisdictions represented on our Board: Yolo County, West Sacramento and Davis. Chair Saylor requests that the Board ratify appointment of Directors Saylor and Ledesma to this Ad Hoc Subcommittee with Director Frerichs as alternate.

REASON FOR RECOMMENDATION:

Establishing a subcommittee of the YCTD Board to focus on the Managed Lanes project will help provide internal and external consistency and clarity and avoid potential Brown Act violations.

BACKGROUND:

Earlier this year, YCTD was awarded an \$85 million INFRA grant to partially fund construction of the I-80 managed lanes project in Yolo County. Our partners at Caltrans are moving forward with design and environmental review. A draft environmental document is anticipated in early 2022.

At the October 2021 YCTD Board meeting, there was a robust discussion about the desired vision and outcomes for the I-80 managed lanes project. Since that meeting, there has been a flurry of formal meeting requests and informal conversations among staff and Board members of YCTD, Caltrans and SACOG. Staff anticipates that the need for ongoing staff and Board-level coordination will only intensify once we execute the INFRA grant and enter the environmental review process.

As the lead agency for the I-80 managed lanes project, Caltrans has established a Steering Committee to provide input to the planning process. Several YCTD Board members and staff have participated in those meetings, as well as several 'focus meetings' with Caltrans and SACOG staff.

At the most recent Steering Committee meeting on October 21, a next step was identified to have Board-level coordination between YCTD and the Solano Transportation Authority (STA). YCTD does not currently have an established 2x2 Committee with STA. In the future, such a committee may be necessary. In the near term, what's needed is a focused conversation about interstate 80, and the proposed I-80 Managed Lanes Subcommittee would be the appropriate group to participate in that conversation.

SACOG also provides funding to the 80 Managed lanes project and actively participates in most of these meetings. Four YCTD Board members currently serve on the SACOG Board of Directors. Ensuring consistent YCTD representation in joint YCTD/SACOG discussions will help avoid potential violations of the Brown Act.

BUDGET IMPACT:

None.

BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

Topic: Priorities for Retaining and Reinstating Service in Response to Future Staffing Levels	Agenda Item#: Agenda Type:	8	
		Deliberation/*Action	
		Attachments:	Yes No
Prepared By: Jose Perez		Meeting Date: November 8, 2021	

RECOMMENDATION:

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors provide direction to staff on the allocation of available transit service resources, as staffing levels may continue to vary.

REASON FOR RECOMMENDATION:

Recent strains on available bus operator resources have resulted in the need to reduce Yolobus services within very short timeframes. These significant service changes and limited timeframes have caused additional strain on customers, stakeholders, staff, and the Board. Board discussion and direction on how to prioritize and reallocate available resources will assist in the planning and implementing of future service changes.

BACKGROUND:

In September 2021, YCTD staff developed recommendations to postpone the Route 42 expansion and suspend Yolobus Express services on short notice. During this process, a number of scenarios and options for reallocating available resources were considered. These scenarios included the elimination of individual “trips” of existing service, reducing service span, suspending entire fixed-routes, and limiting/reducing microtransit service. Reducing paratransit service was not considered feasible nor reasonably effective in mitigating the impacts of the driver shortage. While none of the scenarios and options considered were ideal, a combination of service reductions including postponement of the expansion of the Route 42, reduced temporary assistance in Davis, and suspension of Express services were recommended to, and approved by, the YCTD Board in September 2021.

Various factors were considered when developing the reallocation of transit resources, including ridership, impact to customers (both current and potential), access to other transportation options, costs, and impacts to regional partners. Staff relied heavily on quantitative information available to develop feasible reallocation scenarios and communicated to partners regarding available options for temporary assistance through the driver shortage.

It is anticipated that the driver shortage will continue for weeks, if not months, and while not expected at this time, it is possible further shortages may warrant additional reductions in service. Conversely, at some point the driver shortage will ease, and YCTD will be a position to begin reinstating services. Establishing parameters to prioritize YCTD transit and transportation services reliant on constrained resources will help in the development and implementation of future service changes.

The YCTD Citizens Advisory Committee (CAC) met on September 30, 2021 and discussed the prioritization of YCTD Transit services. The CAC indicated access and social equity should be priorities. Accessibility to other options (even if beyond YCTD services) should also be considered. Suggestions included: prioritizing same-day medical appointments/trips; evaluating the benefits of volunteer operators; and considering the out of pocket cost to customers of alternatives; and first/last mile connections. The CAC also recommended identifying strategies to expend available funds on non-driver related strategies that could help minimize harm to YCTD customers impacted by service changes. Examples included temporary fare subsidies for Capitol Corridor Joint Powers

Authority (CCJPA), or Fairfield and Suisun Transit (FAST) services. The Route 42 expansion remains a priority for the CAC. The CAC also suggested that socio-economic factors should be considered, and noted a lack of route-level demographic information on our existing customers that could help us understand which routes are a priority from an equity perspective. Tracking metrics on operator availability and being transparent and communicative on upcoming service changes and impacts was also noted as a priority.

The YCTD Technical Advisory Committee (TAC) met on October 4, 2021 and similarly discussed how to prioritize YCTD services. TAC recommended that staff take into consideration the efficiency of how and when service changes are implemented. TAC also asked that YCTD consider the potential impacts to services and customers by “breaking up” the YoloGo recommendations. YCTD should also investigate and consider the “resource intensiveness” of services and seek ways to improve or redistribute resources.

Attachment 1 presents current YCTD transit services which may be impacted by future resource constraints as well as currently suspended services which may be reintroduced/expanded when current constraints are eased.

Factors which could be considered when prioritizing services include:

- Alignment with YCTD’s Adopted Vision, Values, and Priorities
- Existing ridership (including recent trends)
- Pre-COVID ridership
- Ridership change (growth or decrease) – actual or projected?
- Financial Performance (e.g., Cost/Passenger, Cost/Hour, etc.)
- Access to other transportation options (e.g., personal auto, bike, walk, TNC, etc.)
- Access/proximity to other transit or mobility services
 - YCTD Provided
 - Services provided by regional partners (e.g., SacRT, Capitol Corridor, Soltrans, FAST)
- Social Equity/Justice
 - Socio-economic factors
 - Disproportionate impacts to sensitive populations
- Demographics
 - Existing customers (survey based)
 - Census information
- Regional Impacts

The Board may also wish to consider the establishment of “weighted” evaluations or factors with respect to prioritization of services. Weighting of evaluation factors could simplify the development of recommendations for the YCTD Board’s consideration.

Discussion and consideration of the following questions by the Board will help direct staff and facilitate the development and prioritization of service recommendations for future YCTD provided services.

BUDGET IMPACT:

None. Prioritization of services will guide future service changes which will be implemented within existing budgets and available resources.

Attachment 1: Summary of Yolobus Services

Mode	In Service	Suspended
Fixed-route	35 (Note will be converted to new Route 37, date TBD)	39 (Note will be converted to new Route 37, date TBD)
	40	43
	41	43R
	42A	45
	42B	210
	211	214
	212	230
	215	
	240	
	241 (Note, elimination approved, effective date TBD)	
	A Line	
	L Line	
	Causeway Connection	
Paratransit (Yolobus Special)	Up to 8 Revenue vehicles/day	---
Microtransit (YOUR Ride)	Knights Landing	---
	Winters	---

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BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776----(530) 661-0816

Topic: Consider and Approve Continuation of Youth Ride Free Program	Agenda Item#: Agenda Type:	9
		Deliberation/*Action
		Attachments: Yes No
Prepared By: Jose Perez		Meeting Date: November 8, 2021

RECOMMENDATION:

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors approve the continuation of the current Youth Ride Free Program for an additional six (6) months through the current fiscal year ending on June 30, 2022.

REASON FOR RECOMMENDATION:

The Youth Ride Free Program was extended through December 31, 2021 by the YCTD Board during its regular meeting on October 12, 2020. The program had been monitored prior to the reduced Yolobus service levels and was a positive factor in YCTD ridership and performance. Continuing the program through June 30, 2022 will not result in a need for additional funding as YCTD has the availability of federal stimulus funding (i.e., Coronavirus Aid, Relief, and Economic Security (CARES), Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and American Rescue Plan Act (ARPA)) to cover fares and will help ensure continued access to transit for all youth in the Yolobus service area.

BACKGROUND:

The objectives of the project include increasing transit ridership and awareness by youth throughout the Yolobus service area which includes Yolo, Solano, and Sacramento Counties and communities. The proposed beneficiaries of the program can ride Yolobus fixed route buses anywhere in the Yolobus service area fare-free. The project was developed as a 12-month pilot and launched on September 1, 2019. Due to impacts from the COVID-19 pandemic, reduced Yolobus services, and remote/distance learning measures in place throughout most of 2021, youth ridership has not yet returned to pre-pandemic levels.

The project has been established as a fare subsidy program, and project funds are used to offset the loss in revenue from providing free rides to youth.

Project activities (continued):

- Development and distribution of Youth Ride Free program and related informational pieces.
- Dedicated program brochures and promotional pieces
- Social Media campaigns.
- Coordination with local school districts and administrators to promote the program.

Ridership:

Increased ridership was and is recommended to remain the primary metric to track the success of the project. Using available farebox ridership data, free trips attributed to the program were tracked through use of the Yolobus “free ride” button/category. From program launch on September 1, 2019 through March 2020, YCTD ridership from free rides saw an increase of 189 percent, from 25,548 rides to 73,837, or an additional 48,289 rides when compared to a similar time frame pre-pandemic. From March through June 2020, all Yolobus services were free to riders to help mitigate pandemic impacts and health/safety concerns. Program performance tracking

was paused as the systems in place to track the program were not able to differentiate the boardings accurately. YoloBus began charging fares again on July 1, 2020, after adding safety measures for drivers and passengers.

From July 2020 through September, 2021, free rides totaled 62,249 and accounted for approximately 11% percent of all ridership. Throughout the entire time the program has been available the Youth Ride Free program has accounted for nearly 11.4% of ridership. Staff feels this is a worthwhile project and YCTD should continue to provide youth rides free to promote transit awareness and ridership by youth.

Recently, Sacramento Regional Transit (SacRT) has approved a continuation of a similar “Ryde Free RT” promotion allowing students to ride free onboard SacRT bus, rail, and smart ride services. Continuing the YCTD Youth Ride Free program would allow for future opportunities to cross-promote the program with SacRT and other transit agencies, encouraging transit usage and trips throughout the region.

YCTD is actively recruiting for a dedicated communications and marketing staffer. Once onboard, this staff member will be able to develop and expand on existing promotional activities and notifications further improving the reach and impact of the program.

Challenges/Barriers:

Being able to successfully coordinate promotional activities and materials varies by school district and jurisdiction. YCTD will continue to work with the respective administrations to promote the program. These challenges have likely impacted the project by limiting how many new youth riders are aware of the program. Staff has been working with social media and other venues to promote the program.

COVID-19 has had indirect impacts on the project as YoloBus services were made fare-free for all passengers from late March to July 1, 2020 to help with the pandemic response. Staff was not able to track the specific ridership impacts of the Youth Ride Free program during that time. YCTD staff is recommending an extension of the program through June 2022, at no additional cost to program supporters/funders. With the availability of federal stimulus funds to provide for gaps in fare revenue, this important program can be continued. During the project initiation, outside sponsors were asked to collectively contribute \$30,000.

YCTD will be able to increase and focus its ability to coordinate and collaborate with local schools, districts, and administrations with the onboarding of a dedicated communications and marketing staffer. In addition, communication with regional transit and transportation providers, school organizations and interest groups, has increased, resulting in cross-promotional opportunities and collaborations.

BUDGET IMPACT:

Pre-pandemic, it was estimated that youth fares provided YCTD with approximately \$30,000 annually. During and due to the pandemic-related levels of service, lower ridership, and periods of free boarding, YCTD fares have reduced significantly. The current recommendation to extend the Youth Ride Free program through the end of the current fiscal year will not have significant impacts to anticipated/budgeted fare recovery. If approved by the YCTD Board, the continuation of the Youth Ride Free program will be funded with federal stimulus, (i.e., CARES, CRRSAA, and ARPA) funds.

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Executive Director’s Report	Agenda Item #: Agenda Type:	10 Deliberation/Action
		Attachments: <u>Yes</u> No
Prepared By: Autumn Bernstein		Meeting Date: November 8, 2021

RECOMMENDATION:

The Board reserves the right to take action on all items below, except for oral report items.

BACKGROUND:

a. Unmet Transit Needs Hearing

In partnership with SACOG, YCTD are participating in the annual unmet transit needs process, including the Yolo County Hearing on Tuesday Nov 2. To facilitate engagement in this process, YCTD staff began their outreach efforts by working with regional partners to distribute information regarding SACOG's Unmet Transit Needs process. We distributed flyers to the following agencies, Woodland Community College, Yolo County Health & Human Services, Yolo County Housing, 4th and Hope, Empower Yolo, Communicare in Woodland, Woodland Library, Yolo County Probation, Woodland Social Services, and the Woodland Senior Center. Flyers were also posted at our local Transit centers, bus shelters, inside our busses as well as the YCTD offices. Participants who wish to submit a public comment or want more information can also find it on the YCTD website as well as our social media pages. All comments must be submitted to SACOG by November 22, 2021. More information is available here: <https://www.sacog.org/unmet-transit-needs>

b. Woodland Microtransit

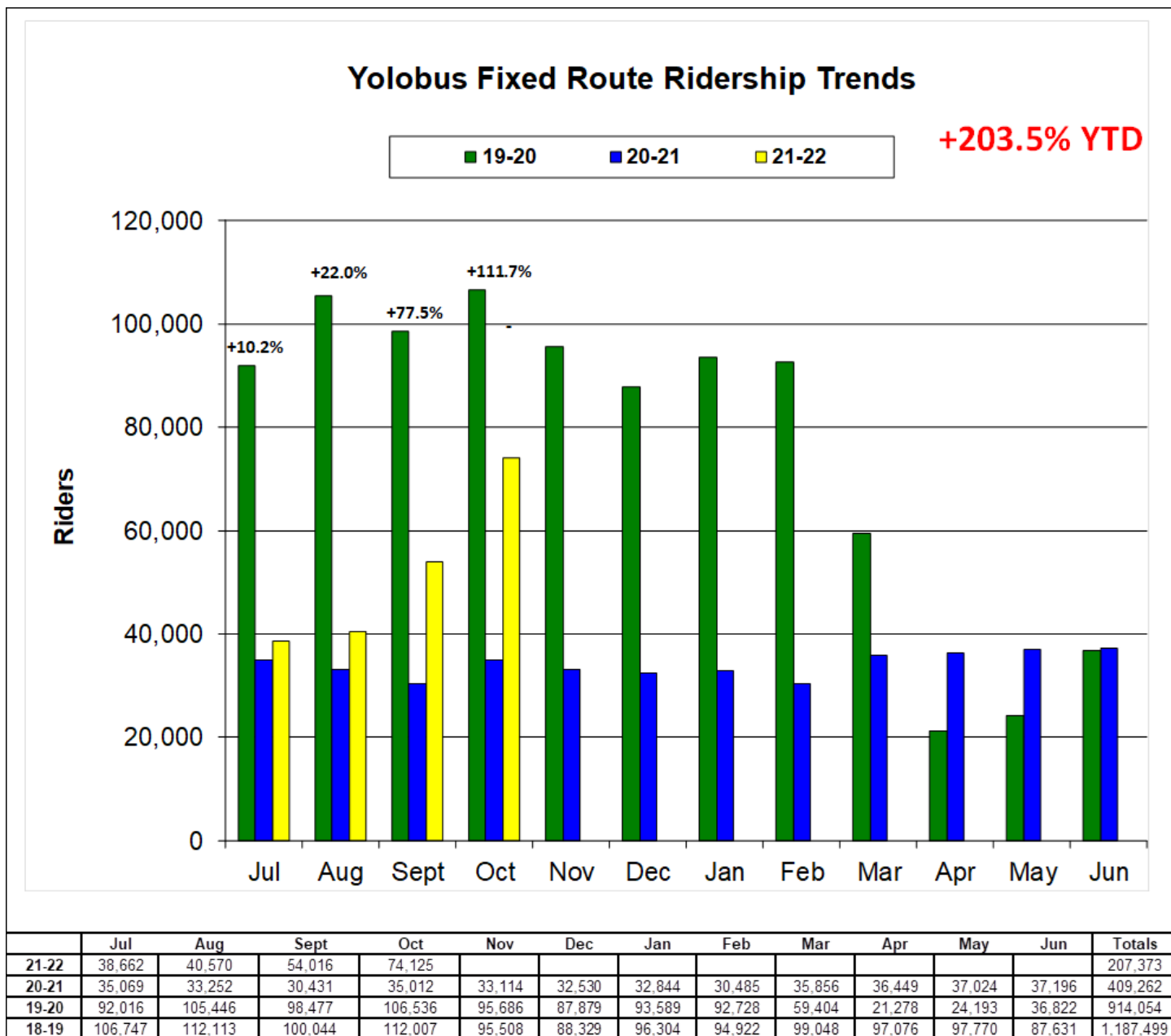
In preparation for the expansion of microtransit service to the City of Woodland, staff is conducting a Microtransit and Mobility as a Service (MaaS) Request for Information (RFI) for Planning Purposes. The RFI was emailed to known microtransit and MaaS vendors, and was also posted on the YCTD website and transit industry websites (California Transit Association, California Association for Coordinated Transportation). We received nine responses to the RFI and we are scheduling follow-up one-on-one meetings with all nine vendors to further exchange information and receive additional feedback. These meetings will be complete by the end of November, and will inform the development of our Request for Proposals (RFP) in December. Staff will bring the draft RFP to the Board for review prior to distribution.

c. Hiring Update

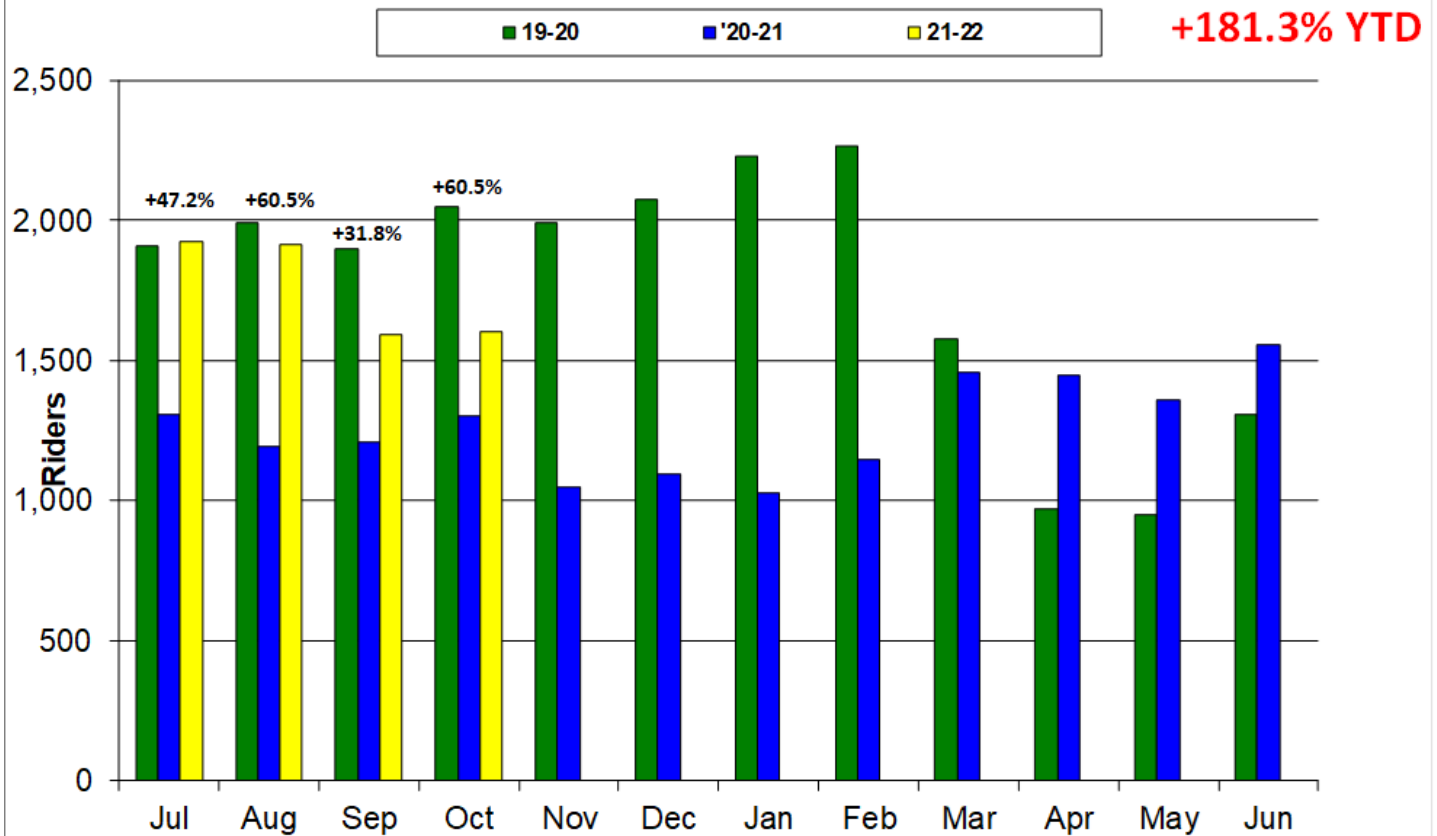
Staff continue recruitment efforts for vacant and new positions. YCTD has received 21 applications to date for the Financial Associate position, 19 applications for the Procurement and Grants Specialist position, and 63 applications for the Communications and Marketing Specialist position. Interviews are being scheduled through November, with new staff anticipated to start as early as December, 2021. All current recruitments are open until filled.

d. Ridership Reports

Ridership has grown significantly year over year. YCTD is currently at over 200-percent increase year to date. This is primarily due to increased trips from Route 42, A, and L line service, and consistent ridership from Route 215. On-time performance data shows a need to continue refining and adjusting schedules to match real-world conditions.



Yolobus Special Paratransit (ADA & Micro) Ridership Trends



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
21-22*	1,927	1,913	1,595	1,601									7,036
20-21*	1,309	1,192	1,210	1,302	1,046	1,094	1,026	1,148	1,458	1,447	1,360	1,555	15,147
19-20	1,910	1,994	1,901	2,047	1,994	2,077	2,230	2,266	1,578	972	947	1,308	21,224
18-19	2,099	2,173	1,781	2,048	1,982	1,850	2,109	1,715	2,039	2,163	2,216	1,808	24,806

*Includes YOUR Ride microtransit ridership (Knights Landing + Winters):

Microtransit Ridership-Knights Landing (KL) and Winters

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Totals
21-22													
KL	170	197	174	168									709
Winters	210	219	174	170									773
Total	380	416	348	338	0	0	0	0	0	0	0	0	1,482