

# **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), Greg Wong (Caltrans, ex-

officio)

**ZOOM WEBINAR WEB ADDRESS:** <a href="https://zoom.us/j/94926173219">https://zoom.us/j/94926173219</a>

**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, February 14, 2022

MEETING TIME: 7:00 PM

Pursuant to the Government Code section 54953(e)(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 <a href="mailto:public-comment@yctd.org">public-comment@yctd.org</a>. 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, February 14, 2022 will be provided to the YCTD Board of Directors in advance. During the meeting, comments can be made by using the Zoom 'raise hand' feature. Comments submitted via email during the meeting shall be made part of the record of the meeting, but will not be read aloud or otherwise distributed during the meeting.

Estimated <u>Time</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.	Info/ Discussion	Deliberation/ Action
7:00 PM	1.	Determination of Quorum		X
		(Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County)		
		(Nonvoting members: Caltrans, UCD)		
7:05 PM	2.	Consider Approval of Agenda for February 14, 2022 meeting		X

#### **CONSENT CALENDAR**

7:10 3a. Approve YCTD Board Minutes for Regular Meeting of January 10, 2022 ( <i>Koh</i> ) ( <i>pp 1-7</i> )		X	
3b.	Renew Authorization for Remote Meetings (Koh) (pp 8-10)	X	
3c.	Authorize Staff to Submit an Application for Approximately \$17 Million in TIRCP Funding ( <i>Perez</i> ) ( <i>pp 11-12</i> )	X	
3d.	Support and Partcipate in Capitol Corridor JPA (TIRCP) Application ( <i>Perez</i> ) ( <i>pp 13-15</i> )	X	
3e.	Approve Equal Employment Opportunity Program (EEOP) Policy ( <i>Bernstein</i> ) ( <i>pp 16-26</i> )	X	
3f.	Approve Updated YCTD Cash Asset Protection Policy (Bernstein) (pp 27-29)	X	
3g.	Approve Updated YCTD Purchasing Card Policy (Bernstein) (pp 30-32)	X	
3h.	Approve Updated YCTD Record Management Policy (Bernstein) (pp 33-36)	X	
	3b. 3c. 3d. 3e. 3f. 3g.	3b. Renew Authorization for Remote Meetings (Koh) (pp 8-10)  3c. Authorize Staff to Submit an Application for Approximately \$17 Million in TIRCP Funding (Perez) (pp 11-12)  3d. Support and Partcipate in Capitol Corridor JPA (TIRCP) Application (Perez) (pp 13-15)  3e. Approve Equal Employment Opportunity Program (EEOP) Policy (Bernstein) (pp 16-26)  3f. Approve Updated YCTD Cash Asset Protection Policy (Bernstein) (pp 27-29)  3g. Approve Updated YCTD Purchasing Card Policy (Bernstein) (pp 30-32)	

3i.	Approve Updated Travel and Expense Reimbursement Policy (Bernstein) (pp 37-41)		X
3j.	Approve Revised Procurement and Grants Specialist Position Description ( <i>Bernstein</i> , <i>pp 42-45</i> )		X
3k.	Updated Salary Range for Senior Planner ( <i>Bernstein</i> ) ( <i>pp 46-48</i> )	X	

#### REGULAR CALENDAR

4.	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	
5.	Board Member Reports, Announcement, Other Nominations, Presentations		X
	Ad Hoc Committee on 80 Managed Lanes		
6.	Update on Transdev Driver Shortage	X	
7.	Approve YCTD Microtransit Request for Proposals (Mazur) (pp 49-82)		X
8.	Approve Tool for Evaluating Options to Restore Transit Service ( <i>Perez</i> ) ( <i>pp 83-85</i> )		X
9.	Financial Assessment for Yolo County Transportation District - with Leo Levenson of		X
	Regional Government Services (Bernstein) (pp 86-92)		
10.	Mid-Year Budget Status Report (Bernstein) (pp 93-96)	X	
11.	Executive Director's Report (Bernstein) (pp 97-99)	X	
	a) YoloCommute Update		
	b) DISC Project		
	c) Ridership Report		
	d) Other items		

8:00	12	Adjournment	X
0.00	12.	Adjournment	∠ <b>x</b>

UNLESS CHANGED BY THE YCTD BOARD, THE NEXT MEETING OF THE YOLO COUNTY TRANSPORTATION DISTRICT BOARD OF DIRECTORS WILL BE MARCH 14, 2022 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 agendized 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, February 11, 2022 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.

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#### **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 February 14, 2022 YCTD Board of Directors meeting remotely via the Zoom platform using the following meeting details:

a. Via PC: <a href="https://zoom.us/j/94926173219">https://zoom.us/j/94926173219</a>
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, February 14, 2022 to Clerk of the Board, at <a href="mailto:public-comment@yctd.org">public-comment@yctd.org</a> 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**

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

- Collaboration
- Safety

- Efficiency o Economic Sustainability
  Transparency o Environmental Stewardship
  Innovation o Equity/Social Justice

- Service

#### **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.

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

<b>Topic:</b> Approve YCTD Board Minutes for Regular Meeting of January 10, 2022	Agenda Item#:	3a Deliberation	on/Action
	Agenda Type:		
Prepared By: M. Koh	<b>Meeting Date: Fe</b>	bruary 14, 2022	

## **RECOMMENDATION:**

Staff recommends for the Board to approve the Minutes for the Regular Meeting of January 10, 2022.

## JANUARY 10, 2022 BOARD MEETING MINUTES:

# YOLO COUNTY TRANSPORTATION DISTRICT

**BOARD OF DIRECTORS MEETING** 

**January 10, 2022** 

**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)

West Sacramento — Chris Ledesma (Primary)

Woodland — Tom Stallard (Primary)

Yolo County — Don Saylor (Primary)

UC Davis — Matt Dulcich (Primary)

Winters - Jesse Loren (Primary) joined the meeting at 7:15 p.m.

Caltrans — Greg Wong (Primary)

Staff present were: Autumn Bernstein, YCTD Executive Director; Kristen Mazur, YCTD Senior Planner; Daisy Romero, YCTD Assistant Planner.

Chair Saylor announced there would be presentations during the first part of the meeting, and the regular meeting would take place around 7:40 p.m.

## Agenda Item 2 — Consider Approval of Agenda for January 10, 2022

Director Stallard made the motion, seconded by Director Frerichs, to approve the agenda for the January 10, 2022, meeting. Roll call resulted in:

AYES: Ledesma, Stallard, Saylor, Frerichs

NOES: None ABSENT: Loren ABSTAIN: None The motion passed.

#### Agenda Item 3 — Consent Calendar

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

3a. Approve YCTD Board Minutes for Regular Meeting of December 13, 2021.

3b. Consider authorization of continued remote meetings

Roll call resulted in:

AYES: Ledesma, Stallard, Saylor, Frerichs

NOES: None ABSENT: Loren ABSTAIN: None The motion passed.

#### Agenda Item 4 — Special Workshop: Informational workshop on the Yolo 80 Managed Lanes Project

Chair Saylor thanked Greg Wong from the Caltrans District Office for his participation, for Caltrans' partnership in this endeavor, and for their ongoing support and lasting improvement to our region's transportation system. He noted that the Board adopted a series of goals during the last meeting and stated that during this meeting, there would be opportunities to hear from presenters on air quality, and induced demand on opportunities for transit on equity issues, which are key to the Boards' discussion.

Chair Saylor asked Ms. Bernstein to introduce the presenters. Ms. Bernstein thanked all the presenters for their time. She noted there will be time at the end for Q&A and discussions.

Ms. Bernstein introduced the first set of presenters, Amy Lee and Jamey Volker, from UC Davis National Center for Sustainable Transportation and working with Professor Susan Handy. She noted that both Ms. Lee and Mr. Volker are published and did research around the concept of induced demand and how highway projects impact driving and air quality and would be presenting on it this evening.

Ms. Bernstein introduced the second presenter, Mark Linsenmayer, Deputy Director for Express Lanes and Shared Mobility at LA Metro. She noted that LA Metro is the county-wide transportation authority for Los Angeles which is the third largest transit system in the county. And, similar to YCTD, they are the transportation authority where they are both the transit provider and the transportation planner. Mr. Linsenmayer presented on how they integrated transit into their express lane network.

Ms. Bernstein introduced the third presenter, Christa Cassidy, Planner with HNTB, a contract staff for San Mateo County Express Lanes Joints Powers Authority. Ms. Cassidy presented on the equity program they are implementing on the 101 express lanes.

Ms. Bernstein introduced the fourth and final speaker, Kristina Svensk, Director of Transpiration for SACOG. Ms. Svensk presented on regional context for the Yolo 80 Managed Lane project, including ways to fully fund the project and move it forward.

At the conclusion of the presentations, there were opportunities for Q&A and discussion.

Chair Saylor asked Mr. Linsenmayer about projects they were able to move forward with where transit was woven into their infrastructure installations, such as rapid bus. He asked that in terms of pricing strategies and projects, such as automatic lightings to access the lanes, what was being done that folds in transit with other aspects of their projects? Mr. Linsenmayer responded that similar to what is being done in Yolo County, they run both the transit operations and the express lanes so it is easy to get vehicles into their lanes from the metro

perspective, and they typically will run some sort of license plate scan. He stated that outreach is also important to the transit providers outside the metro area, and constant communication is key. He also noted that time improvement is important to riders.

Director Ledesma asked presenters how they achieved funding strategies or sources that may not have been incorporated at the beginning of each project. He asked if there were partnerships that were obtained to assist with the infrastructure needed. Mr. Linsenmayer responded to this question by stating that they looked at the same list of grants and opportunities for funding. They had success at the State level with the SCCP funds in 2019 with a \$150 million grant. In their application, they showed all the benefits of the project, not only from the cost analysis, but certainly the equity component and air quality, as these are just as important, along with being able to deliver the projects on time.

Director Stallard commented that he did not hear anyone disagree with the mentioning of the idea that demand pricing generates revenue to create projects where the revenue does not exist or where there is a gap and wondered if anyone disagreed with this strategy.

Director Dulcich asked Ms. Bernstein if she could comment about tolling authority and its setup. Ms. Bernstein stated that she has begun the conversation around this topic and has reached out to MTC to understand more about their process, how they've done it, and what the opportunities are for leveraging existing toll authorities like the one they currently have in the Bay Area. She suggested a future workshop on toll authority as there are many layers to it.

Director Frerichs asked if the presentations could be made available and in addition to Mr. Dulcich's inquiry on tolling authority, he wondered if Ms. Cassidy had any comments to share as San Mateo just adopted a tolling ordinance. Ms. Bernstein stated that she and Ms. Cassidy will work together on gathering more information on the tolling authority for San Mateo and bring it back to the Board to share.

Director Loren commended the dynamic presentations and stated that she never thought about dynamic lanes as a generator for projects. She asked the Board that in moving forward, and in thinking about what the Board decides to do, to think of each demographic and consider whether it will produce a positive, negative or neutral outcome that drives the decision making. She appreciated the equity component of the presentation. Chair Saylor asked Ms. Cassidy if she could comment on this subject as equity was a part of her presentation. Ms. Cassidy stated that she would love to share lessons learned with the Board that could be useful during this process. She asked the Board to keep in mind not only those that will benefit from the projects, but also those that will be burdened, and to consider ways to allow the project benefits to trickle across all income levels.

There were three comments from the public on this section:

Mr. Paul Philley from the the Sacramento Metropolitan Air Quality Management District commented about ways to help the region meet air quality goals and climate goals. He stated that with the expansion of highways, there will be more vehicles moving. He noted that during his time in Los Angeles, he noticed that the Diamond Lanes were more congested than the general-purpose lanes. He stated that if there were multiple lanes operating in tandem, there will be more reliability, especially with the use of dynamic pricing, and that moving to two lanes being managed instead of one lane in each direction, there can be a chance to offset some of the induced demand that is seen, which can then guarantee a lot more reliability in those managed lanes to get people across the causeway.

Mr. Jeffrey from the public raised a few questions: The first question, he stated, is directed towards Metro. Were there any difficulties with the first set up of tolls? Is the same equipment used that were used for Fast Trak? Are the rates different or similar? And how did they track?

Mr. Alan Hirsch from the public referenced slides and notes that were sent to the Board prior to the meeting. He stated that YCTD wants to put in place a toll to tax drivers going to Tahoe to help fund Yolo County projects. He asked if any amount of money was sufficient to mitigate for climate change for generations to come. He stated that the number one source of greenhouse gasses in the state is transportation and driving, and there is a need to reduce driving by 20%, 30% per capita, in order to meet climate change goal. He also stated that we cannot build our way out of congestion, that any increase in capacity will encourage people to drive, and that increasing or widening lanes is moving in the wrong direction.

Ms. Bernstein presented a few slides to help frame the conversation. She stated that the slides contained key elements for the 80 managed lanes projects along with information for the Board to reflect on when thinking about which final project the Board would like to select when moving forward. She stated that a large piece to consider is the strategy for the managed lane project, whether it is carpool or express lanes, or bus only lanes. She noted that connector/flyover lane at the 80/50 interchange is a key component that the Board needs to consider, along with additional auxiliary lanes in Davis and West Sacramento that is included in the current project description. She asked that the Board also reflect on transit improvements and bicycle and pedestrian improvements.

Chair Saylor asked the Board for any comments, any key takeaways, or new insights from the presentations.

Director Frerichs thanked the presenters as there were significant details that needed to be considered as the Board thinks about the potential of this project and how it might unfold or develop over the course of the next several years. He appreciated the presentations and the various examples on both the research side and on the ground projects. He also appreciated seeing the templates that existed, the studies mentioned, specifically on the equity side of things.

Director Dulcich stated that his main thought revolves around timing and funding: how will the Board create the strategies that will be the core project in addition to everything else that may be achieved; how these strategies can be delivered on complicated processes; and, how will they be funded?

Director Loren commented that in thinking about bicycle and pedestrian improvements, this seems to be the only part of the Board's strategy that keeps people from being on the road. Her impression of flyover connector lanes is that it is very 19<sup>th</sup> century thinking with all the problems that 19<sup>th</sup> century thinking created. She stated that there might be some type of lane management strategy that might rise to the top for the Board to pursue.

Director Ledesma stated that a few items caught his attention: funding strategy and the San Mateo project and how they are putting equity as a planning implementation tool. He mentioned that he is excited to see how this turns out as it is a huge project. He asked the presenters to continue to offer advice as the projects are moving along so the Board can learn from their communities.

Mr. Wong commented that the equity presentation was helpful. He stated that although the layers for San Mateo and Yolo County may be different, this is another piece of the puzzle that can be useful and would welcome conversations with partners going forward.

Chair Saylor commented that transportation is more than just infrastructure, more than just land miles or bridges, and how it is managed. He stated that the Board and staff have the opportunity to thread the needle in a very interesting way but it won't happen if all that is being done is restriping and adding lanes. He stated that there are solutions set ahead and believes it involves several of the pieces that were mentioned during the presentations and conversations—that it is going to involve advancing the cause of transit in the infrastructure and the interaction between the design of the infrastructure to include technology that supports the use of lanes, and the driving people toward making the choices to use transit will be one of the exciting opportunities. Chair Saylor stated that he was very interested in the practical application of equity and the idea of using the pricing revenue for investments, both in LA for advancing bicycle movement, complete streets in areas, or just

community investments as well as some of the maintenance in the roadways. He stated that there is great opportunity to set the bar for the region.

# <u>Agenda Item 5</u> — Comments from public regarding matters NOT on the Agenda, but within the purview of YCTD

Mr. Jeffrey from the public asked about LINK 21 and wondered how much the Board is linked to it. He stated that he recalled this subject being contemplated on when considering capital projects that needed to happen in Yolo County. He also said that he believed this is one that seemed to have profound impact.

Chair Saylor replied that, yes, the Board is connected to the LINK 21 efforts and had it on past agendas for discussion and will place it on future agendas.

Mr. Alan Hirsch from the public commented that there is no common YCTD Board email and wondered if one can be established. He stated that he enjoyed the workshop but was disappointed that there was not much struggle with the issue of induced demand discussion, which he says he believed is the heart of the project.

Chair Saylor stated that staff will look into the email suggestion made.

#### Agenda Item 6 — Consider YCTD Microtransit Goals and Update on Future Service in Woodland

Ms. Mazur presented on the YCTD Microtransit Goals. She stated that in consistency with the Yolo Go Study recommendations that the Board adopted last year, YCTD is going to expand microtransit offerings in 2022 which includes replacing some of the fixed route's services in the City of Woodland with intracity microtransit service. She stated that over the past few months, YCTD staff has been working with the City of Woodland staff to prepare for this microtransit expansion by talking to peer agencies to learn best practices, talking to vendors to gather information on the latest technology available, and all of this background research has prepared YCTD to connect a procurement for a new technology platform that will enable the expansion and enhancement of microtransit offerings. However, before moving ahead with that procurement, it is requested that the Board provide input on these goals tonight.

Director Dulcich suggested an additional goal to consider would be to make the microtransit representative of the community or part of the community culture—making sure that it is not branded as something that is just an outside service that is not part of the community that its serving, but rather show that the transportation service is not its own entity and that it is a part of the community.

In addition to agreeing with Director Dulcich's comment, Director Loren spoke about the knowledge of transit in the City of Winters. She stated that residents in Winter that are taking advantage of the microtransit already have knowledge of them—that there are community members, such as senior centers, senior apartments, anywhere where people gather, that do not know but can benefit from the service. She stated that creating more signage on existing stop locations with instructions on how to use microtransit would help inform community members of the available services. She also stated that there are some areas where there are no busses because microtransit occurred when those streets were still being completed. She provided an example stating that the City of Winters applied for affordable housing on the new side of town, and it was not approved, and that one of the reasons was because they did not score high enough due to the box for mass transit not being checked. She commented that the City of Winter is only 2.9 square miles, but it still lost points for not being near mass transit. Director Loren stated that they need to try to understand what federal housing is asking for and see if it is something that is already being met and alert them of it, or meet with city staff who are applying for grants and educate them on what a mass transit is.

Mr. Jeffrey from the public commented that he used the Woodland transit systems to go around and knew the fixed routes. He suggested that large signage with information about microtransit be placed at both of the

transit hubs for Woodland, and since the Yolobus office is in Woodland, perhaps a big screen that shows what YCTD is doing with microtransit which can be used for promoting and advertising.

Mr. Alan Hirsch from the public commented that this project will need to be handle carefully as there is only one chance for a rollout, and that it must be done right. He stated that you must distinguish between selling and marketing and to look at those who are transportation dependent—children after school, youth groups, church groups on Sunday, senior groups, groups that need rides late at night, and have solutions that can solve their problems. He stated that he believes microtransit can build community and is a wonderful source of opportunity.

Director Ledesma reflected on the on-demand-service that they rolled out in West Sacramento, and he echoed Director Dulcich's comment about the importance of having branding reflect the community. He spoke about the roll out of their van service which created a customer service experience they were not prepared for. Their Mercedes Benz option that included leather seating, cleanliness, and quality ride, allowed customers a more enjoyable excursion and has done very well.

Director Frerichs mentioned that the Governor released the budget proposal allocating tens of millions of dollars dedicated for microtransit at large across the state. He stated that with this, there is going to be real opportunities and is a good timing for the Board to have key goals on how the Board would like to see microtransit unfolding in communities for Yolo counties. He also stated that this will help set up for potential applications for state dollars to be used for these purposes.

Director Stallard motioned to adopt the goals as stated with possible wordsmithing by staff to include the importance of branding and outreach for a successful rollout. Director Ledesma seconded the motion with wordsmithing to include quality of ride and user experience.

Roll call resulted in:

AYES: Ledesma, Stallard, Saylor, Frerichs, Loren

NOES: None ABSENT: None ABSTAIN: None The motion passed.

#### Agenda Item 7 — Executive Director's Report

Ms. Bernstein announced that this year marks the 40<sup>th</sup> anniversary for the Yolo County District of Transportation, and with the new Marketing and Communications Specialist starting next week, one of their projects will be to advertise this milestone.

Ms. Bernstein spoke about service changes in West Sacramento which is the launch of new Route 37 connecting Southport, West Sacramento civic center and Downtown Sacramento, and the permanent discontinuation of routes 35, 39 and 241.

Ms. Bernstein informed the Board of a few hiring updates—filled two positions; final interviews for the Executive Assistant & Clerk to the Board will be happening this week; first round of interviews for the Senior Planner for Multimodal projects will occur next week; and the Procurement & Contract Specialist position will be recirculated. She mentioned that while YCTD is in this transitional period and moving towards hiring a Deputy Director, she welcomes financial advisors from Regional Government Services (RGS) who are supporting the YCTD finance team. She stated that there is now a draft of the financial systems assessment which she is reviewing and will bring to the Board next month along with the midyear budget status report. She also mentioned that YCTD will be kicking off the annual audit.

Ms. Bernstein reported that with while UC Davis is currently having remote learning environment, they have asked YCTD to make some changes to service. The route services for the A&L lines continue to run but will now be routing those services through the MU rather than the silo terminal.

Director Dulcich chimed in that after the New Year, they have had five student drivers quit as they did not feel safe due to COVID, and about 30 student drivers were on quarantine. He thanked YCTD for their partnership during these tough times.

YCTD staff, Ms. Romero, reported on Ridership. She stated that for the month of December, there was a slight dip, however, it is not a drastic change given the historical trends and is common due to finals and the winter break. She reported that for Yolobus special paratransit (ADA & Micro) Ridership trends continue to be steady with a slight increase from last month, but overall remains consistent.

#### Agenda Item 8 – Adjournment

There being no further regular business, Chair Saylor adjourned the regular meeting at 8:15 pm and reminded the Board of the next scheduled meeting to be held on February 14, 2022, at 7pm.

Respectfully submitted:

Mimi Koh

Clerk to the Board

# BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic:
Renew Authorization for Remote Meetings

Agenda Item#:

Agenda Type:

Deliberation/\*Action

Attachments: Yes No

Prepared By: M. Koh

Meeting Date: February 14, 2022

## **RECOMMENDATION:**

Staff recommends 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, CA95605 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

Page 2 of 2

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

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

<b>Topic:</b> Authorize Staff to Submit an Application for Approximately \$17 Million in TIRCP Funding	Agenda Item#:	3c Deliberation/Action
	Agenda Type:	Attachments: Yes No
Prepared By: J. Perez	Meeting Date: February 14, 2022	

# **RECOMMENDATION:**

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors authorize staff to prepare and submit an application for the California Transit and Intercity Rail Capital Program (TIRCP). These funds, if awarded, will support and enhance transit-supportive elements of the I-80 Managed Lanes Project, including mobility hub/park & ride lot in West Sacramento, technology upgrades to prioritize transit vehicles at metering ramps and onramp intersections along the corridor, planning studies to expand intercity and express transit service, and a feasibility analysis to explore the option of running buses on the freeway shoulder during peak congestion. The application will seek an estimated \$17 Million.

# **BACKGROUND:**

The Transit and Intercity Rail Capital Program (TIRCP) was created to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion.

In May of 2021, YCTD was awarded nearly \$86 million in Infrastructure for Rebuilding America (INFRA) in support of the I-80 Managed Lanes project. This award, while significant, does not fund the entire project and a current gap of approximately \$40-80 million remains.

YCTD seeks to prepare and submit an application for TIRCP funding to supplement and enhance elements of the I-80 Managed Lane project, as well as to complete relevant planning studies in support of improving transit access and use along the corridor.

Staff will request the application and project elements be 100-percent TIRCP grant funded. Funding already awarded to the project (INFRA, SACOG Regional, Caltrans) will be leveraged to show commitment to project completion. The desired elements desired to be funded through the TIRCP application were coordinated with Caltrans District 3 staff to ensure compatibility with the ongoing I-80 Managed Lanes project and to establish reasonable cost estimates.

#### West Sacramento Mobility Hub (Park & Ride Lot)

Located at Enterprise and Lake in West Sacramento, this element includes upgrades and enhancements to a currently vacant lot in West Sacramento which was initially planned as a park & ride expansion component of the I-80 Managed Lanes project. The TIRCP application would seek additional funds to significantly enhance the utility and value of the space, transforming it into a mobility hub and shared mode space, instead of a simple parking lot. The Mobility Hub improvements would include fast charging stations for YCTD battery-electric buses (dedicated) as well as chargers for use by the general public. Real-time wayfinding and transit arrival information would be installed at transit customer waiting areas and shelters. Bicycle and micromobility device storage and amenities would also be installed. The improvements would also include any necessary right of way and related costs.

#### Transit Signal Priority (TSP) at Ramp Meters and Intersections

Transit Signal Priority (TSP) is a technology that is used to modify traffic signals and other traffic control devices, allowing these devices to detect the presence of an approaching transit vehicle and give it priority Funding will be requested for planned TSP improvements at five key on-ramps and fourteen intersections that are adjacent to the freeway. The TSP components and related upgrades to utilities and technological connections will improve the flow of transit vehicles getting on and off the freeway. The application will also request funds to improve fourteen key traffic intersections adjacent to freeway ramps to improve transit service accessibility and reliability while entering and exiting the freeway. The improvements from the TSP and intersection improvements will lead to reduced travel time for buses, improved on-time performance and reliability, and reduced VMT through increased ridership on transit.

#### Crosswalk Improvements – Eastbound I-80 and Enterprise

The planned crosswalk improvements will connect the existing Park & Ride facility on Enterprise Blvd. in West Sacramento to the Mobility Hub. The crosswalk and intersection will feature improved safety and accessibility features and will result in increased capacity for commuters to utilize the amenities at the Mobility Hub.

#### Planning Studies - Corridor Intensity Study and Bus on Shoulder Feasibility Study

YCTD will apply for a Corridor Intensity Study aimed at assessing current travel demand on the corridor and evaluating options for modifying, increasing and enhancing bus service along the 80 corridor to increase transit ridership on the corridor. If awarded, YCTD would conduct a procurement process and hire a consulting firm and data provider to complete the study and to develop the operating scenarios, schedules, capital and operating budgets and timelines necessary to implement needed service changes

As a separate study, YCTD would seek a consultant to work with staff and Caltrans to develop a dedicated I-80 Bus on Shoulder (BoS) Feasibility Study to assess the benefits of a dedicated transit-only use lane during periods of high congestion. A key goal of this study is to determine the benefits of a Bus on Shoulder project, especially when in operation alongside a managed lane. The BoS study would assess local and national case studies of similar projects, but will deep dive into the unique characteristics of the potential utility to the I-80 corridor in conjunction with a managed lane. The study will identify the anticipated benefits to climate goals and targets, provide detailed cost estimates for necessary construction, vehicle hardware/software, necessary administrative tasks (e.g., legislation, agreements with California Highway Patrol, etc.) and timelines associated with implementation.

The current TIRCP call for project timeline has a submittal deadline of March 3, 2022. Pending Board approval of an application, staff will work with Caltrans to finalize required cost and benefits calculations in advance of the due date. YCTD will also solicit letters of support from partners throughout the region and finalize the application package.

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

<b>Topic:</b> Support and Participate in Capitol Corridor JPA (TIRCP) Application	Agenda Item#:	3d Deliberation/Action
	Agenda Type:	Attachments: Yes No
Prepared By: J. Perez		Meeting Date: February 14, 2022

## **RECOMMENDATION:**

Authorize the Executive Director to support and participate in a grant application for Transit and Intercity Rail Capital Program (TIRCP) funding led by the Capital Corridor Joint Powers Authority (CCJPA).

## **BACKGROUND:**

The Capitol Corridor Joint Powers Authority (CCJPA) is preparing a grant application package for Transit and Intercity Rail Capital Program (TIRCP) funding. The application package seeks funding for capital improvements to support their operations and future demand.

The Capitol Corridor Joint Powers Authority (CCJPA) is the managing agency for the Capitol Corridor Intercity Passenger Rail service. Sacramento is the CCJPA's busiest station, almost by a factor of two. The grant application includes funding to support improvements at the Sacramento Valley Station (SVS) as well as projects which provide improved regional commuter bus routing in downtown Sacramento, a bus layover facility designed to support electric bus charging, and importantly, funding for contactless payment readers for regional and local bus fleets in accordance with the California Integrated Travel Program (Cal-ITP) objectives.

By participating in the project YCTD would be committing to the procurement and installation of contactless EMV (Eurocard/master Card, Visa) readers in all buses. These contactless EMV readers directly support Cal-ITP goals by helping to accomplish a common fare payment system and supporting future seamless verification of eligibility discounts. YCTD requested a total of 68 devices (includes 20% spares) for installation in buses as part of the application.

The EMV devices read contactless enabled credit/debit cards and smartphones and like most retail transactions, are an open loop means of making payments. These EMV devices can exist alongside legacy closed-loop smartcard systems like the Connect Card and be part of the transition and growing innovation provided, organized, and scaled at the state level.

Cal-ITP worked with the Department of General Services (DGS) to procure and pre-qualify EMV reader vendors and transit payment processors. Due to the scale involved, this effort aims to lower costs for transit agencies, standardize information for customers, and lower barriers of entry to access Cal-ITP compatible hardware and vendors. YCTD would not be required to complete a separate procurement process in order to obtain the EMV readers or payment processor.

If successfully funded, YCTD will be required to work with the CCJPA and SACOG to administer the installation and implementation of the EMV readers and system. Key elements include:

- Administrative documentation,
- Performance reporting and monitoring,
- Selecting an eligible EMV reader best suited to our vehicles and services and order and install the devices (including spares),

- Contract with a transit payment processor,
- Integration testing and establish maintenance procedures,
- Enter into revenue service and market/promote the new payment system,
- Maintain vendor relations with the EMV reader manufacturer and payment processor

The CCJPA is seeking 100-percent grant funding for this element of the application and there will be no direct costs to YCTD to obtain the EMV readers. Staff time will be necessary to administer and monitor the program and grant elements, though are not anticipated to be difficult or excessive to complete. Installation and maintenance of the devices will be covered under existing maintenance contract and operating budgets. Transaction costs may be incurred and will vary dependent on the payment processor selected. Fees are anticipated to be similar to current processing fees already incurred by YCTD for fare payments and transactions.

YCTD staff recommends Board approval to participate in the grant application as a recipient of funds to procure and install EMV readers, and to authorize the Executive Director to sign a letter in support of the application. A draft letter of support is attached.

#### **Attachment #1: Draft Letter of Support**



City of Davis — City of West Sacramento — City of Winters City of Woodland — County of Yolo EX Officio — Caltrans District 3 — University of California, Davis

February 15, 2022

Ms. Elissa Konove, Acting Secretary/Undersecretary 915 Capitol Mall, Suite 350B Sacramento, California 95814

Re: Support for CCJPA's 2022 TIRCP Application

Dear Ms. Konove,

The Yolo County Transportation District (YCTD) is writing this letter in support of the Capitol Corridor Joint Powers Authority (CCJPA) 2022 Transit and Intercity Rail Capital Program (TIRCP) grant application.

YCTD operates multiple transit modes connecting the residents of Yolo County and its communities to destinations throughout the region. The fixed-route network known as Yolobus provides local, intercity, and express bus services, as well as complementary paratransit services and micromobility transportation options. Transit service along the I-80 Corridor is a key component of Yolobus service, and improving the ease of access and service reliability will benefit the region.

Not only does this grant application include improvements at the Sacramento Valley Station (SVS), but the grant request also includes projects which provide improved regional commuter bus routing in downtown Sacramento, a bus layover facility designed to support electric bus charging, and importantly, funding for contactless payment readers for our regional (and local) bus fleet in accordance with the California Integrated Travel Program (Cal-ITP) objectives. This project will enhance Yolobus services for our customers, simplifying fare payments, facilitating smooth connections for regional travel, improve ridership, and supporting YCTD and regional climate goals.

The CCJPA is in a unique position as an intercity passenger rail operator to connect regional Sacramento transit operators with the Bay Area along with their existing fiscal support for Cal-ITP. In the spirit of true partnership, we look forward to implementing our portion of a successful TIRCP award and anticipate working with the Sacramento Area Council of Government (SACOG), the City of Sacramento, and the Sacramento Regional Transit District (SacRT) to help realize the suite of projects addressed by this TIRCP grant request.

Should you have any questions about this expression of support for CCJPA's TIRCP grant application, please do not hesitate to reach out to me at <a href="mailto:abernstein@yctd.org">abernstein@yctd.org</a>, or by calling me at (530)-402-2819. Thank you for your consideration of this important project.

Sincerely,

Autumn Bernstein Executive Director Yolo County Transportation District

CC: Don Saylor, Chair, YCTD Board of Directors; Rob Padgette, Managing Director, Capitol Corridor Joint Powers Authority

#### **Yolo County Transportation District**

350 Industrial Way Woodland, CA 95776 530.661.0816 FAX: 530.661.1732 www.yolobus.com

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

Topic: Approve Equal Employment Opportunity Program (EEOP) Policy	Agenda Item#:	3e Deliberation/Action
		Attachments: Yes No
	Agenda Type:	
Prepared By: A. Bernstein		Meeting Date: February 14, 2022

# **RECOMMENDATION:**

Staff recommends that the Board of Directors approve the attached Equal Employment Opportunity Policy.

# **BACKGROUND:**

Equal Employment Opportunity Policy is required under Federal law (Equal Employment Opportunity Act of 1972), and is designed to ensure that employers do not discriminate based on race, color, national origin, sex, and religion, and do not tolerate discriminatory behavior in the workplace. It also prohibits employers from retaliating against any employee who exercises his or her rights under the law.

This policy updates and replaces YCTD's previous EEO Policy to reflect contemporary case law and best practice, including protections of gender identity and expression.

# YOLO COUNTY TRANSPORTATION DISTRICT EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

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#### Policy: Discrimination, Harassment, and Retaliation Prevention Policy

#### **POLICY**

The Yolo County Transportation District (District) is committed to providing a professional work environment free from discrimination and harassment, including discrimination and harassment based on a protected category, and an environment free from retaliation for participating in any protected activity covered by this Policy. The District is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, we have adopted and maintain this anti-discrimination Policy designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace. We will implement appropriate corrective action(s), up to and including formal discipline, in response to misconduct-including violations of the District's anti-discrimination Policy--even if the violation does not rise to the level of unlawful conduct.

The District prohibits discrimination or harassment based on the following categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. In addition, the District prohibits retaliation against a person who engages in activities protected under this Policy. Reporting, or assisting in reporting, suspected violations of this Policy and cooperating in investigations or proceedings arising out of a violation of this Policy are protected activities under this Policy.

All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this Policy so that we have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this Policy. We are committed to responding to alleged violations

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<sup>&</sup>lt;sup>1</sup> The District recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the human resources unit.

of this Policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

#### **Scope of Protection**

This Policy applies to District applicants and employees (co-workers, supervisors and managers). As used in this Policy, the term "employee" includes contractors and volunteers in our workplace. In addition, this Policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from District's premises, such as a business trip or business-related social function.

#### **Applicant/Employee Rights**

- The right to a discrimination, harassment, and retaliation-free work environment.
- The right to file a complaint of discrimination, harassment, or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.
- The right to a full, impartial and prompt investigation by the Executive Director or designee into allegations of conduct that would violate this Policy.
- The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.
- The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.
- The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.
- The right to file a complaint directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

#### CONDUCT PROHIBITED BY THIS POLICY / DEFINITIONS

#### **Discrimination:**

As used in this Policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, protected category. Protected categories include: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. Discrimination includes unequal treatment based upon the employee or applicant's association with a member of these protected classes.

Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be

a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law<sup>2</sup>, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

#### **Harassment:**

As used in this Policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

#### **Sexual Harassment:**

As used in this Policy sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sexbased conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

- 1. Quid Pro Quo Sexual Harassment ("this for that")
  - Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
  - Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.
- 2. Hostile Work Environment Sexual Harassment
  Conduct of a sexual nature or on the basis of sex by any person in the workplace that
  unreasonably interferes with an employee's work performance

<sup>2</sup> For example veterans preference as permitted under Government Code 18973.1.

and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

#### **Retaliation:**

As used in this Policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under this Policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this Policy and/or cooperating in investigations or proceedings arising out of a violation of this Policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this Policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this Policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this Policy.

#### TRAINING REQUIREMENTS

Every two years, all supervisory employees must attend Sexual Harassment Prevention and Workplace Civility training aimed at increasing their understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture of mutual respect in our workplace. Specific components of the training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this Policy. The training must be provided by trainers who, in addition to the other requirements set forth in 2 CCR 11024, have the ability through training or experience to train supervisors on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the Discrimination, Harassment, and Retaliation Prevention / Page 5 of 9

workplace.

#### ADDRESSING AND REPORTING VIOLATIONS OF THIS POLICY

Any employee or applicant who experiences or witnesses behavior that they believe violates this Policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant or employee should also immediately report the alleged violation to his/her supervisor, manager or the EEO Officer. There is no chain of command when contacting the EEO Officer; an individual does not need supervisor or manager approval to do this. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor, manager or the EEO Officer. A complaint may be brought forward verbally or in writing. Written complaints can be made using the EEO Complaint Form (attached to this Policy).

Supervisors or managers who learn of any potential violation of this Policy are required to immediately report the matter to the EEO Officer and must follow that officer's instructions as to how best to proceed.

The District will promptly look into the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a formal complaint, the District may initiate an investigation where it has reason to believe that conduct that violates this Policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, the District may continue the investigation to ensure that the workplace is free from discrimination, harassment, and retaliation. Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, the District may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.

To the extent possible, the District will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this Policy. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.

Upon completion of the investigation, if misconduct is substantiated, the District will take appropriate corrective and preventive action calculated to end the conduct up to and including formal discipline where warranted.

Contact information for the District's EO Officer is: Leticia Ambriz Yolo County Transportation District 350 Industrial Way Woodland, CA 95776 (530) 402-2816 lambriz@yctd.org

Discrimination, Harassment, and Retaliation Prevention / Page 6 of 9

#### FILING OF COMPLAINTS OUTSIDE THE DISTRICT

Employees and applicants may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

#### California Department of Fair Employment and Housing

2218 Kausen Drive, Suite 100 Elk Grove, CA 95758 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711 contact.center@dfeh.ca.gov https://www.dfeh.ca.gov

#### **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West, P.O Box 36025 San Francisco, CA 94102-3661 1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only) http://www.eeoc.gov/employees

#### **CORRECTIVE ACTION GUIDELINES**

The District will take appropriate corrective action(s) up to and including formal discipline against any employee(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as the District.

# Yolo County Transportation District DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION POLICY COMPLAINT FORM

COMPLAINANT INFORMATION
NAME:
DIVISION / UNIT:
OFFICE LOCATION:
WORK PHONE:
IMMEDIATE SUPERVISOR:
Please describe the conduct that you believe violates the Discrimination, Harassment or Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the EEO officer.

# PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY Person #1 - Name: **Position: Work Location: Position:** Person #2 - Name: **Work Location:** Person #3 - Name: **Position: Work Location:** PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS **Witness Name: Position: Work Location:** Witness Name: **Position: Work Location: Position: Work Location: Witness Name:** HAVE YOU COMPLAINED TO ANYONE AT THE YOLO COUNTY TRANSPORTATION DISTRICT ABOUT THIS MATTER? If yes, explain the situation. When did you complain, to whom, and what was the result?

Please submit to the Equal Employment Opportunity Officer Leticia Ambriz (lambriz@yctd.org).

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

Topic: Approve Updated YCTD Cash Asset Protection Policy	Agenda Item#:	3f Deliberation/Action
		Attachments: Yes No
	Agenda Type:	
Prepared By: A. Bernstein		Meeting Date: February 14, 2022

# **RECOMMENDATION:**

Staff recommends that the Board approve an updated Cash Asset Protection Policy.

# **BACKGROUND:**

This item implements a key recommendation from the assessment of YCTD Cash Asset Protection Policy prepared by the consulting team at Regional Government Services (RGS) – see attachment for more details.

RGS' assessment found that some policies and systems had fallen into disuse or become outdated. Staff are asking the Board to adopt this updated policy to strengthen internal controls and minimize risk to the District and its employees.

# Yolo County Transportation District (YCTD) Cash Asset Protection Policy DRAFT, 2/7/22 v3

- 1. **Purpose:** This policy is intended to protect the Yolo County Transportation District (YCTD) cash and bank account assets against loss, theft and unauthorized use.
- Physical security: All cash assets and check stock for YCTD bank accounts shall be physically secured in locked boxes and or rooms, with restricted access to the keys, combinations, or other means of entry to those boxes and rooms.
- 3. **Assigning roles and responsibilities:** The Executive Director or their designee shall be responsible for assigning roles and responsibilities for the reviews, reconciliations, and other tasks referenced in this policy.
- 4. **Processing Farebox cash:** At least two YCTD employees shall be present when farebox or other cash is being collected, counted and prepared for deposit, except during times of staffing shortfall when a second employee is not available, in which case a single employee may process cash, provided that the employee informs the Executive Director and/or their designees in writing by text message or email of the circumstances requiring them to process cash by themselves. A log shall be kept each time the cash is counted and prepared for deposit, including the date, time and legible signature or initials of employees present at time of counting confirming the count.
- 5. Cash Proceeds from Ticket Sales at YCTD Office: Cash received and deposited from ticket sales at the YCTD office shall be regularly reconciled to the point-of-sale electronic record by an individual who did not receive or handle the cash for deposit. Any unexplained discrepancies shall be immediately reported to the YCTD Executive Director and/or their designees.
- 6. **Incoming mail.** The responsibility for opening incoming YCTD mail shall be assigned to separate staff from those responsible for recording financial transactions in financial system of record. Any checks or cash enclosed in incoming mail shall be logged prior to transferring the checks or cash to finance staff for deposit and recording in the financial system of record.
- 7. **Farebox cash reconciliation:** Each time cash is counted and deposited, the cash deposits originating from the farebox shall be reconciled to the amount of cash reported by farebox electronic cash counting systems for the comparable time period. The reconciliation shall be carried out by a YCTD employee or independent auditor or contractor who was not involved in collecting or counting the cash. Each reconciliation shall be signed or initialed and dated by the preparer, and reviewed by a reviewer or manager, who shall also initial and date the reconciliation. All reconciliations showing any material unexplained discrepancies of 5% or more shall be immediately reported to the YCTD Executive Director and/or their designees.
- 8. **YCTD Payments by check, wire transfer or other electronic bank transfers:** Any YCTD payments by check, wire transfer or other electronic bank transfers shall require at a minimum of two authorizations—which may be either by signature, electronic approval, bank verification by telephone, or other auditable means.

- 9. **Purchasing Card transactions:** YCTD Purchasing Card transactions shall be subject to a separate Purchasing Card policy approved by the YCTD Board.
- 10. **Financial System Entry and Approval Separation of Duties:** Financial system transactions should normally be reviewed by a separate person from the one entering the transaction prior to posting. If there are staffing limitations or an urgent situation requiring one person to enter and post a financial transaction, that person shall notify the Executive Director or their designee in writing (email is sufficient) with the details of the transactions posted without prior secondary review.
- 11. **Financial and Payroll System Audit Trail Reports Review:** Audit trail reports from the financial and payroll systems of record shall be reviewed at least monthly by an authorized reviewer who was not involved in posting transactions within the systems. The reports should include comprehensive transaction lists with associated preparer and approver names, and lists of changes to employee and vendor address and financial account records. The reviewer shall sign and date the reviews (electronic notation is sufficient), and shall report any unexplained anomalies of concern to the Executive Director or their designee.
- 12. **Bank account reconciliation:** All YCTD bank account balances, including those held by Yolo County and any other YCTD bank accounts shall be reconciled with YCTD financial accounting system ledgers at least monthly. Each reconciliation shall be signed or initialed and dated by the preparer, and reviewed by a reviewer or manager, who shall also initial and date the reconciliation. Any material unexplained discrepancy shall be immediately reported to the YCTD Finance Director or Executive Director.

#### 13. Staff Reporting Responsibilities

- 9.1. Any YCTD employee who observes unusual or potentially erroneous or suspicious incidents, practices or financial calculations that could result in loss, theft or unauthorized use YCTD assets must report their observation to their supervisor, the YCTD Finance Director or the YCTD Executive Director, or, in cases potentially involving the Executive Director, to any member of the YCTD Board of Directors. No employee may be retaliated against for reporting such observations or suspicions.
- 9.2. Any supervisor, manager or member of the Board of Directors receiving a report of unusual or potentially suspicious activities shall promptly consult with the YCTD's legal counsel prior to initiating an investigation.

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

Topic: Approve Updated YCTD Purchasing Card Policy	Agenda Item#:	3g Deliberation/Action
	Agenda Type:	Attachments: Yes No
Prepared By: A. Bernstein		Meeting Date: February 14, 2022

# **RECOMMENDATION:**

Staff recommends that the Board approve an updated Procurement Card Policy.

# **BACKGROUND:**

This item implements a key recommendation from the Assessment of YCTD Financial Management Systems prepared by the consulting team at Regional Government Services (RGS) – see Agenda Item 7 for more details.

RGS' assessment found that some policies and systems had fallen into disuse or become outdated. Staff are asking the Board to adopt updated policies to strengthen internal controls and minimize risk to the District and its employees.

#### Yolo County Transportation District (YCTD) Purchasing Card Policy, DRAFT 2/8/22

**Purpose:** The purpose of this policy is to promote the responsible use of purchase cards as an efficient method to pay for low cost and emergency purchases in accordance with YCTD procurement policies.

#### **Policy**

- 1. The Purchasing Card may be used for authorized work-related purchases under the small purchase threshold established by this policy that are not specifically excluded by this policy, and for larger purchases specifically authorized by this policy. Authorization procedures shall be established by the Executive Director.
- 2. The Purchasing Card shall not be used to:
  - a. Pay for any non-work-related expenses, even if the employee intends to reimburse YCTD.
  - b. Circumvent YCTD procurement policies or to obtain goods or services normally obtained through purchase order
  - c. Obtain cash.
  - d. Any other purchases that may be prohibited by law, regulation, or policy, including expenses deemed unallowable under federal guidelines contained in 2 CFR Part 200, Subpart E. Such costs include, but are not limited to.
    - i. Alcoholic beverages;
    - ii. Entertainment expenses (unless as part of a registration fee) and entertainment expense for guests;
    - iii. Incidental expenses, which include personal expenses incurred during travel that are for the benefit of the employee and not directly related to the official purpose of the travel. Examples include, but are not limited to, the purchase of personal hygiene items, magazines, books, movie rentals, and other miscellaneous items;
    - iv. Political expenses;
    - v. Travel insurance expenses;
    - vi. The cost of traffic fines and parking tickets.
- 3. Purchases larger than \$500 may be made with prior written approval (e-mail is sufficient) of the Executive Director or their designee(s), for:
  - a. Employee business-related travel, training, and conference registrations;
  - b. Items that are needed on an emergency basis, or where immediate payment would allow YCTD to avoid late fees or penalties;
  - **c.** Reference materials, and authorized software licenses, and subscriptions where use of the Purchasing card is more convenient than other procurement processes.
- 4. **Cardholder responsibilities:** The cardholder is the individual whose name is printed on the purchase card. Individual cardholders are responsible for:
  - a. Ensuring that the card issued to them is not used for unauthorized transactions.
  - b. Maintaining proper documentation and receipts for all transactions;
  - c. Reviewing and certifying the correctness and business necessity of transactions listed on

- the monthly statements;
- d. Maintaining the security of the physical purchasing card, the account number, the expiration date, and security code.
- e. Resolving exceptions and disputes directly with vendors or the Purchasing card issuer..
- f. Promptly notifying the bank and Program Administrator of any suspicious transactions.
- **5. YCTD Purchasing Card Program Administrator:** The YCTD Executive Director or their designee shall serve as YCTD's Purchasing Card Program Administrator. The Purchasing Card Program Administrator is responsible for:
  - a. Determining which staff will be issued Purchasing cards.
  - b. Establishing internal controls, including designating employees to:
    - i. Confirm items listed on Purchasing Card statements are for expenditures authorized under this policy (including initials or signature and date of employee conducting the review, for audit trail purposes);
    - ii. Enter transactions into YCTD's accounting system of record;
    - iii. Pay monthly Purchasing Card bills.

#### 6. Fuel Cards

YCTD may elect to initiate a Fuel Card program, which would provide for purchasing cards to be checked out or stored in YCTD vehicles for the sole purpose of purchasing fuel for those vehicles. Such cards may be used only for fuel or vehicle maintenance supplies purchased at the fuel station. Such cards may not be used for purchase of personal items or fuel for any other vehicle aside from the one the card is assigned to.

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

Topic: Approve Updated YCTD Record Management Policy	Agenda Item#:	3h Deliberation/Action
		Attachments: Yes No
	Agenda Type:	
Prepared By: J. Perez		Meeting Date: February 14, 2022

# **RECOMMENDATION:**

Staff recommends that the Board approve an updated Record Management Policy.

# **BACKGROUND:**

This item implements a key recommendation from the assessment of YCTD Record Management Policy prepared by the consulting team at Regional Government Services (RGS) – see attachment for more details.

RGS' assessment found that some policies and systems had fallen into disuse or become outdated. Staff are asking the Board to adopt this updated policy to strengthen internal controls and minimize risk to the District and its employees.

#### Yolo County Transportation District (YCTD) Record Management Policy (draft 2/4/22)

YCTD hereby adopts this Record Management Policy. This policy supersedes all previous record management policies issued by YCTD. This policy covers all records and documents, regardless of physical form or characteristics, made or received by YCTD in connection with the transaction of public business.

- 1. Purpose: The purpose of this policy is to provide a system for managing YCTD's records, to safely store and retain those records that need to be retained, to comply with all applicable legal requirements regarding document retention and destruction, to identify and establish guidelines for the destruction of those documents that are obsolete or for which retention is otherwise not required, and to save YCTD money and staff time by allowing for storage of YCTD records in the most cost-effective means available and the orderly disposal of records that are not legally required to be retained.
- 2. YCTD shall retain documents for the period of their immediate or current use, unless longer retention is necessary to comply with contractual or legal requirements, YCTD has determined that a longer retention period is required for historical reference, or for other purposes as set forth below. YCTD record types with identified retention types are identified in the attached record retention schedule. To the extent any applicable legal or regulatory requirement exists that is longer than the time identified in the attached schedule, the longer retention period will automatically apply. YCTD shall review the attached retention schedule at least every five years, or more frequently as necessary to incorporate legal, regulatory and operational developments. Modifications to the attached retention schedule may be authorized by the YCTD Executive Director at any time and implemented through publishing an amendment to this policy shared with staff and the Board of Directors.
- 3. Documents and other materials (including originals and duplicates) that are not otherwise required to be retained, are not necessary to the functioning or continuity of the office or have no legal significance may be destroyed when no longer needed. Examples include paper copies of documents converted to electronic or digital format, where the electronic or digital version of the record constitutes of the copy of record; materials and documents generated for the convenience of the person generating them; draft documents; and duplicate copies of records that are no longer needed, and duplicates of items where the copy of record is held by an entity other than YCTD. Specific examples include miscellaneous correspondence not requiring follow-up or departmental action, notepads, e-mails that do not contain information otherwise required to be retained under this policy, With limited exceptions, no specific retention requirements are assigned to documents in this category. Instead, it is up to the originator or recipient to determine when the document's business utility has ended.
- 4. YCTD shall minimize the collection and retention of social security numbers, credit card numbers, personal health-related records, and any other personally-identifying confidential information (confidential information). Where there is a business purpose to retain social security numbers (such as in employee personnel or payroll files), those numbers shall only be stored on devices not connected to the internet (such as USB drives) or with a payroll service that guarantees strong encryption, or in paper files that are kept in a secure location with restricted access. Credit card numbers should never be written down or typed into any YCTD desktop,

laptop or server. Any electronic files containing other confidential information shall be password-protected or otherwise have electronic access restricted to the minimum number of people with a YCTD business purpose to access such information. Any paper files containing confidential information shall be kept in a locked file cabinet or room, with access restricted to those with a YCTD business purpose to access the information. Employee off-boarding procedures shall include steps to ensure that departing employees no longer have electronic or physical access to confidential information. The YCTD Executive Director or Finance Director shall conduct an annual review to ensure that electronic and physical access to confidential information is restricted to those individuals with a business purpose.

# 5. Record Retention Schedule, updated February 1, 2022

Record Type	Retention Period	Remarks
YCTD Board Agenda Packages and Minutes	Permanent	Stored electronically with regular backups, and accessible on YCTD website.
Final annual or biennial Audited Financial Reports Triennial Audits and other FTA, State, or other audits	Permanent	Stored electronically with regular backups and accessible on YCTD website
Supporting documentation to audits	3 years after the date of the final audit report.	
YCTD payment and deposit information, including related invoices, calculations, approvals, and other backup documentation	7 years, unless the transactions are related to a grant, audit or litigation that requires longer retention.	May be stored electronically in a financial accounting system of record, or in other locations approved by the YCTD Finance Director or Executive Director. Paper documents converted to electronic format do not need to be retained as long as the electronic versions are preserved in a system of record.
Records related to grant- related expenditures and funding drawdowns (other than drafts and duplicates)	7 years or 3 years after grant close-out as determined by the funding agency, whichever is longer.	
Paratransit rider applications	7 years after submittal.	
YCTD correspondence sent and received relating to YCTD staff or Board official business	7 years.	
Records related to pending or past litigation	Consult with legal counsel.	
Payroll and Personnel Records	7 years after end of employment with YCTD.	

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

<b>Topic:</b> Approve Updated YCTD Travel and Expense Reimbursement Policy	Agenda Item#:	3i Deliberation/Action
	Agenda Type:	Attachments: Yes No
Prepared By: A. Bernstein		Meeting Date: February 14, 2022

# **RECOMMENDATION:**

Staff recommends that the Board approve an updated Travel and Expense Reimbursement Policy.

# **BACKGROUND:**

This item implements a key recommendation from the assessment of YCTD Travel and Expense Reimbursement Policy prepared by the consulting team at Regional Government Services (RGS) – see attachment for more details.

RGS' assessment found that some policies and systems had fallen into disuse or become outdated. Staff are asking the Board to adopt this updated policy to strengthen internal controls and minimize risk to the District and its employees.

#### Yolo County Transportation District (YCTD) Travel and Expense Reimbursement Policy Draft, 2/1/22

# 1. YCTD Adheres to Federal Travel Guidelines published by the U.S. General Services Administration (GSA).

Links to GSA travel policies can be found at <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>. Any requests for exceptions to those guidelines must be approved in writing by the YCTD Executive Director. Reimbursement can be provided only for expenses meeting an approved business need.

## Pre-Authorization for Training and Air and Overnight Travel Expenses – Advance Approval Required via YCTD Travel Pre-Authorization Form (or equivalent)

All requests for employee training and air and overnight travel expenses to be paid for or reimbursed by YCTD require approval in advance using the attached YCTD Expense Pre-Authorization Form, obtainable in Excel from YCTD administrative staff. Approval may be by physical or electronic signature, or through email concurrence where the text of the email includes all the relevant information from the form.

#### 3. How to get Reimbursed

Reimbursement requests should be submitted to the Employee's supervisor and the Deputy Director, Finance or their designee, within 30 days after expenses are incurred. Attach a copy of approved pre-authorizations, along with all applicable receipts.

#### 4. Ground Transportation/Local Travel

Written pre-authorization documentation is not required for local ground transportation with no overnight stay involved. Employees should still provide advance notification to their supervisor or management of such travel and its business purpose. Reimbursement will require supervisor approval and applicable receipts. Routine commuting expenses to and from the office are not reimbursable.

For non-commute business use of a personal vehicle, attach map showing miles driven and apply current GSA POV rate. The rate as of January 2022 is \$0.585/mile. The current rate may be confirmed at: <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>.

#### 5. Air Travel

For air travel, YCTD will reimburse for economy class on the most economical routing that meets business needs without significant change and cancellation fees. Include a copy of the proposed itinerary with a cost quote in your authorization request. Employees may coordinate with Finance staff to purchase airfare using a YCTD business credit card. Employees may also purchase airfare for themselves and seek reimbursement after the travel is complete.

#### 6. Travel Change and Cancellation Fees

If an employee seeks reimbursement for change and cancellation fees, the employee must submit a written explanation for the reason/business need for the itinerary change or cancellation.

#### 7. Choosing between different modes of travel (e.g. flying versus driving).

In choosing between travel modes (e.g. by air versus driving), the employee should determine the most reasonable and cost-effective mode of transportation. In situations where employees would normally travel by air, but an employee chooses to drive instead, reimbursement will be the lower of the two options, driving or flying.

#### 8. Combining Business with Personal Travel

For a trip combining business and personal travel, the employee must obtain quotes for what the business trip would have cost by itself, versus the extra cost of adding business travel to their personal itinerary. The employee may be reimbursed the lesser of those two amounts. The employee is responsible for attaching this analysis to their travel reimbursement request.

#### 9. Hotels/Lodging

YCTD follows federal GSA guidelines regarding maximum rates for hotels, found at <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>. Reimbursement for hotel rates above the GSA maximum require justification. Allowable justifications include use of conference rates at a conference hotel or documentation showing that a lower rate could not be found close to the work location. Non-conference rates higher than GSA maximum require pre-approval from the YCTD Finance Director.

#### 10. Meals and incidental expenses (for overnight travel only)

Use GSA M&IE rate for your destination (found at <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>). No receipts are required. Use 75% rate on travel days. If you combine travel with vacation, do not claim M&IE for personal days. No per-diem is provided for same day travel or training with no overnight stay. If you receive meals from hotel or conference, deduct the GSA value of those meals from your reimbursement claim. Each city in the federal rate guide has a dollar value for the full day depending on the relative cost of meals in that jurisdiction. Once you obtain the total dollar value, you can refer to the GSA Meals per-diem table determine the rates for each meal and incidentals. The GSA chart effective 2022 is shown below:

M&IE Total	Breakfast	Lunch	Dinner	Incidental	1st & Last Day
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$14	\$16	\$29	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50
\$79	\$18	\$20	\$36	\$5	\$59.25

#### 11. Other Travel Expenses Reimbursed via Actual Costs

Other reasonable business-related travel expenses are reimbursable based on actual costs, including parking fees, bridge tolls, business-related Internet access, copying charges, and fuel for YCTD vehicles. Note that fuel for business use of private vehicles is not separably reimbursable because that cost is already covered by the private vehicle mileage allowance. If a YCTD vehicle has a YCTD-issued fuel card associated with it available for use, employees should use that card for refueling rather than paying for fuel themselves and seeking reimbursement.

#### 12. Receipts

No receipts are needed for expenses included in per-diem (i.e. meals), tolls, public transit, parking meter payments, or other itemized under \$10. Receipts are needed for all other claimed expenses over \$10, including airfare, itemized hotel bill, taxi, car rental, parking garage, etc.

#### 13. Non-Travel Employee Expenses

Employees may be reimbursed for reasonable work-related field expenses of up to \$200 from a single vendor, for items that could not be purchased through standard purchasing channels, with written approval from the YCTD Finance Director. Employees must seek prior written approval by e-mail or text, except in case of emergency when there is an urgent business need, in which case after-the-fact approval should be sought and received as quickly as possible. Exceptions to the \$200 limit with sufficient justification may be approved on a case-by-case basis by the Finance Director. Employees should attach a copy of their approval to their reimbursement request.

#### 14. Food

Food for routine internal staff meetings, celebrations and holiday parties may be provided or solicited on a voluntary basis from YCTD staff but would not normally be reimbursed by YCTD unless specifically authorized by the YCTD Finance Director.

Reimbursement for the reasonable cost of refreshments for employee recognition events and meetings involving non-YCTD staff may be reimbursed, with pre-approval from the YCTD Finance Director.

#### 15. Non-Reimbursable Expenses

YCTD will not reimburse for travel or other expenses deemed unallowable by the federal government in 2 CFR Part 200, Subpart E. Non-reimbursable expenses include, but are not limited to, the following:

- a. Alcoholic beverages;
- b. Entertainment expenses (unless as part of a registration fee) and entertainment expense for guests;
- c. Incidental expenses, which include personal expenses incurred during travel that are for the benefit of the employee and not directly related to the official purpose of the travel.
   Examples include, but are not limited to, the purchase of personal hygiene items, magazines, books, movie rentals, and other miscellaneous items;

- d. Political expenses;
- e. Travel insurance expenses;
- f. The cost of traffic fines and parking tickets.

Employees will be held responsible for unauthorized YCTD costs incurred for the employee's personal preference or convenience.

#### 16.Cash Advances

Due to the extra accounting work required by issuing cash advances, it is YCTD policy not to provide advances to employees prior to travel, unless exceptional circumstances apply. Any request for an advance must be approved by the YCTD Finance Director.

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

Topic: Approve Revised Procurement & Grants Specialist Position Description	Agenda Item#:	3j Deliberation/Action
		Attachments: Yes No
	Agenda Type:	
Prepared By: J. Perez		Meeting Date: February 14, 2022

# **RECOMMENDATION:**

Staff recommends that the Board approve a revised position description for the Procurement & Grants Specialist Position.

# **BACKGROUND:**

YCTD has held one round of recruitment for the Procurement and Grants Specialist position, which is a new position that was established by the Board in June 2021. Some qualified candidates applied in the initial round, but those candidates declined the position when offered. Based on those candidates' feedback, the salary range for the position was increased at the December 2021 Board meeting.

In an effort to attract more qualified candidates to apply in the next round, staff has also updated the position description to make it more targeted to the skill set we are looking for, to place more emphasis on the desire to learn and be self-motivated rather than requiring very specific experience, and to remove job requirements that may unintentionally turn some applicants away.

This item updates the previous version of the Procurement & Grants Specialist Position for reposting. Please see attachment for full job description.

YOLO COUNTY TRANSPORTATION DISTRICT

\$74,748 - \$100,565 Annually

Established: June 14, 2021

Revised: December 13, 2021

February 14, 2022

(anticipated)

#### PROCUREMENT AND GRANTS SPECIALIST

#### **Definition:**

Under supervision of the Deputy Director of Finance and Administration or his/her designee, the Procurement and Grants Specialist will help manage and administer YCTD's federal, state and local grant funds, and will ensure that all procurements adhere to adhere to YCTD's procurement policies, as well as state and federal procurement rules. This position will also provide assistance on special projects and perform other duties as assigned.

#### **Key Responsibilities:**

Grants Administration

- Tracks grant and capital project revenues and expenditures for a variety of state and federal grant programs.
- Researches, develops and implements enhanced grant tracking procedures using MS Excel, an Enterprise Resource Planning (ERP) or database system, or some combination of these tools.
- In consultation with Planning staff, prepares forms and documents that must be submitted to grantors (Caltrans, Federal Transit Administration, etc.) to secure grant funding
- Prepares grant reports, including progress reports, amendments, and closeout reports (with assistance from project managers on non-financial components)
- Assists with competitive grant applications as assigned, including researching estimated costs, preparing budgets, compiling and visualizing data, etc.
- Assists with presentations and reports for management and YCTD Board/committees

#### **Procurement**

- Serves as the in-house expert on procurements. YCTD will provide training and support (internal training, National Transit Institute courses, etc.) to help the Procurement and Grants Specialist develop the knowledge and skills necessary to fulfill this role
- Assists with updates to YCTD's Procurement Policy
- Helps YCTD project managers prepare solicitations (Requests for Proposals, Invitations for Bid, Requests for Qualifications, etc.) that adhere to YCTD's adopted procurement procedures and Federal/State guidelines. Samples of the types of procurements and contracts that the Procurement and Grants Specialist will help with include: Zero Emission Fleet Planning Consultant, Microtransit Technology Platform, Compressed Natural Gas (CNG) Bus Re-Tanking, Bus Stop Signage, On-Call Engineering and/or Planning, Brochure/Schedule Printing, etc. Note that YCTD's third party contractor for transit operations and maintenance does its own purchasing and procurement for most vehicle parts,

- equipment, etc.
- Supports project managers with pricing and cost estimate tasks (e.g., corresponding with vendors and sales representatives to obtain pricing, seeking pricing from peer agencies who have made similar purchases, determining availability and delivery dates for goods and services)
- Reviews bids and proposals for responsiveness, price, and compliance of items to specifications; and adherence to YCTD's adopted procurement procedures.
- Provides research assistance to Management and assists with monitoring and implementing special projects (e.g., construction and consultant contracts, capital acquisitions, change orders).
- Administers the storage, disposal, sale, transfer, or trade of surplus district property.

Education and Experience: Any combination of training and experience which would provide the required knowledge, skills and abilities to perform the essential functions of the position. A typical way to obtain the required knowledge and skill would be:

Education: A Bachelor's Degree or equivalent from an accredited college or university with major coursework in finance, accounting, business administration, public administration, or a closely related field.

*Experience:* Three years of progressively responsible relevant experience.

#### **Skills and Attributes:**

#### Required

- Advanced Microsoft Excel proficiency, including the ability to use and create formulas and pivot tables
- Intermediate to advanced proficiency in the other Microsoft Office programs, including Word, PowerPoint, and Outlook
- Strong organizational skills and attention to detail
- Strong oral and written communication skills in a variety of settings
- Ability to use sound judgment to make decisions
- Ability to organize, coordinate projects, set priorities, meet deadlines and followup on assignments with minimal supervision
- Desire to help improve processes and organize financial data
- Desire to learn and grow professionally, including interest in receiving training (as needed) to become proficient at the skills in the "desired" section below

#### Desired

- Knowledge of federal, state and local grant requirements and procedures
- Knowledge of federal procurement rules, particularly Federal Transit Administration (FTA) third party procurement rules
- Experience using database management systems and/or SQL queries

#### **About Us:**

The Yolo County Transportation District's (YCTD's) mission is to provide alternative transportation to the general public and transit dependent individuals in Yolo County. YCTD is most known today as the operator of Yolobus, fixed route bus service that

serves Woodland, West Sacramento, Davis, Capay Valley, the Sacramento International Airport and downtown Sacramento. Going forward, YCTD plans to have a stronger multimodal emphasis, and intends to complement multi-city fixed route hubs with microtransit and the development of intercity bicycle/pedestrian trails. YCTD has 13 full time employees and operates all of its public transit services through a third party contractor.

YCTD is an Equal Opportunity Employer that values a diverse and inclusive workforce. Women, people of color and LGBTQ+ individuals are encouraged to apply.

# BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Update Salary Range for Senior Planner	Agenda Item#: Agenda Type:	3k Deliberation/*Action
		Attachments: Yes No
Prepared By: A. Bernstein	•	<b>Meeting Date: February 14, 2022</b>

# **RECOMMENDATION:**

Adopt the attached Authorized Position and Salary Resolution to increase salary range for Senior Planner by \$5,000, to \$124,519.

## **REASON FOR RECOMMENDATION:**

It is the Board's responsibility to set salary ranges and it is the Executive Director's responsibility to hire new employees and implement salary increases for existing staff within the Board-approved range.

YCTD staff have been working to fill a variety of vacant positions for the last six months, with mixed results in this challenging labor market. An April 2021 salary comparison survey conducted by YCTD staff found that current salaries were, at that time, averaging 5% lower than the bottom of the comparable salary range, and 24% lower the top of the comparable salary range. These disparities, combined with current labor market conditions, have interfered with YCTD's ability to attract quality staff.

In recognition of this challenge, the YCTD Board of Directors voted in December to increase the salary ranges for most positions, including several positions that had been vacant for months due to a lack of qualified candidates. The salary increases approved in December allowed us to quickly fill the Finance Associate position and Executive Assistant/Clerk of the Board positions.

We have also recently reposted the vacant Grants and Procurement Specialist position with the higher salary and an updated job description, and we are encouraged by the quality of the applications we have received so far this round.

We are now working to hire a Senior Planner for Multimodal Projects, a new position that will lead implementation of our RAISE grant to build intercity bike trails, as well as supporting YCTD's activities on the Yolo 80 Managed Lanes project, including administration of the INFRA grant and coordination with Caltrans. We advertised this position using the salary range that the Board approved in May 2021 as part of the annual budget (\$96,473 - \$119,519). We received only three qualified candidates for the position, and their level of experience and relevant skill varies widely.

Based on this market sounding, YCTD staff believe it is necessary to increase the salary range by \$5,000 to secure a candidate that brings the experience and skillset necessary to be effective in the position.

This increase to the salary range would apply to this new hire as well as one existing staff in the Senior Planner classification. The existing Senior Planner received a salary increase as part of the Board's action in December 2021, so an additional salary increase for that position is not anticipated at this time.

# **BUDGET IMPACT**:

Minimal impact. The proposed increase falls within than the Administrative Reserve set aside in the FY 2021-22 budget.

<b>Resolution No</b>	0.
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## **Authorized Position and Salary Resolution**

The YCTD Board of Directors hereby approves and authorizes the Chair to sign an amendment to the Authorized Salary and Position Resolution as follows:

Classification Title			
Effective Date	FTE	Annual Salary Range	Narrative
Senior Transportation Planner	1.0	\$96,473 - \$124,519	Updates the salary range based on results of hiring process to date.
March 1, 2022			This results in an annual fiscal impact of up to \$5,000 at the top of the range.

APPROVED	APPROVED BY THE YCTD BOARD OF DIRECTORS					
RESOLUTIONO.:	DN	DATE:				
	BY:		, CHAIR			
ATTEST:	Autumn Bernstein, Executive Director,	YCTD				
	BY:		_ ,			

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

<b>Topic:</b> Approve YCTD Microtransit Request for Proposals	Agenda Item#:	7 Deliberation/Action
	Agenda Type:	Attachments: Yes No
Prepared By: K. Mazur		Meeting Date: February 14, 2022

# **RECOMMENDATION:**

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors approve Request for Proposal (RFP) #22-01 for a Microtransit Technology Platform that will enable YCTD to extend microtransit service to Woodland and update our current service offerings in Knights Landing and Winters

# **BACKGROUND:**

Per the recommendations of the YoloGo Study, which was adopted by the Board in April 2021, YCTD is broadening its public transit offerings to include more microtransit service. YCTD currently operates microtransit service in Knights Landing (with connections to Woodland) and Winters (with connections to Davis and Vacaville). Going forward, YCTD plans to replace select fixed route services in the City of Woodland with intracity microtransit service.

After discussing draft microtransit goals and performance measures with YCTD Citizens Advisory Committee (CAC), Technical Advisory Committee (TAC) and Board in Spring 2021, staff spoke with several peer agencies to learn about their microtransit experiences and conducted a Microtransit and Mobility as a Service (MaaS) Request for Information (RFI) process that included meetings with nine vendors. That research informed the development of the YCTD Districtwide Microtransit Goals, which were adopted by the Board on January 10, 2022. Those goals were then used to develop the Microtransit Technology Platform RFP.

As described in the scope of work, with this RFP YCTD seeks to secure the following:

- A microtransit technology platform that can be used to reserve, route, dispatch, and pay for microtransit trips in all of YCTD's microtransit service areas (Knights Landing, Winters/El Rio Villa, Woodland, potential additional areas in the future).
- A final service and deployment plan for each zone
- Technical support for the platform

The RFP also identifies the following optional tasks that bidders may provide pricing for, and YCTD may choose to exercise at its discretion during the term of the contract:

- Technical planning assistance to help YCTD plan microtransit services in the City of Woodland expansion area (strongly desired)
- Represent microtransit service data using open data standards to facilitate the discoverability of the microtransit service in third-party trip planning applications (Google Maps, Apple Maps, Transit App, etc.)
- Represent microtransit booking data using open data standards to facilitate easier booking of the microtransit service when the service is discovered through third-party trip planning applications

• Integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology

The RFP was drafted with the intent of attracting as many qualified proposers as possible, and letting those proposers offer unique and innovative solutions to meet YCTD's goals. Therefore, rather than prescribing a very specific solution in extensive technical detail, the RFP asks proposers to tell us how their technology platform can help YCTD achieve its goals. The RFP also emphasizes YCTD's desire to secure a technology platform that has a successful track record and has been used in other locations to deliver productive and cost effective microtransit services.

If the Board approves RFP #22-01 for a Microtransit Technology Platform, staff will conduct the procurement according to the schedule outlined in the RFP:

Issue date of RFP	February 15, 2022
Pre-Proposal Conference	February 24, 2022 at 10:00 AM Pacific Time
(via Zoom webinar)	
Deadline for Questions	March 3, 2022
Submission Deadline	March 15, 2022 at 4:00 PM Pacific Time

Staff will form an Evaluation Committee to review and score the applications, including representatives from the City of Woodland and potentially other local/regional partner agencies, and will conduct interviews and negotiations as needed using the process outlined in the RFP. It is anticipated that the contract with the selected vendor will be brought to the YCTD Board for approval in late Spring.

Request for Proposals (RFP) # 22-01 For

Yolo County Transportation District (YCTD)
Microtransit Technology Platform

February 14, 2022

**Submission Deadline:** 

March 15, 2022 at 4:00 PM Pacific Time

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# 1. Request for Proposal

#### 1.1 Invitation

The Yolo County Transportation District (hereinafter "YCTD") is seeking proposals from responsible firms for YCTD RFP #22-01, Microtransit Technology Platform.

#### 1.2 Procurement Schedule

#### Schedule

The procurement process schedule is as follows:

Issue date of RFP	February 15, 2022
Pre-Proposal Conference (via Zoom webinar)	February 24, 2022 at 10:00 AM Pacific Time
Deadline for Questions	March 3, 2022
Submission Deadline	March 15, 2022 at 4:00 PM Pacific Time

This schedule is tentative and may be changed by YCTD at any time.

#### **Inquiry and Questions**

Effective immediately upon release of the Request for Proposal (RFP) and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to Kristen Mazur, Senior Planner at <a href="mailto:kmazur@yctd.org">kmazur@yctd.org</a>.

#### **Pre-Proposal Conference**

A pre-proposal conference will be held via Zoom webinar at 10:00 AM Pacific Time on February 24, 2022. Firms wishing to participate may request more information by sending an email to <a href="mailto:kmazur@yctd.org">kmazur@yctd.org</a> no later than 5:00 PM Pacific Time February 23, 2022. Firms that RSVP via email prior to the deadline will receive dial-in information. All prospective proposers are encouraged to attend.

#### 1.3 Organization of Proposal Materials

To enhance the comparability and facilitate evaluation, all proposal responses must be organized as follows:

- 1. Table of Contents
- 2. Cover Letter
- 3. Technical Proposal Please see Section 4 Technical Proposal Requirements for a detailed description of what should be included in each of the following sections:
  - A. Technical approach and functionality
  - B. References/past performance
  - C. Service and Deployment plan
- 4. Attachment A Price Proposal
- 5. Attachment B Submission Form

#### 1.4 Proposal Submissions

Proposals are to be submitted electronically via email to Kristen Mazur, Senior Planner at <a href="mailto:kmazur@yctd.org">kmazur@yctd.org</a> before the submission deadline. The YCTD email system does not accept attachments larger than 10 MB. If your proposal is near this size or greater, please mail two USB drives containing your proposal to:

Microtransit Technology Platform RFP #22-01 Yolo County Transportation District Attn: Kristen Mazur, Senior Planner 350 Industrial Way Woodland, CA 95776

USB drives must be received before the submission deadline.

#### 1.5 Amendment and/or Postponement

YCTD reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, YCTD reserves the right to unilaterally revise or amend the scope of work up to the time set for submitting proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers and a copy will be posted on YCTD's website. The deadline for submitting proposals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Proposers are requested to acknowledge receipt of all addendums as part of the technical proposal. Failure to acknowledge an addendum will not automatically disqualify a proposer, but failure to address any changes in the proposal may lead to a lower score than would otherwise be the case. Any Proposer whose proposal has already been submitted to YCTD when the decision to postpone is made will be afforded the opportunity to revise or withdraw their proposal.

### 1.6 Acceptance Period

Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of sixty (60) calendar days from the date of submission of the Best and Final Offer.

#### 1.7 Evaluation and Selection Process

#### Responsiveness

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the RFP, and YCTD must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

Proposers are expected to agree with the terms contained or referenced herein. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. YCTD is under no obligation to entertain or accept any such specific exceptions.

YCTD will accept proposals that offer exceptions to YCTD's general terms and conditions. YCTD may negotiate such exceptions with Proposers that fall within the overall competitive range. Should YCTD

and a proposer fail to come to acceptable terms, that proposer shall be eliminated from consideration for contract award.

YCTD will appoint an Evaluation Committee to evaluate all proposals submitted for this project. To be acceptable, proposals shall not be more than 15 pages using twelve (12) point or greater font size. The total pages does not include the table of contents, cover letter, price proposal or required forms.

#### 1.8 Evaluation and Selection Criteria

#### **Initial Evaluation**

All proposals will be initially evaluated and ranked by the Evaluation Committee based on the weighted evaluation criteria in Table 1.

#### **Evaluation Form**

Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

Table 1. Evaluation Criteria

Criteria	Weight
	Weight
A. Technical Proposal  A. Technical approach and functionality  For each of YCTD's seven (7) microtransit goals, the proposal clearly explains the firm's technical approach and how the technology platform can help YCTD achieve its goals.	60 points
B. References/past performance The proposal demonstrates that the firm has a track record of successfully managing real time bookings and on-demand routing. The proposal demonstrates that the firms' technology can be used to implement microtransit service that is productive (as measured by passengers per hour) and cost effective (as measured by costs per hour).	15 points
C. Service and Deployment Plan  The proposal demonstrates that the firm has the ability to help clients plan for and configure microtransit services and has successfully done so in the past. The proposal also demonstrates that the firm has the capability and experience to support training, marketing and deployment of the microtransit technology platform.	10 points
Price Proposal	
Price Proposal	15 points
Total	100 points

#### Further Discussions/Clarification

After determining which of the proposals are within the competitive range, the Committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate and in the best interest of YCTD or whether negotiation should be conducted with the subset of proposers within the competitive range. If the Committee determines it is in the best interest of YCTD to enter into negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Proposers shall be prepared to respond, in writing, to all questions within the time frame provided by the Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

#### Re-Evaluation (if necessary)

When discussions (if conducted) have been completed, the technical proposals from the proposers in the competitive range shall be re-evaluated and ranked on the basis of documented changes and modifications to the proposals. All changes or modifications to the proposal must be documented in writing to be considered in the re-evaluation.

#### 1.9 Interviews, Discussions, and Negotiations

#### **Interviews**

The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range. Interviews may include a demonstration of the proposer's technology platform, including a demonstration of how the platform is used by various parties (customers, drivers, reservationists/dispatchers, customer service representatives, YCTD staff evaluating performance metrics)

#### **Negotiations**

The committee or designated members of the committee may negotiate with each Proposer whose proposal falls within the competitive range. Each Proposer remaining within the competitive range at the close of negotiations may be invited to submit a "Best and Final Offer."

#### **Best and Final Offer**

The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

#### **Contract Award**

Award will be made to the responsible firm whose proposal is most advantageous to YCTD.

#### 1.10 General Terms and Conditions

#### Contract

YCTDs Standard Contract Terms and Conditions are included as Attachment C.

Any contract resulting from this RFP may be subject to a financial assistance contract/agreement between YCTD and the California Department of Transportation (Caltrans), and between YCTD and the U.S. Department of Transportation, Federal Transit Administration (FTA). The contract shall be governed by all applicable state and federal regulations.

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained in this RFP. Upon acceptance of the offer, and upon award of the contract to the successful proposer (if any), this procurement solicitation document, together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the contract documents. The contract shall be a firm, fixed-price contract. Proposer warrants that employees who participate in this project will be compensated in accordance with the law.

#### **Contract Term**

Term is dependent upon submitted proposals. Term may include planning and development assistance before deployment. The Initial software licensing term shall be no more than two (2) years with the potential for 3 one (1) year extensions at YCTD's sole option.

# 2. Introduction and Background

### 2.1 Purpose and Scope of Work

YCTD currently operates microtransit service in two rural communities, Knights Landing and Winters/El Rio Villa. In 2022, YCTD is planning to expand its microtransit offerings to the City of Woodland, a city with a population of approximately 60,000 and a size of approximately 15 square miles. While there are not plans for YCTD to operate microtransit in any additional service areas or microtransit zones at this time, YCTD is seeking proposals that are scalable if YCTD decides to further expand into additional service areas within the contract period.

With this Request for Proposals (RFP), YCTD seeks to secure the following:

- A microtransit technology platform that can be used to reserve, route, dispatch, and pay for microtransit trips in *all* of YCTD's microtransit service areas (Knights Landing, Winters/El Rio Villa, Woodland, potential additional areas in the future).
- A final service and deployment plan for each zone
- Technical support for the platform

Optional tasks that YCTD may choose to exercise at its discretion during the contract period include:

• (Strongly Desired) Technical planning assistance to help YCTD plan microtransit services in the City of Woodland expansion area, including assistance to help YCTD and the City of Woodland make policy decisions regarding the number of vehicles, the service area boundaries, hours of operation, fares, etc. Some proposers may include technical planning assistance within the price of the technology platform itself and/or the service/deployment planning task. Some proposers may consider this an optional task that involves additional effort and may therefore charge an additional cost for this service. If the proposal identifies technical planning assistance as a separate scope and cost, YCTD may or may not choose to exercise that option.

- Represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtransit service in third-party trip planning applications
- Represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- Integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology platform

YCTD will provide all vehicles and drivers needed for the microtransit service, either directly or through its existing third-party operations and maintenance contract with Transdev.

#### 2.2 YCTD Overview

YCTD is the Consolidated Transportation Services Agency (CTSA) and the Congestion Management Agency (CMA) for Yolo County. The agency's mission is to provide alternative transportation to the general public and transit dependent individuals in the County.

YCTD is most known today as the operator of Yolobus, fixed route bus service that serves Woodland, West Sacramento, Davis, Capay Valley, the Sacramento International Airport and downtown Sacramento. The agency also provides Paratransit service for residents within its fixed route service area to comply with the Americans with Disabilities Act (ADA) and limited microtransit service in the rural communities of Knights Landing and Winters (see details under "Existing YCTD microtransit services"). All of these transit services are provided under contract with Transdev. Going forward, YCTD will have a greater emphasis on multimodal mobility, complementing multi-city fixed route service with microtransit, the development of intercity bicycle/pedestrian trails, and projects to integrate multimodal improvements into local streets, roads and highways within Yolo County.

## 2.3 City of Woodland Overview

Woodland has a population of approximately 60,000 and is the County seat of Yolo County. Woodland is located 20 miles northwest of Sacramento at the intersection of Interstate 5 and State Route 113. To the south is the City of Davis, with its University of California campus. The Sacramento International Airport is eight miles to the east.

Woodland's strong historic heritage is reflected in historic buildings in its downtown area and surrounding neighborhoods. The city's rich agricultural legacy shapes the community's distinct identity and plays an important economic role in Woodland, which features one of the top concentrations of food and agriculture businesses in the nation. Due to its proximity to major transportation nodes, Woodland has become increasingly important as a manufacturing and distribution center. Woodland is also home to a major community college, diverse housing options, and one of Yolo County's two hospitals.

#### 2.4 Existing YCTD microtransit services

YCTD currently operates microtransit service in two of the rural communities in its service area. The service is branded as the Yolo Urban-Rural Ride (YOUR Ride) service because it is intended to help connect those communities to the larger, more urban neighboring communities. The two service areas are:

- (1) Knights Landing serves trips within the Knights Landing community in unincorporated Yolo County, or trips between Knights Landing and the neighboring City of Woodland. Operates Monday through Friday and Sundays from 8:30 am to 5:30 pm.
- (2) Winters/El Rio Villa serves trips within Winters and El Rio Villa or between Winters/El Rio Villa and the neighboring Cities of Davis or Vacaville. Operates Monday through Saturday from 8:30 am to 4:30 pm.



The Knights Landing YOUR Ride service was originally launched as a pilot program in August 2019 with the support of grant funding from the Sacramento Area Council of Governments (SACOG) Civic Lab grant program. The goal of the grant-funded pilot was to explore how to connect rural communities to their small urban neighbors in a cost-effective, efficient, and community-supported manner. YCTD worked with SACOG to secure the TripShot technology platform for the microtransit service.

In March 2020, the COVID-19 pandemic significantly disrupted YCTD and Yolobus services, as well as mobility throughout the region. In response to stay-at-home orders and reduced transit ridership, YCTD temporarily reduced some of its Yolobus fixed route bus services, including temporarily discontinuing the Route 216 that served Knights Landing, as well as Routes 220 and 220C that served Winters and El Rio Villa. To replace Routes 220/220C, YOUR Ride service (and the eligibility of the associated SACOG grant funding) was expanded to add a service area covering Winters/El Rio Villa.

# 2.5 Microtransit service recommendations in YCTD's 2021 Comprehensive Operational Analysis ("YoloGo Study")

YCTD recently completed a multi-year study to determine how Yolobus transit services can better serve the community. The YoloGo study included the following microtransit-related recommendations:

- Permanently discontinue Knights Landing Route 216 (and permanently replace it with Knights Landing YOUR Ride service)
- Permanently discontinue Winters Route 220 (and permanently replace it with Winters/El Rio Villa YOUR Ride service)
- Permanently discontinue local Woodland Routes 210 and 214 and replace it with Woodland microtransit service. In coordination with this effort, restructure local Woodland Routes 211 and 212.

Table 2 from the YoloGo Study shows the relative productivity of the Woodland, Winters and Knights Landing routes in 2019 compared to Yolobus' other local/regular routes.

Table 2. Yolobus Boardings per Revenue/Vehicle Hour in 2019 for Local/Regular Routes by Route and Day of Week

_ ,		Weekday		Saturday			Sunday			
R	oute	B/RH	B/VH	rank	B/RH	B/VH	#routes	B/RH	B/VH	#routes
	35	7.96	6.4	10/11	2.2	1.9	9	*1.5	*1.3	8
	40	10.6	9.3	6	7.4	6.3	6	*5.4	*4.9	5/4
	41	12.3	10.7	5						
	42A	14.9	13.7	2	11.7	10.3	4	*6.9	*6.3	3
	42B	13.9	12.9	3	12.3	10.8	3	*7.3	*6.6	2
Woodland	210	8.7	8.6	8						
Woodland	211	9.0	8.9	7	8.5	8.4	5	*4.2	*4.2	7
Woodland	212	8.02	7.9	9	4.0	3.9	8	*4.3	*4.2	6
Woodland	214	7.2	7.1	11/10						
	215	17.6	16.2	1	*20.8	*19.0	1	*13.2	*12.2	1
Knights Landing	216	2.2	2.2	13						
	217	*0.9	0.9	14						
Winters	220	4.4	4.1	12	*6.7	*5.3	7			
	240	13.2	11.0	4	14.2	12.3	2	*6.1	*.46	4/5
Total L Ro	ocal	12.1	11.1	-	12.0	10.7		7.6	6.9	

Source: Ridecheck Data, May 2019
\* Source is farebox counts, May 2019

Note: Route 216 operates three days per week; Route 217 operates two days a week.

= YoloGo Study recommended discontinuing route and replacing with microtransit

= YoloGo Study recommended restructuring route to coordinate with/complement new microtransit service

As YCTD's microtransit services transition from being small, discrete, grant-funded pilot projects to a large component of our overall service offerings, YCTD has decided to conduct a procurement to secure the technology tools needed to enhance and expand the service going forward.

#### 2.6 YCTD Districtwide Microtransit Goals

In January 2022, the YCTD Board adopted districtwide microtransit goals, which are included in Attachment D for reference. The districtwide microtransit goals were used to develop this RFP and, in the Technical Proposal, proposers will be asked to provide detail on how their technology and approach supports the goals.

#### 3. Definitions

<u>Microtransit:</u> An app-enabled, shared ride, on-demand transportation service with the following characteristics:

- Allows riders to request trips on demand, rather than hours or days beforehand (although advance reservations may be possible)
- Allows for electronic payment through the proposed trip request platform
- Provides the ability for users to manage personal information, payment method, and ride history, and to request rides (and possibly provide feedback on the service)
- Provides real-time information related to vehicle location before and during the trip
- Could be curb-to-curb service (a vehicle will arrive at the trip origin and end at the requested
  destination, within the right of way) or a stop-to-stop service (customers may be directed to
  pick-up locations and drop-off locations within a reasonable walking distance of origins and
  destinations)

<u>Mobility as a Service (MaaS):</u> An app or digital platform that enables users to plan (and in some cases book and pay for) for multiple types of mobility services (e.g., microtransit services, fixed route bus or rail services, transportation network company services, bikeshare/scootershare).

# 4. Technical Proposal Requirements

# A. Technical approach and functionality

At its January 2022 Board meeting, YCTD adopted Districtwide Microtransit Goals. For each of the YCTD-adopted microtransit goals listed below, please describe how your firm's technical approach and the functionality of your technology platform can help meet the goal.

Goal #1: Improve overall mobility by filling gaps in service and complementing other transportation options.

Describe how your technology platform can help YCTD achieve Goal #1. Specifically, it is anticipated that each of YCTD's microtransit zones will have unique transportation gaps that the microtransit service is aiming to fill. Please include a description of whether and how the parameters in the technology platform (e.g., hours of service, service area boundaries, wait time, maximum detour time, fares) can be configured or customized for each zone to best meet the unique needs of that area, including but not limited to the following potential use cases:

Connecting rural communities to nearby urban areas

- Local intracity trips that are not well served by fixed route service
- First/last mile connections to high-capacity transit

#### Goal #2: Easy for the public to discover or "stumble upon"

Describe how your technology platform can help YCTD achieve Goal #2. Please include a discussion of whether your firm has experience in the following areas:

- Helping clients develop and implement service and deployment plans that encourage high uptake and usage of the microtransit service.
- Facilitating the discoverability and usability of the service in third-party trip planning applications
  - For service data, proven and demonstrable experience representing microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtransit service in third-party trip planning applications (e.g., TransitApp)
  - For booking data, proven and demonstrable experience working with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- · Advising clients on how to brand the microtransit service in a way that highlights community identity

#### Goal #3: Easy for all to use

Describe how your technology platform can help YCTD achieve Goal #3. Please include a discussion of whether and how your technology platform has or supports the following service characteristics:

- A variety of fare payment methods are accepted, including cash to allow unbanked persons to use the service
- Reservations can be made by telephone for those customers who do not have or cannot use a smartphone
- Service can be booked and paid for in advance by someone else (e.g., parents and caregivers) (strongly preferred)
- Service can reliably accommodate the needs of diverse users, especially seniors, youth, families with young children, and those who requires a wheelchair accessible vehicle
- Service can be easily used by multilingual customers and customers with limited English proficiency
- Service emphasizes the quality of the ride and the enhanced user experience
- On the front end: Customer-facing user interface is intuitive and easy to use
- On the back end: Driver-facing user interface is intuitive and easy to use
- On the back end: YCTD and its operations contractor staff (dispatchers/reservationists/customer service representatives) can manage trips and monitor performance using an intuitive web-based user interface

#### Goal #4: Reliable

Describe how your technology platform can help YCTD achieve Goal #4. Please include a description of whether and how your technology platform supports the following service characteristics:

- Wait times are reasonable and consistent
- Travel times are reasonable

#### Goal #5: Safe

YCTD will be providing the drivers and vehicles for the microtransit service to ensure that all FTA safety-related vehicle and driver requirements are met, including driver training, driver drug and alcohol testing, and vehicle maintenance. However, your firm's technology platform may have additional features or characteristics intended to address and enhance customer safety. If so, please describe how your technology platform can help YCTD achieve Goal #5.

#### Goal #6: Environmentally sustainable

Describe how your technology platform can help YCTD achieve Goal #6. Please include a description of how your technology platform maximizes shared rides.

#### Goal #7: Cost efficient and effective

Describe how your technology platform can help YCTD achieve Goal #7. Please include the following:

- A description of how your technology platform supports the efficient use of resources such as drivers and vehicles.
- A description of whether and how your technology platform has been used to deliver cost efficient and productive microtransit services for other clients
- A description of the data that YCTD will have access to in order to effectively evaluate the microtransit service. YCTD's preference is to have full access to all of the data related to its microtransit service so that the data can be analyzed internally at YCTD as needed without needing to request specific reports or analysis from the vendor. If your firm does not give clients full access to the data related to their services, please provide details about the data you provide, how it is provided to the client (e.g., is it provided in raw data format or only in aggregated dashboards or reports?), and how it satisfies YCTD's desire to effectively evaluate the service.

# B. References/past performance

Describe your firm's track record of successfully managing real time bookings and on-demand routing. Please include 3-5 references/case studies where you have provided a microtransit technology platform for a client. To the maximum extent possible, please select case studies that are relevant to YCTD due to a similar geography, a similar use case, a similar client type (public transit agency operating its own vehicles with its own drivers), etc.

Each reference/case study must include the following details:

- Client contact info
  - Agency/Organization
  - o Location (City, State)
  - Contact person
    - Name
    - Title
    - Phone
    - Email
- Operating model: (e.g., turnkey solution; technology platform only with drivers and vehicles
  provided by client; technology platform and vehicles only with drivers provided by client)
- Number of vehicles in microtransit fleet

- Operating hours
- Number of zones/zone size
- <u>Annual microtransit ridership</u> (if service has been operational for less than one year, indicate length of time service has been operating and total ridership during that time)
- <u>Annual microtransit vehicle revenue hours</u> (if service has been operational for less than one year, indicate length of time service has been operating and vehicle revenue hours during that time)
- <u>Annual microtransit operating costs.</u> If only partial costs are known (e.g., if only the costs of the technology platform are known, but the client's other costs such as staff time and overhead are unknown), please explain and YCTD will request further details from the client as needed during the reference check.
- <u>Annual</u> capital costs. If unknown or only partially known (e.g., if capital costs are borne directly
  by the client), please explain and YCTD will request further details from the client as needed
  during the reference check.

### C. Service and Deployment Plan

Once a technology platform is selected, YCTD will work with stakeholders, the public, YCTD advisory committees, the YCTD Board, and the selected technology vendor to prepare a final service and deployment plan for each service area, including service characteristics and parameters such as:

- Number of vehicles
- Hours of service
- Service area boundaries
- Wait time parameters
- Maximum detour time parameters
- Fares
- 100% on-demand vs. occasional scheduled stops at mobility hubs

For the Knights Landing and Winters service areas, microtransit service is already operational and this task will primarily involve refining the existing service parameters. For the Woodland service area, this task may involve more effort because it is a new microtransit service expansion. Please describe your firm's capabilities and experience related to helping clients plan for and configure microtransit services. Also, please describe how your firm will support training, marketing and deployment of the microtransit technology platform.

# 5. Price Proposal Requirements

Proposer shall provide pricing as specified in Attachment A Price Proposal.

Proposer must include pricing for the microtansit technology platform and for the deployment and support of the platform. Per unit pricing for the microtransit technology platform may be considered as:

- Per Vehicle;
- Per Revenue Hour:
- Per Driver; and/or
- Per Ride; etc.

YCTD will determine the number of vehicles needed for the microtransit service during the planning and deployment phases of the project. Over the term of the contract (two-year contract plus three option years), YCTD anticipates that the number of microtransit fleet vehicles could range from 4 to 20 and the proposer's price proposal should reflect this possible range. Not all fleet vehicles would necessarily be active (i.e., in revenue service) at the same time. For instance, if there are electric vehicles (EVs) in the microtransit fleet, they may be removed from revenue service for charging purposes and replaced with other vehicles during charging.

Proposer may provide pricing for the following contract options, which YCTD may choose to exercise at its discretion during the term of the Agreement:

- Cost to assist YCTD with planning for the microtransit service, if not already included in the price of the technology platform itself or in the cost of the deployment support
- Cost to represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtansit service in third-party trip planning applications
- Cost to represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- Cost to integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology platform



# Attachment A - Price Proposal

Task/Item Description	Unit of	Unit Price	Quantity	Total Price
	Measure	(USD)	quantity	100011100
Required Items/Tasks	11200000	(002)		
Technology platform (including				
software, devices, etc.)*				
Deployment support (Final Service and				
Deployment Plans for each service				
area)				
Annual Support Fees				
Contract Options (YCTD may choose to e	xercise any or	all of these optic	ons at its discreti	ion during the
contract period)				
Planning assistance (if scope and price				
is not already included in the required				
items/tasks above)				
Represent microtransit service data (or				
service description) using open data				
standards (compliant with GTFS-Flex				
and/or GTFS-OnDemand)				
Represent microtransit booking data				
with GTFS-OnDemand deep link				
standardization and accurate pricing				
application programming interface				
(API) specification				
Integrate YCTD's existing mobile fare				
payments system (Bytemark) into the				
microtransit technology platform				
			Subtotal	
			Sales Tax	
			<b>Grand Total</b>	

<sup>\*</sup>Over the course of the two-year contract and three (3) option years, YCTD anticipates that the number of microtransit fleet vehicles could range from 4 to 20 and the proposer's price proposal should reflect this possible range

# Attachment B - Submission Form

Legal Name of Company:	
Primary Office Address:	
Telephone Number:	
Email Address:	
DUNS Number:	
3. This offer shall remain valid for	y with requirements defined in Scope of Work
Signatory's Name:	
Signatory's Title:	
Email:	
Date Signed:	
Signature of Person Authorized to	

S

### Attachment C - Standard Contract Terms and Conditions

#### **GENERAL TERMS AND CONDITIONS**

#### 1. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of YCTD and may be used, reused or otherwise disposed of by YCTD without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to YCTD all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that YCTD utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 4 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

#### 2. CONTRACTOR'S BOOKS AND RECORDS.

- (a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to YCTD pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.
- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by YCTD or its designated representative. Copies of such documents or records shall be provided directly to the YCTD for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.
- (c) Where YCTD has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, YCTD may, by written request, require that custody of

such documents or records be given to the YCTD. Access to such documents and records shall be granted to YCTD, as well as to its successors-in-interest and authorized representatives.

### 3. INDEPENDENT CONTRACTOR.

- (a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of YCTD. Contractor shall have no authority to bind YCTD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against YCTD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by YCTD.
- (b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither YCTD, nor any elected or appointed boards, officers, officials, employees or agents of YCTD, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of YCTD.
- (c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to YCTD's employees. Contractor expressly waives any claim Contractor may have to any such rights.

### 4. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit [X] "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

### 5. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither YCTD, nor any elected or appointed boards, officers, officials, employees or agents of YCTD, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

### 6. PREVAILING WAGE LAWS

It is the understanding of YCTD and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

### 7. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

### 8. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against YCTD for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse YCTD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by YCTD.

### 9. CONFLICTS OF INTEREST.

- (a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of YCTD or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Executive Director. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of YCTD in the performance of this Agreement.
- (b) YCTD understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of YCTD relative to such projects. Any future position of YCTD on such projects shall not be considered a conflict of interest for purposes of this section.
- (c) YCTD understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

### 10. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- (a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than YCTD without prior written authorization from the Executive Director, except as may be required by law.
- (b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Executive Director or unless requested by the YCTD Attorney of YCTD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives YCTD notice of such court order or subpoena.
- (c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then YCTD shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.
- (d) Contractor shall promptly notify YCTD should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. YCTD retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with YCTD and to provide YCTD with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by YCTD to control, direct, or rewrite said response.

### 11. INDEMNIFICATION.

- <u>(a)</u> <u>Indemnification for Professional Liability.</u> Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless YCTD and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.
- (b) <u>Indemnification for Other than Professional Liability.</u> Other than in the performance of professional services and to the full extent permitted by law, Contractor shall

indemnify, protect, defend and hold harmless YCTD, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

- Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of YCTD to monitor compliance with these requirements imposes no additional obligations on YCTD and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend YCTD as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.
- <u>(d)</u> <u>Limitation of Indemnification.</u> Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the YCTD only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
- (e) <u>YCTD's Negligence.</u> The provisions of this section do not apply to claims occurring as a result of YCTD's sole negligence. The provisions of this section shall not release YCTD from liability arising from gross negligence or willful acts or omissions of YCTD or any and all of its officials, employees and agents.

### 12. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit [X] "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by YCTD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Contractor agrees to provide YCTD with copies of required policies upon request.

### 13. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. YCTD has an interest in the qualifications and capability of the persons and entities who will

fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the YCTD. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling YCTD to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 15 "Termination of Agreement." YCTD acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

### 14. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify YCTD of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

### 15. TERMINATION OF AGREEMENT.

- (a) Termination for Convenience. YCTD may terminate this Agreement, in whole or in part without cause, by providing Contractor thirty (30) days advance written notice of termination before terminating the Agreement. If this Agreement is terminated, YCTD shall be liable only for payment under Section [X] "Compensation and Method of Payment" of this Agreement for services rendered before the effective date of termination. Acceptance of such final payment by Contractor shall constitute a complete accord and satisfaction as between the Contractor and YCTD. Such notice shall be given by certified or registered first class mail and addressed to the Contractor's address stated below, or any updated address provided to YCTD during the Term of this Agreement. Contractor by written notice may terminate this Agreement, in whole or in part, by at least one hundred eighty (180) days advance written notice to YCTD. Such notice shall be given by certified or registered first class mail and addressed to the YCTD address stated below, or any updated address provided to Contractor during the Term of this Agreement.
- (b) <u>Termination for Cause</u>. If YCTD notifies Contractor of a default under Section 16 "Default" and Contractor fails to cure the default within the time frame provided, YCTD may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.
- (c) Property of YCTD. Upon termination of this Agreement by either Contractor or YCTD, all property belonging exclusively to YCTD which is in Contractor's possession shall be returned to YCTD. Contractor shall furnish to YCTD a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section [X] "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section [X] "Compensation and Method of Payment" of this Agreement.

### 16. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the YCTD may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The YCTD may hold all invoices until the default is cured. If Contractor does not cure the default to YCTD's satisfaction in the timeframe given, the YCTD may take necessary steps to terminate this Agreement under Section 15 "Termination of Agreement." Any failure on the part of the YCTD to give notice of the Contractor's default shall not be deemed to result in a waiver of the YCTD's legal rights or any rights arising out of any provision of this Agreement.

### 17. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of YCTD, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

### 18. COOPERATION BY YCTD.

All public information, data, reports, records, and maps as are existing and available to YCTD as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

### 19. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To YCTD:	Yolo County Transportation District Attn: Autumn Bernstein, Executive Director
	350 Industrial Way
	Woodland, CA 95776
To Contractor:	

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

### 20. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

### 21. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 22 "Amendment" and the Executive Director's contracting authority under YCTD's ordinances, rules and regulations.

### 22. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the YCTD. The Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director's contracting authority under the YCTD's ordinances, rules and regulations. All other amendments shall be approved by the YCTD's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, Agency may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Contractor shall promptly notify Agency thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by Agency.

### 23. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

### 24. FEDERAL PROVISIONS.

Agency will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally-required provisions included in Exhibit [X] hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit [X] and the body of this Agreement, Exhibit [X] shall control.

### 25. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Agency of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

### 26. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Yolo, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in Sacramento.



### **FEDERAL PROVISIONS**

- 1. <u>Incorporation of FTA Terms</u> The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions.
- 2. Access to Records. The following access to records requirements apply to this Agreement:
  - a. Where YCTD is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide YCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until YCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### 3. Civil Rights.

- a. Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. *Equal Employment Opportunity* The following equal employment opportunity requirements apply to the Agreement:

- 1. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 2. Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### 4. Disadvantaged Business Enterprises.

- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. YCTD's overall goal for DBE participation is \_\_\_ %. A separate goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out

- applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Contractor will be required to report its DBE participation obtained through raceneutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from YCTD.
- e. The Contractor must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.
- 5. <u>Energy Conservation</u> The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 6. <u>Federal Changes</u> Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.

### 7. No Obligation By The Federal Government

- a. YCTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to YCTD, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 8. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the

Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 9. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 10. <u>Clean Air</u> The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to YCTD and understands and agrees that YCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 11. <u>Clean Water</u> The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to YCTD and understands and agrees that YCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 12. <u>Lobbying</u> Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 13. <u>ADA Compliance</u> The Contractor will be required to meet all requirements of the Americans with Disabilities Act of 1990 (ADA) and any and all regulations and rules adopted pursuant thereto in performing its Agreement with YCTD necessary to assure the project is in complete compliance with ADA.

# Attachment D - YCTD Districtwide Microtransit Goals

Microtransit goal	To achieve this goal
Improves overall mobility by filling gaps in service and complementing other transportation options	<ul> <li>Microtransit services should meet one or more of the following needs:         <ul> <li>Connecting rural communities to nearby urban areas</li> <li>Local intracity trips that are not well served by fixed route service</li> <li>First/last mile connections to high-capacity transit</li> <li>Other needs as identified by the YCTD Board</li> </ul> </li> <li>In each service area, the service parameters (e.g., hours of service, service area boundaries, wait time, fares) should be configured to best meet needs of that service area</li> </ul>
Easy for the public to discover or "stumble upon"	<ul> <li>The vehicles are distinct/visible and advertise the service</li> <li>The service is discoverable in third-party trip-planning applications</li> <li>There is widespread promotion of the service through a variety of channels to encourage high uptake and usage, including digital promotion (social media, YCTD's website) and in-person promotion (signage and promotional materials at transit hubs and popular community destinations)</li> <li>The service is branded in a way that highlights community identity</li> </ul>
Easy for all to use	<ul> <li>A variety of fare payment methods are accepted, including cash</li> <li>Utilizes an intuitive, smartphone user interface</li> <li>Reservations can be made by telephone for those customers who do not have or cannot use a smartphone</li> <li>Service can be booked and paid for in advance by someone else (e.g., parents and caregivers)</li> <li>Service can reliably accommodate the needs of diverse users, especially seniors, youth, families with young children, and those who requires a wheelchair accessible vehicle</li> <li>There is an emphasis on the quality of the ride and the enhanced user experience</li> </ul>
Reliable	<ul> <li>Wait times are reasonable and consistent</li> <li>Travel times are reasonable</li> </ul>
Safe	<ul> <li>All FTA requirements are met, including:</li> <li>Driver training</li> <li>Driver drug and alcohol testing</li> <li>Vehicle maintenance</li> </ul>
Environmentally sustainable	<ul> <li>Shared rides are maximized</li> <li>YCTD will transition to the use of zero- or low-emission vehicles in microtransit services</li> </ul>
Cost efficient and effective	<ul> <li>The service is productive and cost efficient relative to other microtransit services</li> <li>YCTD and member jurisdictions have access to all relevant data needed to effectively evaluate the service</li> <li>Consideration will be given to any fiscal impact that the microtransit service has on the core operations of the district</li> </ul>

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

<b>Topic:</b> Approve Tool for Evaluating Options to Restore Transit Service	Agenda Item#: Agenda Type:	8 Deliberation/Action
		Attachments: Yes No
Prepared By: J. Perez		Meeting Date: February 14, 2022

### **RECOMMENDATION:**

Staff recommends that the Yolo County Transportation District (YCTD) Board of Directors consider and approve a tool for evaluating options to restore transit service as driver resources allow.

### **BACKGROUND:**

In September of 2021 YCTD was forced to make significant and time-sensitive decisions regarding service delivery and schedules due to a driver shortage and other COVID-19 related impacts. Further impacting the need for service changes was the prior commitment to the community of Davis and the University of California to temporarily operate some local fixed-route service normally operated by Unitrans – which is also experiencing a driver shortage.

Staff worked with YCTD's operations contractor, Transdev, to develop a feasible and sustainable service plan which could be implemented quickly. The YCTD Board approved temporary reductions in Express bus services Routes 43, 43R, and 45, postponed the launch of the Route 42 expansion, and reduced the level of temporary service assistance to be provided in Davis by approximately half that planned. A wage adjustment for bus operators, dispatchers and maintenance staff was also approved by the Board in November 2021.

Thanks to these changes, retention and recruitment has increased and YCTD has been able to operate our published schedule without interruption. We now see gradual improvement in our driver situation and that of Unitrans, and we now see the opportunity to begin expanding our service offerings over the next 3-6 months.

Moving forward, staff aims to use a Board approved methodology to develop and evaluate scenarios for restoring or expanding services. This includes the prioritized reinstatement of suspended services, implementation of planned expansions/services, and future alternatives.

### Service Prioritization Tool: A New Method for Evaluating Service Changes

To ensure the YCTD Vision, Values, and Priorities are adequately considered in planning service changes, staff has developed a Service Prioritization Tool (Attachment #1) based on a number of qualitative measures that reflect the Vision, Values and Priorities. The Tool was developed based in part on Board feedback received during a November 2021 Board discussion of criteria that are important to consider when planning service changes. Additional input and feedback from the Board is now desired to adjust the relative weighting of criteria beyond those proposed by staff. Moving forward, potential service changes will be evaluated through the final Service Prioritization Tool and compiled into service change scenarios before being presented to the Board for their consideration.

### **Scenarios Under Consideration**

As we anticipate driver resources growing in the coming months, staff are developing service recommendations to continue to implement YoloGo strategies, as well as restore suspended services.

Current service changes being evaluated include:

- Route 42 expansion— This service change would introduce the YoloGo recommendation to increase the frequency of the Route 42 to 30-mnute service during peak periods. It would also implement routing changes in Downtown Sacramento and Davis to streamline the route and improve reliability.
- Restore Express Service to Downtown Sacramento Express services suspended due to the ongoing driver shortage would be re-introduced in a reliable and sustainable manner. Changes in demand due to impacts from the pandemic would be considered. To maximize efficiencies, reverse-commuter service (i.e., commute trips starting in Sacramento and ending in Davis) would also be considered where there is a demonstrable need. Initially, we anticipate that only a small number of Express trips would be restored, and these would be timed to complement the Route 42 A/B schedules, allowing for access to employment centers during peak periods and making connections with regional transit services.
  - o 43 Davis-Sacramento Commute Express (one AM peak, one PM peak, plus reverse commute trips)
  - 45 Woodland-Sacramento Commute Express (one AM peak, one PM peak, plus reverse commute trips)
- Increase span of service for local routes Throughout the pandemic, service span (aka hours of operation) for local routes was reduced. Staff is considering returning some early morning and late evening trips which were removed.
- Modified Local Assistance in Davis Staff is coordinating the temporary assistance being provided in Davis to support Unitrans during their own driver shortage. Previously anticipated to conclude at the end of the Winter academic quarter (late March 2022), recent pandemic-related impacts extended Unitrans' driver shortage. Unitrans has requested continued, though modified/reduced, support through the Spring academic quarter ending June 9, 2022.
  - o YCTD to continue providing A Line service at 30-minute frequency through June 2022
  - o Unitrans to take over L Line service from YCTD beginning April 2022

### **Next Steps:**

After receiving Board feedback and approval of this Service Prioritization Tool, staff will evaluate the aforementioned scenarios and bring forward recommendations for the Board's consideration at its next meeting, in March 2022.

# **Attachment 1: Proposed YCTD Prioritization Tool**

Demographics/Social Equity/Justice	Scoring	Score
Do these service changes eliminate/reduce stops in	Yes = -3	4
disadvantaged areas?	No Change = +1 No = +3	1
	Yes = +3	
Do these service changes deliver a service that is safe,	Moderate =+2	_
reliable, and effective?	No Change = +1	3
'	No = -1	
Will these service changes address our underserved	Yes = +3	
jurisdictions and populations (limited or no transit	Moderate =+2 No Change = +1	2
service)?	No = -1	
Do these changes improve service in disadvantaged,	Yes = +3	
low-income or communities of concern	Moderate =+2	3
	No Change = +1	ა
(CalEnviroScreen) areas?	No = -1	
Do these service changes disproportionally impact	Yes = -3	
transit-dependent populations (youth, seniors, mobility-	Moderate =-2 No Change = 0	3
impaired)?	No = +3	
Regional Impacts	Scoring	
Do these service changes improve connectivity to	Yes = +3	
Intracity, Intercity and Regional Services (Amtrak, LRT	Moderate =+2	2
	No Change = 0	
etc)?	No = -1	
Do these service changes promote and support	Yes = +3 Moderate =+2	
Regional/Local Climate goals?	No Change = 0	2
Regional/Local Climate goals:	No = -1	
Do these service changes impact potential trip	Positively = +3	
purposes or access to trip generators (e.g. Social	Somewhat positively =+2 No Change = +1	2
services, healthcare, education, etc)?	Negatively = -1	
Enhancement to other transportation options		
(e.g., personal auto, bike, walk, TNC, etc.)		
	Scoring	
Access/proximity to other transit or mobility	_	
services		
Are there other transit and/or shared mobility services	Yes = +3	
that serve the impacted area (e.g. other transit	No Change = 0	3
providers)?	No = -1	
Alignment with YCTD's Adopted Vision,	•	
Values, and Priorities	Scoring	
Does the service change promote the YCTD Vision,	All must meet Vision. One point (up to 10 pts)	
Values and Priorities statement:	for each Value and Priority	10
Performance Considerations	Scoring	
Cost	Total Estimated Cost of Service Change	N/A
	(Revenue Hours and Miles)	
	Total	31

85

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

<b>Topic:</b> Financial Assessment for Yolo County Transportation District	Agenda Item#:	9 Info/Discussion
	Agenda Type:	Attachments: Yes No
Prepared By: A. Bernstein		Meeting Date: February 14, 2022

## **RECOMMENDATION:**

Review and provide feedback and direction on the assessment of YCTD's financial systems prepared by Regional Government Services (RGS).

### **BACKGROUND:**

The YCTD Board of Directors approved a contract with Regional Government Services at its December 2021 meeting. The scope of work for this contract includes multiple components to stabilize and strengthen the agency's financial systems.

One important early task for RGS was to assess the status of YCTD's finance and administrative practices, policies, and systems, and recommend best practices, policies, and resources. RGS was also asked to develop a work plan in consultation with the Agency's Executive Director consisting of action plans and timelines for accomplishment of high-priority recommendations, including identification of appropriate resources to support timely and effective implementation.

The attached memo summarizes key findings of this assessment, and offers a preliminary set of recommendations for addressing some of the challenges identified.

RGS' assessment found that some policies and systems had fallen into disuse or become outdated. Several of the low-hanging-fruit recommendations, such as updating key policies and procedures, are included in the consent calendar for this Board meeting. Other recommendations are more involved and may require significant staff/consultant time and resources to implement.

Staff is seeking feedback from the board including areas where you'd like additional information or analysis, which recommendations to prioritize, and how the Board would like to stay informed/engaged as we work through these recommendations.

SERVING PUBLIC AGENCIES SINCE 2002

# **MEMO**

DATE:	February 4, 2022
то:	Autumn Bernstein, Executive Director, Yolo County Transportation District
FROM:	Leo Levenson, Senior Finance Advisor, Regional Government Services
SUBJECT:	Financial Assessment for Yolo County Transportation District

### 1. Background

The Yolo County Transportation District (YCTD) engaged Regional Government Services (RGS) to assess the status of YCTD's finance and administrative practices, policies, and systems, and recommend best practices, policies, and resources. RGS was also asked to develop a work plan in consultation with the Agency's Executive Director consisting of action plans and timelines for accomplishment of high-priority recommendations, including identification of appropriate resources to support timely and effective implementation.

### 2. Assessment

Based on interviews with YCTD staff, a site visit to observe cash handling procedures, reviews of YCTD accounting system records and financial documents, discussions with Yolo County finance staff and staff with another Special District within Yolo County, this memorandum provides general observations and a list of priority areas that we recommend deserve immediate attention:

### A. Accounting System

YCTD uses the Sage 50 Accounting software as its accounting system of record. This is an inexpensive system originally known as Peachtree Accounting, designed primarily for small businesses. The system records transactions in a basic general ledger system, including functionality related to recording accounts payable and accounts receivable.

YCTD also uses the Yolo County Infor Financial System to produce payment vouchers (checks) from the County Treasurer's office and record financial transactions from the payroll system (Payality) shared by Yolo County and YCTD. No automated interface has been set up between the Sage Accounting system and the Yolo County Infor and system. As a result, all YCTD's transactions initiated within Infor have to be manually entered into the YCTD's Sage 50 system in order to maintain YCTD's books, creating a significant workload and potential source of error.

YCTD's implementation of the Sage 50 software as used by YCTD, does not provide many desirable features offered by modern accounting systems, including the storage capacity to attach documentation to financial system transactions, convenient grant and project accounting, purchase encumbrance tracking, automated interfaces with payroll systems, strong audit trail and internal control features designed to enforce internal control policies and prevent or detect unauthorized alteration of financial records, convenient accessibility to manage accounting functions remotely, and convenient automated backup, resilience and disaster recovery features. YCTD has been maintaining its grant accounts on individual Excel spreadsheets, which are vulnerable to version control problems, formula mistakes, and accidental data loss.

Together with YCTD staff, we approached Sage customer service to see if the Sage system could be upgraded to better meet YCTD's needs. Based on the information from that call, we concluded that the current Sage software simply does not have the capabilities YCTD needs.

### Accounting System Recommendations:

- 1. In the short run, we recommend that YCTD accounting staff coordinate with staff involved in grant planning and reporting to determine what expenditures need to be tracked to a particular project or grant line item. New general ledger codes may then be created in the Sage50 system to facilitate such tracking, using labels that match as closely as possible to the terminology used in grant budgets and status reports.
- 2. As soon as possible, YCTD should acquire a new financial accounting system designed to meet the needs of public agencies of YCTD's level of accounting complexity, providing secure cloud accessibility and storage, back-up and disaster recovery features, strong audit trail and internal control features, and sufficient capacity to support attachments and meet YCTD's needs for the foreseeable future.

### **Time Entry and Payroll Processing**

YCTD staff report their time on excel spreadsheets which are printed and signed by supervisors. Staff then enter the time into a payroll service managed by Yolo County (Payality). Paychecks are direct deposited from the County Treasurer's bank account into employee bank accounts. County staff enter CalPERS contribution information in the CalPERS website. YCTD staff obtain payroll and CalPERS contribution reports and manually enter the payroll transactions into the YCTD's Sage 50 accounting system.

YCTD staff reported that there have been cases where errors have occurred in the information provided by the County to CalPERS, and that correcting those errors has been a cumbersome process. Staff at another Special District within Yolo County interviewed by RGS reported that they had chosen to bring their payroll in-house from the County after encountering similar difficulties preventing and correcting payroll errors.

### Time Entry and Payroll System Recommendations

- **1.** In the short run, we recommend that YCTD coordinate with Yolo County to allow YCTD to handle its own CalPERS system entry. This should increase accountability and make it easier for YCTD to reconcile their CalPERS balances.
- 2. In the medium run, we recommend YCTD bring its payroll processing in-house and subscribe to a cloud-based integrated time entry and payroll processing system, which can also interface directly to a new financial system. The benefits of implementing a new system include:
  - a. Streamlined accountability, since all aspects of YCTD payroll entry would be managed by YCTD staff, eliminating the need for coordination with County staff.
  - b. A modern time entry and leave approval system would have integrated on-line supervisor approval features, allowing time and leave requests to be approved electronically and remotely without require hard signatures.
  - c. A modern time entry system will store timesheets in the cloud with regular backups and easy retrieval for audit purposes, eliminating the current need for paper storage of time sheets.
  - d. A time entry and payroll system that can interface with YCTD's financial system will reduce the chance of data entry error and make it easier to audit payroll accounts.

### **Next Steps**

If desired by YCTD, RSG will move forward to survey the marketplace for accounting, time entry and payroll processing systems appropriate to YCTD's size and needs, and provide 3 or more options for YCTD to consider. RSG would coordinate with YCTD financial staff to review the options, and assemble an analysis of the benefits, financial costs, and staff time impacts of each option.

### B. Bank Accounts and Security of Cash and Check Stocks

YCTD's cash reserves are held with the Yolo County Treasurer's Office. The County Treasurer invests these funds inside the County pool and distributes net interest to YCTD. These accounts are used for most YCTD's routine business operations for paying bills and receiving deposits.

YCTD also maintains a bank account with WestAmerica bank, which is used to receive credit card purchases managed by Square, and cash deposits of farebox receipts. Withdrawals from the account are used to pay the Square credit card processing service fees and to transfer funds to the YCTD's account with the Yolo County Treasurer's office (completed through writing physical checks that are deposited with the County). Check stock for this account are kept locked with limited access. Checks require two signatures of authorized YCTD staff.

RGS reviewed policies regarding the handling of cash retrieved from bus fareboxes and paratransit vans. While we found no evidence of any loss or misappropriation, we did find that

pre-existing policies requiring regular reconciliation to farebox records had fallen into disuse, and that other policies needed updating to meet industry best practices.

In addition, RGS noted that YCTD maintained a petty cash box intended to have no more than \$200 at any one time. This petty cash system has been managed by the YCTD executive assistant position. Staff reported that common uses of the petty cash system were to reimburse small expenses of YCTD interns. After discussing whether the convenience of the petty cash system was worth the effort of securing the cash and reconciling accounts, YCTD decided to terminate the petty cash system and deposit the cash balance into their County account.

#### Recommendation:

Refresh the YCTD's cash handling and reconciliation policies to ensure that they meet current industry best practices regarding physical security, separation of duties and regular reconciliation. [Note: RGS has worked with YCTD staff to provide updated policies for YCTD review and approval].

### C. Purchasing Card and Employee Travel and Expense Reimbursement Policies

Staff interviewed by RGS identified a need for updated purchasing card and employee travel and expense reimbursement policies. Establishing updated policies is important for the following reasons:

- a. Ensure the employees understand the appropriate use of YCTD Purchasing cards, along with the consequences of inappropriate use.
- b. Reduce potential YCTD liability associated with misuse of YCTD purchasing cards through limiting the number of cards in circulation and applying transaction limits that are sufficient for ordinary business needs. The policy should also include procedures for raising transaction limits during emergencies.
- c. Ensure that there are consistently applied policies and practices regarding what employee travel and field expenses are reimbursable. Making these policies broadly consistent with federal guidelines will reduce the risk of audit findings when federal grant funds are used.

Staff also mentioned that the current American Express Purchasing Cards are not accepted by some vendors that operational staff need to work with, resulting in employees using their personal credit cards for purchases which might otherwise have been made using YCTD Purchasing cards.

### Recommendations

1. Update YCTD Purchasing Card and Employee Travel and Field Expense Policies. [Note: RGS has worked with YCTD staff on preparing draft policies for YCTD Board review and approval].

**2.** Explore establishing a Purchasing Card contract with programs other than American Express (e.g. Visa or MasterCard, to allow for broader acceptance of the cards. One convenient option would be to participate in the CAL-Card VISA purchase card program established by the State of California Department of General Services and open to all local and regional government bodies in California. Information is available at dgs.ca.gov. Since one of the most common uses of purchasing cards is for employees to refuel YCTD vehicles when in the field, consider participating in a fuel card program specifically for this purpose.

### **D.** Records Management

YCTD's records management policy appears to have fallen into disuse and staff are not aware of its provisions. The Records management policy governs how long financial records need to be maintained, and protection of any confidential information (e.g. social security numbers). Having a formal record management policy is important to both to ensure retention of documents that are necessary to support operations and legal or audit requirements, and to protect the YCTD from potential liability for disposing of records in a way that is not consistent with an adopted policy.

### Recommendation

1. Establish a YCTD Record Management Policy, in consultation with legal counsel. [Note: RGS has worked with YCTD staff and legal counsel to develop a draft policy for YCTD Board review and approval].

### E. General Reserve Policy

YCTD does not currently have a written general reserve policy. Maintaining a general reserve for economic uncertainty is a prudent practice to allow for essential operations to be maintained during emergencies or economic downturns resulting in significant unanticipated expenditures or loss of revenues.

The target size for a general reserve is a policy matter for the Board of Directors based on YCTD's specific circumstances. The Government Finance Officers Association (GFOA) best practice guidelines (accessible at <a href="https://www.gfoa.org/materials/fund-balance-guidelines-for-the-general-fund">https://www.gfoa.org/materials/fund-balance-guidelines-for-the-general-fund</a>) recommend a minimum unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or expenditures. Converting to percentages, two months is equivalent to approximately 17% of annual operations. The term "budgetary" fund balance is used to represent only the portion of unrestricted fund balance that is available during the applicable budget period.

For reference, the YCTD's FY 2021-22 operating budget is \$16.5 million. A 17% reserve would represent \$2.75 million.

Financial Assessment for Yolo County Transportation District February 4, 2022 Page 6

### Recommendation

1. Propose a General Reserve Policy for consideration by the YCTD Board of Directors to set aside a minimum of 17% of the larger of annual actual or budgeted general fund expenditures. [Note: RGS has worked with YCTD staff and legal counsel to develop a draft policy for YCTD Board review and approval].

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

<b>Topic:</b> Mid-Year Budget Status Report	Agenda Item#:	10 Info/Discussion
	Agenda Type:	Attachments: Yes No
Prepared By: A. Bernstein		Meeting Date: February 14, 2022

## **RECOMMENDATION:**

Receive update on YCTD's mid-year budget status.

### **BACKGROUND:**

This item contains the report on YCTD's mid-year budget actuals prepared by the consulting team at Regional Government Services (RGS) – see attachment for mid-year report.

Key highlights of the mid-year budget status report include:

- The report reflects expenditures recorded as of January 31, 2022, including labor through 1/21/22 and six months of six months of Transdev purchased transportation payments. The projections are our best current estimates based on trends so far this year—but of course could change as events develop during the rest of the fiscal year.
- The bottom line projections are for approximately \$1.8 million savings compared to budget—composed of a net \$1.6 million in expenditure savings and about \$200K in revenue surplus.
- The projected expenditure savings include about \$500K in labor savings due to the time taken to fill newly authorized positions and vacancies, about \$280K in fuel savings, and about \$650K of the Demand-Responsive purchased transportation budget due to delays in planned microtransit expansion.
- Revenues coming in better than budget (if current trends continue) include proceeds from sales at the CNG
  and electricity refueling station and fixed route passenger fares.
- Equipment maintenance spending includes \$327K so far this year on 6 engine rebuilds and replacements.

# YCTD FY 21-22 Budget Status Report, Updated 2/5/22

**Administration Budget Status** 

Administration Badget Status		EV 04/00	D'	Danis Islands
		FY 21/22	Projected	Projected
	FY 21/22	Actual as of	Annual	Surplus
Administration Operating Revenues	Bgt	1/31/22	Total	(Shortfall)
1501 LTF - Woodland	\$521,358	\$521,358	\$521,358	\$0
1501 LTF - Davis	\$582,438	\$582,438	\$582,438	\$0
1501 LTF - West Sacramento	\$569,936	\$569,936	\$569,936	\$0_
1501 LTF - Winters	\$0	\$0	\$0	\$0
1501 LTF - Yolo County	\$0	\$0	\$0	\$0
Subtotal Operating LTF	\$1,673,731	\$1,673,731	\$1,673,732	\$0
4100 Non-Transportation Revenues (Interest)	\$50,000	\$15,164	\$30,329	-\$19,671
6276 Auxiliary Revenue - (Trillium CNG)	\$85,909	\$76,580	\$183,791	\$97,882
6399 Low Carbon Fuel Credits (RIN)	\$150,000	\$114,542	\$152,723	\$2,723
6399 Advertising	\$36,000	\$31,621	\$63,243	\$27,243
6399 Yolo TMA	\$30,000	\$0	\$30,000	\$0
6399 Miscellaneous revenue	\$0	\$42,663	\$42,663	\$42,663
6400 Mitigation Revenue	\$711,312	\$0	\$711,312	\$0
7101 Local Operating Assistance (Carryover)	\$1,451,803	\$1,451,803	\$1,451,803	\$0
Subtotal Other Operating Income	\$2,515,024	\$1,732,373	\$2,665,863	\$150,839
Total Administration Operating Revenues	\$4,188,755	\$3,406,105	\$4,339,595	\$150,839

		FY 21/22	Projected	Projected
	FY 21/22	Actual as of	Annual	Surplus
Administration Operating Expenses	Bgt	2/1/22	Total	(Shortfall)
1101 Regular Employees	\$1,303,301	\$444,571	incl below	incl below
1102 Extra Help	\$50,000	\$25,390	incl below	incl below
1103 Overtime	\$5,000	\$666	incl below	incl below
1107 Cash out (Mgmt. Leave Buy-Back)	\$4,000	\$0	incl below	incl below
Subtotal Salaries	\$1,362,301	\$470,628	\$1,021,458	\$340,843
1201 YCTD Contribution to Retirement	\$251,937	\$159,933	incl below	incl below
1202 YCTD Contribution to Social Security	\$3,100	\$1,601	incl below	incl below
1203 YCTD Contribution to MEDICARE	\$19,623	\$6,863	incl below	incl below
1204 YCTD Contribution to 457 Plan	\$0	\$1,920	incl below	incl below
1300 YCTD Contribution to Health Ins.	\$216,625	\$66,608	incl below	incl below
1301 YCTD Contribution to OPEB	\$75,394	\$17,698	incl below	incl below
1400 YCTD Contribution to Unemp. Ins.	\$5,152	\$434	incl below	incl below
1500 Worker's Compensation Insurance	\$17,023	\$2,067	incl below	incl below
1601 Other Fringe Benefits	\$38,037	\$7,102	incl below	incl below
Subtotal Benefits	\$626,891	\$264,227	\$470,315	\$156,576
Subtotal Labor Salaries & Benefits	\$1,989,192	\$734,855	\$1,491,773	\$497,419
2170 Housekeeping Expense	\$19,952	\$5,483	\$19,952	\$0
2271 Maintenance-Equipment	\$338,100	\$131,259	\$338,100	\$0
2272 Maintenance-Bldgs. & Improvements	\$91,700	\$0	\$91,700	\$0
2423 Legal Services	\$40,000	\$0	\$40,000	\$0
2429 Professional & Spec. Services	\$356,582	\$73,236	\$356,582	\$0
2548 Training Expense	\$21,300	\$0	\$21,300	\$0
2557 Trustees, Commissioners, Dir.	\$7,600	\$4,400	\$7,600	\$0
Subtotal Services	\$875,234	\$214,378	\$875,234	\$0
2613 Fuel YCTD	\$2,000	\$338	\$675	\$1,325
2613 Fuel Outside Use	\$54,000	\$0	\$0	\$54,000
Subtotal Fuel & Lubricants	\$56,000	\$338	\$675	\$55,325

let Administration Surplus (Shortfall)				\$918,218
otal Administration Operating Expenses	\$4,192,756	\$1,625,608	\$3,425,377	\$767,380
8101 Contingencies	\$150,000	\$0	\$0	\$150,000
ubtotal Miscellaneous	\$176,282	\$50,526	\$110,279	\$66,003
3200 Pass Through to Other Agencies	\$24,000	\$0	\$24,000	\$0
2610 Transportation & Travel	\$38,385	\$8,520	\$17,041	\$21,345
2559 Special Dept. Expense-Other	\$7,570	\$2,353	\$7,570	\$0
2553 Library Books & Periodicals	\$150	\$147	\$150	\$0
2492 Rents & Leases-Bldgs. & Improvements	\$6,500	\$4,677	\$6,500	\$C
2491 Rents & Leases-Equipment	\$500	\$288	\$500	\$0
2465 Advertising	\$65,000	\$6,781	\$20,342	\$44,658
2460 Publications & Legal Notices	\$3,500	\$330	\$3,500	\$0
2330 Memberships	\$30,677	\$27,430	\$30,677	\$0
ubtotal Casualty & Liability	\$711,919	\$549,673	\$711,919	\$0
2209 Insurance-Physical Damage	\$50,787	\$0	\$50,787	\$C
2203 Insurance-Other Than Vehicle	\$12,500	\$10,073	\$12,500	\$0
2202 Insurance-Public Liability	\$648,632	\$539,600	\$648,632	\$0
ubtotal Utilities	\$146,170	\$47,084	\$146,170	\$0
2640 Utilities	\$52,370	\$14,669	\$52,370	\$0
2090 Communications	\$93,800	\$32,415	\$93,800	\$0
ubtotal Materials & Supplies	\$87,960	\$28,754	\$89,327	(\$1,367
2520 Small Tools & Minor Equipment	\$61,075	\$12,128	\$56,075	\$5,000
2392 Printing	\$1,750	\$5,234	\$10,468	(\$8,718
2391 Postage	\$1,200	\$615	\$1,230	(\$30
2390 Office Expense	\$20,200	\$9,307	\$18,615	\$1,585
2130 Food	\$3,735	\$1,469	\$2,939	\$796

# **Fixed Route Operating Budget Status**

		FY 21/22	Projected	Projected
	FY 21/22	Actual as of	Annual	Surplus
Fixed Route Operating Revenues	Bgt	1/31/22	Total	(Shortfall)
1501 LTF - Woodland	\$711,450	\$449,011	\$711,450	\$0
1501 LTF - Davis	\$1,420,842	\$979,549	\$1,420,842	\$0
1501 LTF - West Sacramento	\$1,628,731	\$1,126,894	\$1,628,731	\$0
1501 LTF - Winters	\$0	\$0	\$0	\$0
1501 LTF - Yolo County	\$0	\$0	\$0	\$0
Subtotal Fixed Route Operating LTF	\$3,761,023	\$2,555,455	\$3,761,023	\$0
5134 State Operating - Other (LCTOP)	\$260,189	\$260,189	\$260,189	\$0
5132 State of Good Repair Funds	\$215,058	\$0	\$215,058	\$0
5673 FTA 5307 Urban Area	\$1,908,400	\$93,617	\$1,908,400	\$0
5673 FTA 5307 CARES Act	\$0	\$0	\$0	\$0
5673 FTA 5307 Causeway Connection	\$396,776	\$0	\$396,776	\$0
5673 FTA 5307 CMAQ Funds for Route 42	\$404,667	\$0	\$404,667	\$0
5677 FTA 5311 Rural Funds	\$154,009	\$0	\$154,009	\$0
5677 FTA 5311 CARES	\$0	\$0	\$0	\$0
6271 Passenger Fares	\$871,524	\$520,011	\$972,048	\$100,524
6272 Special Fares	\$523	\$527	\$1,264	\$741
6399 OtherOther	\$396,776	\$0	\$396,776	\$0
6400 Mitigation Revenue	\$531,412	\$0	\$531,412	\$0
7101 Local Operating Assistance (Carryover)	\$754,125	\$754,125	\$754,125	\$0
Subtotal Fixed Route Other Operating Income	\$5,893,459	\$1,628,468	\$5,994,724	\$101,265
Total Fixed Route Operating Revenues	\$9,654,482	\$4,183,923	\$9,755,747	\$101,265

ixed Route Operating Expenses	FY 21/22 Bgt	FY 21/22 Actual as of 1/31/22	Projected Annual Total	Projected Surplus (Shortfall)
2271 Maintenance-Equipment	\$215,058	\$215,058	\$215,058	\$
·	<b>\$422.000</b>	<b>#20.04</b> C	Ф422 000	· ·
2272 Maintenance-Bldgs. & Improvements  Subtotal Services	\$132,899 <b>\$347,957</b>	\$38,816 <b>\$253,874</b>	\$132,899 <b>\$347,957</b>	\$( <b>\$</b> )
2613 Fuel YCTD	\$1,306,888		·	\$121,35
Subtotal Fuel	\$1,306,888	\$508,979 <b>\$508,979</b>	\$1,185,529 <b>\$1,185,529</b>	\$121,35
		·		•
2392 Printing	\$44,350	\$0	\$44,350	\$
2520 Small Tools & Minor Equipment	\$10,456	\$0 <b>\$0</b>	\$10,456	\$
Subtotal Materials & Supplies 2090 Communications	<b>\$54,806</b> \$165,240	\$110,546	<b>\$54,806</b> \$165,240	\$
Subtotal Utilities	\$165,240 \$165,240	\$110,546	\$165,240 \$165,240	\$ <b>\$</b>
	·			•
2428 Purchased Transportation	\$7,779,592	\$2,943,994	\$7,886,467	(\$106,87
Subtotal Purchased Transit	\$7,779,592	\$2,943,994	\$7,886,467	(\$106,87
otal Fixed Route Operating Expenses	\$9,654,482	\$3,817,394	\$9,639,999	\$14,484
let Fixed Route Projected Surplus (Shortfall)	\$0			\$115,749
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Demand-Responsive Operating Budget Status				
Demand-Responsive Operating Revenues	FY 21/22 Bgt	FY 21/22 Actual as of 1/31/22	Projected Annual Total	Projected Surplus (Shortfall)
1501 LTF - Davis	\$340,075	\$262,277	\$340,075	\$
1501 LTF - West Sacramento	\$285,229	\$224,595	\$285,229	\$
1501 LTF - Woodland	\$763,642	\$595,655	\$763,642	\$
1501 LTF- Winters	\$127,810	\$98,378	\$127,810	\$
1501 LTF - County of Yolo	\$113,111	\$95,958	\$113,111	\$
ubtotal Demand-Responsive Operating LTF	\$1,629,867	\$1,276,863	\$1,629,867	\$
4100 Non-Transp. Revenues (Interest)	\$0	(\$815)	\$0	\$
5673 FTA 5307	\$478,919	\$0	\$478,919	\$
5673 FTA CARES	\$0	\$0	\$0	\$
6271 Passenger Fares	\$57,545	\$18,814	\$37,627	(\$19,91
6272 Special Transit Fares	\$13,430	\$28,895	\$43,343	\$29,91
6399 Other	\$0	\$0	\$0	\$
6400 Mitigation Revenue	\$59,754	\$0	\$22,000	(\$37,75
Local Operating Assistance (Carryover)	\$432,527	\$432,527	\$432,527	\$
ubtotal Demand-Responsive Other Operating	\$1,042,175	\$479,420	\$1,014,416	(\$27,75
otal Demand-Responsive Operating Revenues	\$2,672,042	\$1,756,283	\$2,644,283	(\$27,759
	FY 21/22	FY 21/22	Projected	Projected
Demand-Responsive Operating Expenses	F1 21/22 Bgt	Actual as of 1/31/22	Projected Annual Total	Surplus (Shortfall)
2613 Fuel	\$279,610	\$49,913	\$119,791	\$159,81
2202 Insurance-Public Liability	\$184,476	\$153,530	\$184,476	φ100,01 \$
2428 Purchased Transportation	\$2,187,955	\$739,497	\$1,537,194	\$650,76
8101 Contingencies	\$20,000	\$0	\$0	\$20,00
5.5. <b>5</b> 59555		\$942,941	\$1,841,461	\$830,580
otal Demand-Responsive Operating Expenses	\$2,672,041	KUZ 7 UZ 7	X 1 XA1 AK1	KX III AV

**Combined Total Projected Surplus (Shortfall)** 

\$1,836,788

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

Topic: Executive Director's Report	Agenda Item#:	11 Info/Discussion				
	Agenda Type:	Attachments: Yes No				
Prepared By: A. Bernstein		Meeting Date: February 14, 2022				

## **RECOMMENDATION:**

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

## **BACKGROUND:**

### a. TIRCP Applications

The consent calendar for this meeting includes several items related to the upcoming funding round for the California Transit and Intercity Rail Capital Program (TIRCP). YCTD is working with Caltrans to seek funding for transit improvements as part of the Yolo 80 Managed Lanes project, including transit signal priority for metering ramps, an expanded park and ride lot in West Sacramento, wayfinding signage, electric bus charging equipment, and planning studies to expand and improve the use of bus transit in the corridor. Additionally, YCTD is participating in a joint TIRCP application led by the Capitol Corridor Joint Powers Authority (CCJPA), to upgrade infrastructure along the rail corridor and integrate fare payment across transit operators in the Sacramento region.

### b. YoloCommute Update

YoloCommute, also known as the Yolo Transportation Management Association or Yolo TMA, held its quarterly Board meeting on Jan 27, 2022. At this meeting, the Board approved a new membership category and fee structure for Commercial Development, modeled after the South Natomas TMA. The Board also heard an update on YoloCommute's rewards program.

Since January 2021, Yolo Commute has awarded over \$11,000 in incentives for members who have actively engaged in alternative modes of transportation such as biking, walking, carpooling, transit, and teleworking.

YoloCommute staff are excited to announce that this year's May is Bike Month (MIBM) will be hosted by the Sacramento Area Bicycle Advocates (SABA). SABA will be working with YoloCommute and other TMAs in the Sacramento region to organize activities and contests marking. Last year Yolo Commute awarded members over \$4,000 during MIBM for participants who rode their bikes during the month of May.

### c. DISC Project

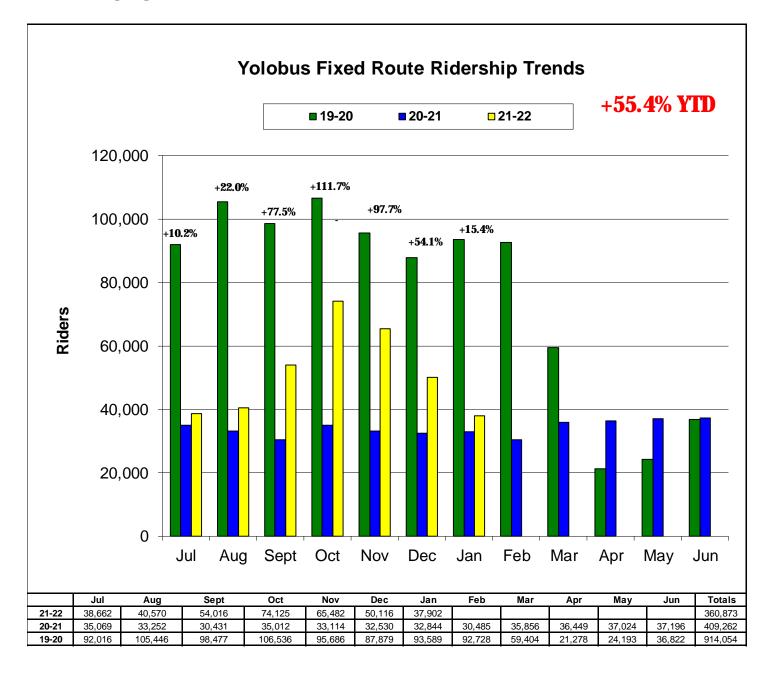
YCTD staff prepared and submitted a letter to the Davis City Council on January 31, 2022 offering some comments and feedback on the proposed project. Our letter focused on several key points including:

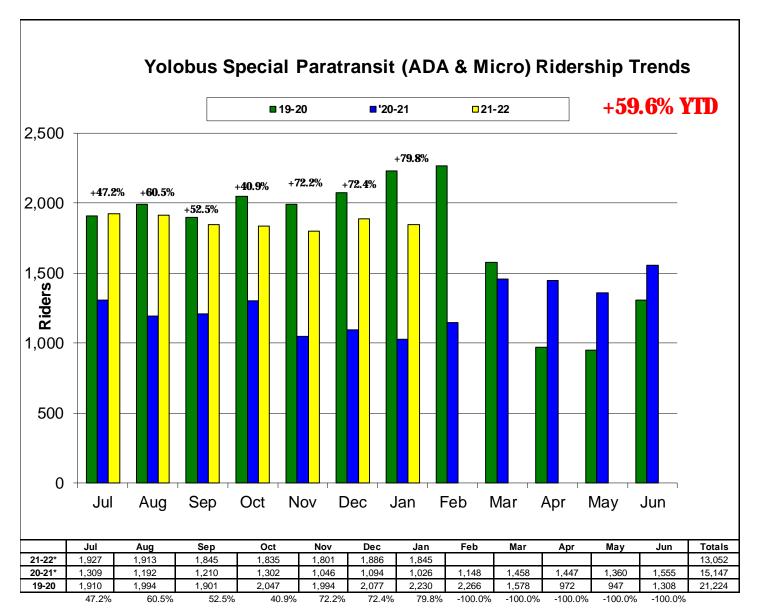
- Support for locating the transit center adjacent to Mace Blvd;
- Support for a grade-separated bicycle and pedestrian crossing across Mace Blvd;
- Support for locating the southbound bus stop adjacent to a safe, protected crossing of Mace Blvd;

• Request that YoloCommute membership be made a condition of the development agreement, to take effect upon occupancy of the residential and commercial portions of the project.

We are pleased that the project proponents chose to incorporate YoloCommute membership into the development agreement. The City Council unanimously approved the project, which will go before the Davis voters in June 2022.

### d. Ridership Report





<sup>\*</sup>Includes YOUR Ride microtransit ridership (Knights Landing + Winters):

Microtrans	it Ridersnip	-Knights Landii	ng (KL) and wi	nters									
21-22	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Totals
KL	170	197	174	168	158	156	167						1,190
Winters	210	219	174	170	146	148	152						1,219
Total	380	416	348	338	304	304	319	0	0	0	0	0	2.409