

BOARD OF DIRECTORS MEETING AGENDA

Update 3/7/2024

Directors: Josh Chapman (Chair, City of Davis), Dawntè Early (Vice-Chair, City of West Sacramento), Lucas Frerichs (Yolo County), Jesse Loren (City of Winters), Tom Stallard (City of Woodland), Matt Dulcich (UC Davis, ex-officio), Greg Wong (Caltrans, ex-officio)

This Board Meeting will be held in person at the location below. Members of the Board and public who wish to participate remotely may use the zoom link or phone number below.

IN-PERSON INFORMATION

Meeting Date: March 11, 2024
Meeting Time: CLOSED SESSION 5:30 PM
 REGULAR AGENDA 6:00 pm
Meeting Place: Davis City Council Chambers
 23 Russell Blvd., Davis, CA 95616

ZOOM INFORMATION

Link: https://us06web.zoom.us/j/87969227172?pwd=uZtLwJ9uLFC1Aedi-Y5LrMrgxK-ZYg.B3_28oRDmT0rgxlu
Phone Number: (253) 205-0468 Passcode 105086
Webinar ID: 879 6922 7172

All participants will be entered into the webinar as attendees.

The YoloTD Board of Directors encourages public participation in its meetings. Members of the public shall be given an opportunity to address the Board of Directors in person, remotely, and/or in writing. For more information on how to provide public comment, please see the section of this agenda entitled “Public Participation Instructions.”

The Board reserves the right to take action on all agendized items 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 YTD Board.

Estimated Time		Agenda Item	Informational	Action Item
5:30 PM		CLOSED SESSION Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(4) Initiation of litigation: 1 potential case		
6:00 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X

	2.	Approve Agenda for March 11, 2024 meeting (<i>pp 1-4</i>)		X
6:05 PM	3a	Report from Closed Session (<i>Hood</i>)	X	
	3b	Comments from public regarding matters <u>on the consent calendar</u> , or <u>items NOT on the agenda</u> but within the purview of YCTD. Please note, the Board is prohibited from discussing items not on the agenda.		

CONSENT CALENDAR

6:15 PM	4a.	Approve Board Minutes for Regular Meeting of February 12, 2024 (<i>Cioffi 5-10</i>)		X
	4b	FY 2023-24 Operating & Capital Budget Status Report for Quarter 2 (<i>Fadrigo 11-19</i>)	X	
	4c	Adopt Resolution 2024-003 Authorizing Executive Director to sign Master Agreement (<i>Abbanat 20-43</i>)	X	

REGULAR CALENDAR

6:45 PM	5.	Approve the Proposed Service Plan for Expansion of BeeLine Service to Community of Yolo (<i>Romero/Barrientos 44-47</i>)		X
	6.	FY 24-25 Workplan and Budget Process (<i>Bernstein 48-51</i>)	X	
7:15PM	7.	Administrative Reports (<i>Bernstein 52</i>) Discussion regarding subjects not specifically listed is limited to clarifying questions. A. Board Members' Verbal Reports B. Transdev's Verbal Report C. Executive Director's Verbal Report D. Yolo 80 Managed Lanes Project Update E. Long-Range Calendar	X	
8:00 PM	9.	Adjournment		X

Unless changed by the YoloTD board, the next meeting of the Board of Directors will be April 8, 2024 at 6:00 pm in the YoloTD Board Room, 350 Industrial Way, Woodland, CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, March 8, 2024 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.



Heather Cioffi, Clerk to the Board

Public Participation Instructions

Members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Depending on the length of the agenda and number of speakers, the Board Chair reserves the right to limit the time each member of the public is allowed to speak to three minutes or less.

IN PERSON:

Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on a table by the entrance to the meeting room.

ON ZOOM:

If you are joining the meeting 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.

IN ADVANCE OF THE MEETING:

To submit a comment in writing, please email public-comment@yctd.org. In the body of the email, include the agenda item number and title with your comments. 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. To submit a comment by phone in advance of the meeting, please call 530-402-2819 and leave a voicemail. Please note the agenda item number and title with your comments. All comments received by 4:00 PM on Monday, March 11, 2024 will be provided to the YTD Board of Directors in advance.

Americans With Disabilities Act Notice

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact Heather Cioffi, Executive Assistant, for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting should telephone or otherwise contact Heather Cioffi as soon as possible and preferably at least 24 hours prior to the meeting. Heather Cioffi may be reached at telephone number (530) 402-2819, via email at hcioffi@yctd.org or at the following address: 350 Industrial Way, Woodland, CA 95776.

VISION, VALUES AND PRIORITIES



Vision Statement

The vision statement tells us what we intend to become or achieve.

Provide seamless, sustainable mobility solutions to help Yolo communities thrive.



Core Values

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

- We are transparent, inclusive and accountable to the public, stakeholders and partner agencies
- We are committed to addressing inequities and improving outcomes for our most vulnerable communities
- We prioritize environmental sustainability and climate resilience
- We value efficiency, innovation and responsible stewardship of public funds



District-Wide Priorities

Priorities align our vision and values with our implementation strategies.

1. Provide transit service that is faster, more reliable and convenient.
2. Partner with member jurisdictions, community-based organizations and local, regional, state and federal agencies to identify and address the current and evolving mobility needs of Yolo County.
3. Coordinate, plan and fundraise to deliver a full suite of transportation projects and programs.

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

Topic: Approve Board Minutes for Regular Meeting of February 12, 2024	Agenda Item#: Agenda Type:	4a Action	
		Attachments:	Yes No
Prepared By: H. Cioffi		Meeting Date: March 11, 2024	

RECOMMENDATION:

Approve the Minutes for the Regular Meeting of February 12, 2024

February 12, 2024 BOARD MEETING MINUTES:

**YOLO TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING**

February 12, 2024

Woodland City Hall

300 1st Street, Woodland, CA 95695

Chair Chapman called the meeting to order at 6:00 pm and determined the board had a quorum. Chair Chapman recognized Director Early would arrive shortly.

The following individuals were in attendance:

Board Member	Jurisdiction	In Attendance	Absent
Tom Stallard (Chair)	City of Woodland	X	
Josh Chapman (Vice-Chair)	City of Davis	X	
Dawntè Early	City of West Sacramento	X	
Jesse Loren	City of Winters	X	
Lucas Frerichs	Yolo County	X	
Matt Dulcich (Ex-Officio)	UC Davis	X	
Greg Wong (Ex-Officio)	Caltrans	X	

YoloTD staff in attendance were Executive Director Autumn Bernstein, Clerk to the Board Heather Cioffi, Director of Transit Operations Daisy Romero, and Legal Counsel to YoloTD Hope Welton.

Agenda Item 2 — Approval of the February 12, 2024 Agenda

Chair Chapman asked for a motion to approve the agenda; Director Loren made the motion, seconded by Director Stallard.

Roll Call for Agenda Items 3a, 3b, 3c— Consent Calendar

	AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard	X				Motion passed
Early			X		
Chapman	X				
Loren	X				
Frerichs	X				

Agenda Item 3— Comments from the public regarding matters on the consent calendar, or items NOT on the agenda but with the purview of YoloTD.

Chair Chapman asked for public comment on items not on the agenda; Mr. Hirsch provided public comment. Mr. Hirsch requested that consent agenda item 4B be removed from the consent agenda and added to the regular agenda for board discussion.

Chari Chapman asked if there were any further comments from members of the public. There were no further comments.

Agenda Items 4a, 4b, 4c — Consent Calendar*

Item 4 is an action item.

Chair Chapman asked if any directors or staff had any changes to the consent calendar. Director Frerichs made a motion to move items 4a and 4c for approval and to pull item 4b for further discussion. Director Loren seconded the motion to move items 4a and 4c for approval and pull item 4b for discussion.

4a.	Approve Board Minutes for Regular Meeting of January 22, 2024
4c.	Retire Yolo 80 Tolling Advance Planning Ad Hoc Committee

Roll Call for Agenda Items 3a, 3b, 3c— Consent Calendar

	AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard	X				Motion passed
Early			X		
Chapman	X				
Loren	X				
Frerichs	X				

Agenda Item 4b— Approve Board Resolution 2024-02 Authorizing the Executive Director to Execute Agreements with the California Department of Transportation for Funding Awarded by the SACOG Transformative Grant Program for Tolloed Advance Planning for the Yolo 80 Managed Lanes Project.

Chair Chapman asked for comment on item 4b from Autumn Bernstein. Autumn reviewed Resolution 2024-002 which authorizes the Executive Director to work with the California Department of Transportation (Caltrans) regarding the SACOG grant for the toll advanced planning for the Yolo 80 Managed lanes. This project and allows YTD to reimburse Caltrans using the funds from the SACOG grant. This resolution authorizes the Executive Director to execute this agreement with Caltrans.

Chair Chapman asked if any of the board had any questions or comments. There were no questions or comments from the board.

Chair Chapman asked if there were any questions or comments from the public: Mr. Hirsch gave a public comment.

Chair Chapman asked if there were any further questions or comments from the public; there were none.

Chair Chapman asked if there were any further questions from the board.

Director Frerichs made a motion to approve item 4b; the motion to approve item 4b was seconded by Director Loren.

Chair Chapman asked if there were any further questions or comments from the board, there were none.

Roll Call for Agenda Items 4b— Approve Board Resolution 2024-02 Authorizing the Executive Director to Execute Agreements with the California Department of Transportation for Funding Awarded by the SACOG Transformative Grant Program for Tolloed Advance Planning for the Yolo 80 Managed Lanes Project.

	AYES	NOES	ABSENT	ABSTAIN	STATUS OF MOTION
Stallard	X				Motion passed
Early	X				
Chapman	X				
Loren	X				
Frerichs	X				

Agenda Item 5 — 3-Month Status Report on Beeline Woodland

Item 5 is an informational item.

Ms. Bernstein noted that Daisy Romero accepted the position of Director of Transit Operations.

Ms. Romero reviewed the 3-month status of the Woodland Beeline. This review included:

- Beeline is a micro transit service that encompasses Woodland, Knights Landing and Winters.
- Beeline allows riders to schedule point to point service. This service operates during the following times:
 1. Knights Landing BeeLine service hours are Monday through Friday 8:30 AM-5:30 PM, and Sundays from 8:30 AM-5:30 PM. One vehicle is deployed for this service area.
 2. Winters BeeLine service hours are Monday through -Saturday 8:30 AM-4:30 PM. One vehicle is deployed for this service area.
 3. Woodland service hours are Monday through Thursday 7AM -7PM, Friday 7AM-11PM, Saturday 9AM-11PM and Sunday 8AM-7PM.
- This service was formerly known as YOUR ride and underwent a rebranding in 2023.
- Beeline launched in mid-September 2023.
- Over the last 3-4 months, Beeline service has increased in all service zones.

Ms. Romero reviewed the trends in ridership. This review included:

- December 2023 showed over 200 riders in Woodland which was up by 87% from when the service first started.
- Knights Landing and Winters saw a 65% increase in ridership.

Ms. Romero reviewed the ridership numbers, the graph for these numbers can be found in board report agenda item 5. This graph included ridership numbers and popular destinations for all service areas.

Ms. Romero reviewed the interaction between the fixed route in the service area and the Beeline. In the case of Knights Landing, micro transit replaced fixed route.

Ms. Romero reviewed the customer experience and testimonials which can be found in board report agenda item 5.

Ms. Romero reviewed the next steps with the board which included providing the board with quarterly reports and proposing operational changes as trends among riders emerge.

Chair Chapman asked if there were any questions or comments from the public: Mr. Hirsch gave a public comment.

Chair Chapman asked if there was any further public comment. There was not.

Chair Chapman asked if the board had any questions or comments. Questions and comments included:

- Are we comparing ridership to fixed route or another service? The answer was that we are comparing the numbers to YOUR ride service in Knights Landing and Winters.
- What does YOUR ride refer to? YOUR ride was a micro transit service in Knights Landing. This service was rebranded to Beeline.
- In Winters and Knights Landing, there was an increase in ridership between the launch of the service in September and October, but the service saw a decline in ridership in November through December. Do staff know why there was a decrease in ridership during those months? Answer: This is consistent with seasonal trends. The increase in riders in September and October could have been because of the promotions and advertising. The decline in ridership in November and December could be due to the end of the promotions and the weather changing.
- This heat map represents stops in Woodland but not necessarily riders only traveling from Woodland location to another Woodland location, correct? The answer was yes, the riders could have come from outside of Woodland to a stop within Woodland.
- We do not operate any fixed route services in Knights Landing or Winters, correct? The answer was yes that is correct.
- Does this heat map represent only Woodland community members traveling within Woodland or does the heat map represent all the popular stops for Beeline within Woodland no matter the pick-up location. The answer was yes, this heat map shows the popular stops no matter where the rider started their trip.
- What were the running times of the Winters fixed route of the 220c and the 220? The answer was that the 220 ran in the morning and late afternoon, and the 220c ran about every 30 minutes in the morning and a little bit of a longer stretch in the afternoon. The 220c was mainly used as a commuter route to UC Davis.
- Can we keep track of how many rides are running to Davis and then to Vacaville to make sure we are meeting the needs of our riders? YoloTD staff can start to monitor the trips like this.
- Is the Beeline taking away from the paratransit ridership? The answer was not to our knowledge, but that is something we can review.

- Board members stated their appreciation for YoloTD providing many mobility choices for riders in the Yolo area.
- Is the increase in ridership in the Beeline and the decrease in ridership in routes 211 and 212 something staff can investigate? The answer was yes; we can review these numbers and see if there is a trend.
- How do we count ridership? The answer was that currently, we have three different ways to track ridership. The fare box that records riders who pay with cash, Connect card, and student riders or youth (who ride free). This system relies on the bus operator to manually press a button and is prone to error. We also have the connect card data, and we have data for those who use ZipPass (mobile payments). We currently do not have any other way to track ridership. Also, in April, we will be implementing an automated electronic counter that will be a more accurate method for tracking ridership.
- Is it possible that we will need to add more vehicles to assist with the Knights Landing and Winters trips? The answer was yes, it is possible; we are looking into adding more vehicles since the rider demand is there.
- There have been questions about adding the city of Esparto and the town of Yolo to the Beeline service area. The request will be added to the list of staff to review. The town of Yolo is being reviewed, and the staff is looking at how to add the town of Yolo without hindering the Knights Landing service. Staff understand this addition is a high priority for the board, and staff are working on this with Supervisor Angel Barajas and his team.
- Would the Board be able to review the negative comments on the Beeline service? The answer was yes; we can provide those reviews.
- If we wanted to add a new stop to the Beeline service, would it increase the wait time and travel time? The answer was that it would depend on the demand. There is a possibility of increasing wait and travel time, but it would really depend on the demand for the stop.

Agenda Item 6 — Administrative Reports

Item 6 is a non-action item and for informational purposes only.

Chair Chapman asked for reports from the board.

Ms. Bernstein gave her Executive Director's update. This update included:

- Daisy is now the Director of Transit Operations.
- Brian Abbanat is now the Director of Planning.
- Due to our preliminary work on the YATC project, YoloTD became aware of the opportunity to advance the three trail priority corridors: the city of West Sacramento and the Delta Protection Commission the trail from West Sacramento to Clarksburg. YTD, the Delta Protection Commission, and the City of West Sacramento are looking at a MOU for this project to advance much sooner than originally anticipated.
- The City of West Sacramento is in conversations with SacRT about extending the Via service into downtown Sacramento. As discussed previously, having a fixed route and a micro service serving the same trips results in direct competition between those services. The City of West Sacramento has been receptive to the concerns of YTD, and after reviewing the trial of the expansion, YTD and the city of West Sacramento will look at the impact on both services and then bring that back to the city council for evaluation.
- The city of Davis has been in conversation with YTD about the 5th and G Zero parking projects. With route 42 and a Unitrans stop every 30 minutes, YTD is in conversations with the city about moving the stop from 5th and I to 5th and G and adding a bench and shelter to the stop. Conversations about them joining Yolo Commute as well.
- The county fair mall has officially been shuttered by the fire department. YTD staff is working as quickly as possible to make the transit center move to downtown Woodland.
- There is also an update in the packet regarding the Yolo 80 status, and Ms. Bernstein will be happy

to answer any questions the board may have.

Michael Klein, Transdev General Manager, mentioned that Transdev currently has two drivers in training and is hoping to add at least one more to this cohort. Transdev staff are working hard to make sure there are enough drivers to accommodate sick leave or vacation leave.

Chair Chapman asked if the board had any updates. Updates included:

- Appreciation that YoloTD is available to help with any evacuations that may arise in the stormy season.
- Director Stallard will be unable to attend the March meeting and will send his alternate instead.
- Greg Wong, Caltrans District 3 ex-officio, announced that Sergio Aceves is now the acting director for Caltrans District 3.

Chair Chapman asked if the board had any other questions, comments, or updates from the board. There were none.

Chair Chapman asked if there were any public comments; Mr. Hirsch provided public comments.

Ms. Bernstein reviewed the long-range calendar. This review included:

March

- Report/Possible Action on Woodland Transit Center Relocation
- Expansion of BeeLine Knights Landing Service Area to town of Yolo
- FY 23-24 2nd Quarter Financial Status Report
- FY 22-23 Financial Report -Audit

April

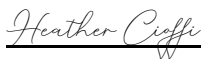
- Report/Possible Action on Updates to ADA Policy, Rider Information, Application and Service Changes
- Draft Workplan for FY 24-25
- Short Range Transit Plan Consultant Agreement

Agenda Item 7 — Adjournment

Chair Chapman asked if there were any further comments from the board, there were no further comments.

The meeting was adjourned at 7:32 pm.

Respectfully submitted:



Heather Cioffi, Clerk to the Board

The recordings of the YoloTD Board of Directors meeting can be viewed on our website at the following link: [Agenda & Minutes - Yolobus](#)

COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: FY 2023-24 Operating & Capital Budget Status Report for Quarter 2	Agenda Item#: Agenda Type:	4b Information Only
		Attachments: <u>Yes</u> No
Prepared By: Chas Ann Fadrigio		Meeting Date: March 11, 2024

RECOMMENDATION:

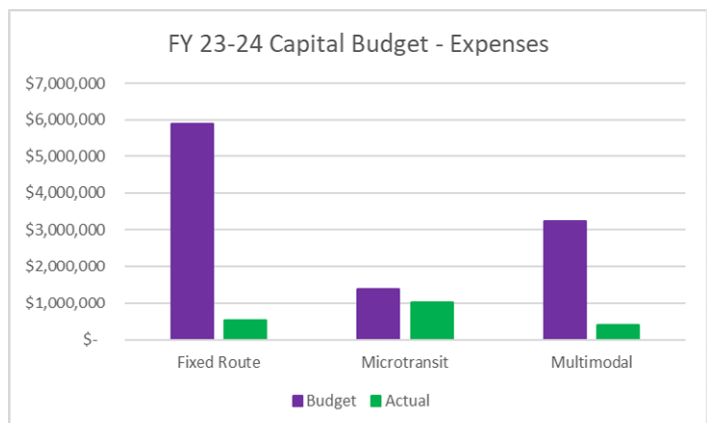
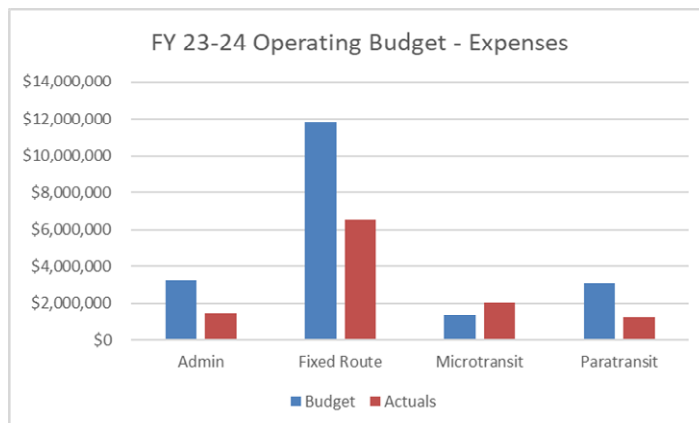
Receive FY2023-2024 Budget Status report for Operating and Capital expenses as of January 31, 2024.

BACKGROUND:

The YCTD Board of Directors approved the fiscal year 2023-2024 Annual Operating and Capital Budget on June 12 ,2023.

The 2023-2024 budget for YCTD prioritizes key initiatives to enhance transit services, address commuter needs, and promote sustainability. Efforts to ease the I-80 commute involve establishing Express Lanes and planning for a tolling authority. The Yolo Active Transportation Corridors project aims to create multi-use paths connecting communities. Sustainability is emphasized through transitioning to a zero-emission fleet, starting with purchasing three (3) CNG buses. Support for the Beeline Microtransit service launch in Woodland and the relocation of the Woodland transit center is included. Internal restructuring includes new leadership positions to manage the growing planning workload while maintaining a staff size of fourteen (14) Full-time Employees (FTE). Additionally, the budget incorporates a salary benchmarking survey with anticipated employee salary adjustments.

DISCUSSION AND ANALYSIS:



Operating Expenses	Capital Expenses
The Administration Operating budget will reflect savings in salary and benefits for a duration of seven (7) months, attributed to two (2) unfilled FTE positions and one (1) Limited Term position. The actuals for Transdev contract services include expenses up to January 2024.	Capital expenditures primarily consist of carryovers from FY22-23 capital projects related to Fixed Route and Microtransit, as well as expenses for CNG re-tanking and the acquisition of eight (8) Beeline vehicles. Quarter 2 include capital expenses for Woodland Transit Center, 80-Managed Lanes and the YATC projects.

Attachments:

1. Budget to Actual Report as of December 1, 2023
2. Capital Planning Projects as of January 31, 2024

**Yolo Transportation District
Fiscal Year 2023-2024
Budget to Actual as of January 31, 2024**

Administration			
Operating Revenue	Budget	Actuals	%
STA/LTF	\$1,511,000	\$1,133,249	75%
Cache Creek Mitigation	1,193,000	1,193,000	100%
Low Carbon/Renewable Energy Credits	200,000	55,124	28%
Net Outside Fuel Sales	140,000	68,086	49%
Interest Revenue	100,000	27,042	-
Advertising Revenue	42,000	24,211	58%
Miscellaneous	-	40,690	-
Total Administration Operating Revenues	\$3,186,000	\$2,541,403	
Operating Expenses			
Regular Employee Salaries	\$1,922,000	769,443.49	40%
Intern/Temp Employee Salaries	56,000	71,667	128%
Overtime	5,000	6,365	127%
Employee Salaries allocated to Projects	(180,000)	-	-
Subtotal Salaries	\$1,803,000	\$847,475	
PERS Employer Contribution	191,000	59,585	31%
PERS UAL Payment	176,000	169,925	97%
Health Insurance Employer Contribution	240,000	115,597	48%
Retiree Health Insurance	0	20,474	-
Medicare Contribution	29,000	11,956	41%
Other Employee Benefits	20,000	15,147	76%
Benefits allocated to Projects	(44,000)	-	-
Subtotal Benefits	\$612,000	\$392,684	
Technology	\$105,000	27,020	26%
Marketing & Communications	105,000	9,688	9%
Other Operating Expenses	132,000	161,330	122%
Legal Services	85,000	7,650	-
Employee Training	57,000	22,228	39%
Utilities	51,000	(2,766)	-5%
Memberships	31,000	28,822	93%
Unitrans Pass-Thru for Uninc Area Service	24,000	-	-
Facilities Maintenance	19,000	11,619	61%
Directors Stipends and Expenses	12,000	2,600	22%
Contingencies	150,000	-	-
Subtotal Benefits	\$771,000	\$268,191	
Total Administration Operating Expenses	\$3,186,000	\$1,508,350	

Administration Operating Revenues and Expenses

Revenues:

- Operating revenue billings including investment earnings are updated through December 2023.

Expenses:

- Salary and Benefits savings due to vacant positions: 1) Finance Associate and 2) Associate Transportation Planner. The budget assumes salary increases because of the Salary Benchmarking survey.
- Intern salaries over budget due to increased needs focused on surveying, Beeline launch and outreach work.
- Other Operating expenses overage is due to reclassing HR recruitment services expenses of \$48k.

**Yolo Transportation District
Fiscal Year 2023-2024
Budget to Actual as of January 31, 2024**

Fixed Route Services			
Operating Revenue	Budget	Actuals	%
STA/LTF	\$4,826,000	\$3,619,740	75%
FTA 5307 ARPA	3,012,000	-	-
FTA 5307 CARES	891,000	-	-
FTA 5307 Formula Funds	1,180,000	-	-
Passenger Fares	1,000,000	670,342	67%
FTA 5307/CMAQ for Route 42 Expansion	405,000	-	-
FTA/SacRT 5307 Causeway Connection	285,000	-	-
UC Davis Funds for Causeway Connection	285,000	212,843	75%
STA-SGR State of Good Repair Funds	212,000	-	-
Total Fixed Route Operating Revenues	\$ 12,096,000	\$4,502,925	
Operating Expenses			
Contracted Transportation	\$9,258,000	4,880,120	53%
Fuel	1,032,000	576,426	56%
Insurance	776,000	468,341	60%
Vehicle Maintenance	-	61,145	
Technology	260,000	22,018	8%
Utilities	230,000	112,866	49%
Facilities Maintenance	50,000	36,451	73%
Marketing & Communications	45,000	-	-
Electric Vehicle Charging	33,000	13,749	42%
Other Operating Expenses	-	36,804	-
Capital Expenses	-	350,239	
Contingencies	150,000	-	-
Total Fixed Route Operating Expenses	\$ 11,834,000	\$ 6,558,158	

Fixed Route Operating Revenues and Expenses

Revenues:

- Passenger Fares reflect revenues through December. Staff are in the process of reconciling and recording revenues for January 2024. Staff is working with grant agencies to review funding awards and prepare drawdowns for FY 2023-2024 operating and capital expenses.

Expenses:

- Contracted Transportation Service reflects expenses through January 2024.
- Capital Revenue Vehicle Expenses include CNG Bus engine re-builds and the Relocation Woodland Transit Center.

**Yolo Transportation District
Fiscal Year 2023-2024
Budget to Actual as of January 31, 2024**

Microtransit (Beeline) Services

Operating Revenue	Budget	Actuals	%
STA/LTF	\$842,000	\$631,548	75%
FTA 5307 Formula Funds	243,000	-	-
FTA/Caltrans 5311 Rural Formula Funds	224,000	-	-
STA-SGR State of Good Repair Funds	25,000	-	-
Passenger Fares	25,000	1,717	7%
FTA/Caltrans 5311 CRRSAA	-	-	-
Total Microtransit Operating Revenues	\$1,359,000	\$633,265	
Operating Expenses			
Contracted Transportation - Woodland	\$588,000	321,828	55%
Contracted Transportation - Winters	169,000	84,665	50%
Contracted Transportation - Knights Landing	134,000	78,438	59%
Technology	231,000	45,519	20%
Insurance	137,000	83,125	61%
Fuel	65,000	26,933	41%
Vehicle Maintenance	25,000	19,000	76%
Capital Expenses	-	1,361,807	-
Contingencies	10,000	-	-
Total Microtransit Operating Expenses	\$1,359,000	2,021,315	

Microtransit (Beeline) Operating Revenues and Expenses

Revenues:

- Passenger Fares reflect revenues through December 2023. Staff are in the process of reconciling and recording revenues for January 2024. Vehicle purchases were approved using FTA 5307 UZA funding and Fund Balance/State Transit Assistance. FTA 5307 revenue is pending a claim submission. Fund balance/STA funds reserves will be decreased.

Expenses:

- Contracted Transportation Service reflects expenses through January 2024.
- Capital Revenue Vehicles expenses include the purchase of eight (8) Microtransit vehicles, bicycle racks, wraps, communication, and technology expenses. No new capital expenses in Quarter 2.

**Yolo Transportation District
Fiscal Year 2023-2024
Budget to Actual as of January 31, 2024**

Paratransit Services			
Operating Revenue	Budget	Actuals	%
STA/LTF	\$1,913,000	\$1,434,750	75%
FTA 5307 Formula Funds	842,000	-	-
Passenger Fares	145,000	76,240	53%
Cache Creek Mitigation	80,000	-	-
STA-SGR State of Good Repair Funds	65,000	-	-
Organization-Paid Fares	5,000	-	-
Total Paratransit Operating Revenues	\$3,050,000	\$1,510,990	
Operating Expenses			
Contracted Transportation	\$2,504,000	1,041,634.11	42%
Fuel	224,000	63,209	28%
Insurance	206,000	124,350	60%
Vehicle Maintenance	65,000	-	-
Technology	41,000	-	-
Capital Expenses	-	7,747	-
Other Operating expenses	-	2,037	-
Contingencies	10,000	-	-
Total Paratransit Operating Expenses	\$3,050,000	\$1,238,978	

Paratransit Operating Revenues and Expenses

Revenues:

- Passenger Fares reflect revenues through December 2023. Staff are in the process of reconciling and recording revenues for January 2024

Expenses:

- Contracted Transportation service reflects expenses January 2024. Invoices for February services in workflow.

Yolo Transportation District
Fiscal Year 2023-2024
Budget to Actuals as of January 31, 2024
Capital and Planning Projects

Project #	Type	Multi-year Capital and Planning Projects	FY 22-23 Carryforward	FY 23-24 Budget	Total Budget	Year to Date Actuals	Actual as a % of Total
FR-01	Capital	Electric Buses - Multi-year Reserve for Future Purchases	\$ 880,000	\$ 463,000	\$ 1,343,000	-	-
FR-02	Capital	Re-Tanking Nine (9) CNG Buses	675,000	-	675,000	\$ 495,850	73%
FR-03	Planning	Fixed Route Planning Efforts	500,000	-	500,000	-	-
FR-04	Capital	General Transit Feed Specification (GTFS) Enhancements	520,000	-	520,000	-	-
FR-05	Capital	Automatic Passenger Counters (APCs)	420,000	-	420,000	-	-
FR-09	Capital	Bus Washer/Water Recycler Replacement	673,581	-	673,581	-	-
FR-10	Capital	Two Replacement 40' CNG Buses	-	1,600,000	1,600,000	-	-
FR-11	Planning	Downtown Woodland Transit Center	-	150,000	150,000	28,090	19%
MM-01	Planning	Yolo Active Transportation Corridors	850,000	350,000	1,200,000	156,476	13%
MM-02	Planning	80 Managed Lanes Advisory, Legal & Technical Services	50,000	-	50,000	173,798	11%
MM-03		Tolling Authority	-	2,000,000	2,000,000	56,733	
R2022-14 R2022-23	Capital	Purchase Eight (8) Microtransit Vehicles	1,376,646	-	1,376,646	1,024,065	74%
Total, Capital and Planning Project Budget			\$ 5,945,227	\$ 4,563,000	\$ 10,508,227	\$ 1,935,012	

Yolo Transportation District
Fiscal Year 2023-2024
Status as of January 31, 2024
Capital and Planning Projects

Project #	Type	Multiyear Capital and Planning Projects	Phase	Status
FR-01	Capital	Electric Buses - Multi-year Reserve for Future Purchases	In Progress	<p>In November 2023, the District received an LCTOP allocation of \$462,838 to fund the Zero-Emission Fleet plan.</p> <p>The LCTOP Call for projects opens end of march 2024. The plan will be to use the Current Allocation plus the next two additional allocation cycles to procure two electric buses and charging infrastructure.</p>
FR-02	Capital	Re-Tanking Nine (9) CNG Buses	In Progress	Complete Coach Works began work in FY22-23 and completed in early FY23-24. Project may result in budget savings of \$179,150.
FR-03	Planning	Fixed Route Planning Efforts	Implementation	<p>In October 2021, the Board approved FR service restoration. Woodland FR 211 and 212 AM/PM service restoration will begin in January 2024.</p> <p>Routes 211 and 212 were restored in January 2024 as scheduled, adding three (3) additional trips per route.</p>
FR-04	Capital	General Transit Feed Specification (GTFS) Enhancements	Pending	Pending review of total cost estimates with potential project savings.
FR-05	Capital	Automatic Passenger Counters (APCs)	Contract Awarded	In November 2024, the Board approved the Tripspark contract that included the APC's, GFI system upgrade and new headsigns on all FR vehicles. Contract total is \$385,000 and may result in savings of \$35,000.
FR-09	Capital	Bus Washer/Water Recycler Replacement	Pricing	<p>In June 2022, the Board approved within FY2021-23 Budget. The current bus washer is out of service.</p> <p>Staff obtained three quotes and plans to submit an RFP at the end of March 2024 for vendors to bid on construction of a new bus washer.</p>
FR-10	Capital	Two Replacement 40' CNG Buses	In Progress	<p>In November 2024, the Board approved the consolidation of SGR funding to procure one (1) additional CNG bus previously budgeted in FY22-23, for a total of three (3) CNG buses replacements.</p> <p>Staff awaits the purchase order from Gillig, LLC with expected procurement to occur in March 2024.</p>

FY23-24 Capital Projects Q2 2

Capital and Planning Projects – Continued

FR-11	Planning	Downtown Woodland Transit Center	In Progress	<p>In April 2023, the Board approved the Kimley-Horn contract for consulting in the amount of \$73,000.</p> <p>There is \$2,000 left on the contract, and Kimley-Horn still needs to finalize a planning specification and a final report. Staff will issue a purchase order once we receive an updated budget review from Kimley-Horn.</p>
MM-01	Planning	Yolo Active Transportation Corridors	In Progress	<p>In July 2023, the Board approved the Fehr & Peers contract for consulting in the amount of \$559,710.</p> <p>Staff is primarily focused on Phase 1 Outreach, which involves conducting in-person workshops across the County to raise awareness in unincorporated communities like Clarksburg, Knights Landing, and Esparto.</p>
MM-02	Planning	80 Managed Lanes Advisory, Legal & Technical Services	In Progress	<p>In October 2022, the Board approved the WSP USA Inc. contract for consulting services in the amount of \$150,000.</p> <p>WSP has completed the task order for advisory & technical services related to the original \$150,000 budget. Their current work is now focused on the tolling authority project MM-03.</p> <p>Law Offices of Kirk Trost continues to provide critical legal assistance with respect to establishing the Capital Area Regional Tolling Authority (CARTA) joint powers authority, the Yolo 80 Managed Lanes environmental review process, and AB 194 tolling application process.</p>
MM-03		Tolling Authority	In Progress	<p>In November 2023, the Board approved an amendment of the WSP USA Inc. contract in the amount of \$537,100, a combined total of \$647,100. Applications and the Concept of Operations report expected completion in Spring 2024.</p> <p>WSP continues to assist in development of the Yolo 80 Managed Lanes tolling application, Concept of Operations, and other related tasks.</p>
R2022-14 R2022-23	Capital	Purchase Eight (8) Microtransit Vehicles and outfitting costs	Completed	<p>In FY22-23, the Board approved the purchase of eight (8) MT vehicles. The vehicles were paid for and placed into service in early FY23-24. YoloBus's New Beeline Service was launched in September 2023. Anticipated savings \$352,000</p>

FY23-24 Capital Projects Q2 3

BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Adopt Resolution 2024-003 Authorizing the Executive Director to sign Caltrans Master Agreement	Agenda Item #: Agenda Type:	4c Deliberation/Action
		Attachments <u>Yes</u> No
Prepared by: B. Abbanat	Approved by:	Meeting Date: March 11, 2024

RECOMMENDATION:

Approve the attached Resolution authorizing the Executive Director to execute the Master Agreement and all Program Supplements for State-Funded Transit Projects and any amendments with the California State Department of Transportation.

REASON FOR RECOMMENDATION:

A new revised resolution needs to be adopted every ten (10) years so that a Master Agreement may be executed.

BACKGROUND:

A copy of each adopted resolution becomes part of the Master Agreement that must be filed with the California Department of Transportation every ten years. This agreement allows us to comply with CTC regulations and be in line for funding.

BUDGET IMPACT:

Current CTC projects include ITS upgrades, bus stop improvements, maintenance facility equipment purchases and a portion of the funding for the rehabilitation and repowering of the CNG buses.

ATTACHMENTS

1. Resolution
2. Master Agreement

**YOLO COUNTY TRANSPORTATION DISTRICT
RESOLUTION NO. 2024-003**

**RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT AND PROGRAM
SUPPLEMENTS FOR STATE FUNDED TRANSIT PROJECTS**

WHEREAS, Yolo County Transportation District may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

WHEREAS, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, Yolo County Transportation District wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Yolo County Transportation District, that the funds recipient agrees to comply with all conditions and requirements set forth in this agreement and applicable statutes, regulations and guidelines for all state-funded transit projects.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the Master Agreement and all Program Supplements for State-Funded Transit Projects and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, this 11th day of March 2024, as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Heather Cioffi, Clerk
Board of Directors

By _____
Kimberly Hood, District Counsel

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT
FEDERAL-AID PROJECTS

03 Yolo County Transportation District

District Administering Agency

Agreement No. 03-6195F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between Yolo County Transportation District, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification

Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide

design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS''&'E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the

PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM

SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits "&" Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach

this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.
5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.
9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that

PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Yolo County Transportation District

By_____

By_____

Chief, Office of Project Management
Oversight
Division of Local Assistance

Yolo County Transportation District
Representative Name & Title
(Authorized Governing Body
Representative)

Date_____

Date_____

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

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

5. Remedies for Willful Violation:

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

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by

ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title

49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

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

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

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

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility

and facilities operated in connection therewith.

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

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

Appendix C;

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

Appendix D;

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

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

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

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

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

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

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

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

APPENDIX A TO EXHIBIT B

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

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

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

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

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

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

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

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

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect

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

APPENDIX B TO EXHIBIT B

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

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

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

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the

Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

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

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

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

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

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

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

(Include in deeds)*

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

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

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

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

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

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

(Include in deeds)*

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

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

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Approve the Proposed Service Plan for Expansion of BeeLine Service to Community of Yolo	Agenda Item#:	5
	Agenda Type:	Action
		Attachments: Yes No
Prepared By: D. Romero and K. Barrientos		Meeting Date: March 11, 2024

RECOMMENDATION:

Approve the proposed service plan for the expansion of microtransit into the unincorporated community of Yolo, including hours of operation and zone boundaries, with a start date of Monday, April 1, 2024.

BACKGROUND:

Introduction

BeeLine is YoloTD's on-demand microtransit service that currently provides service to three zones: Knights Landing, Winters, and Woodland. Unlike fixed route services, BeeLine allows riders to schedule point-to-point on-demand trips and connections to various YoloTD services through an app, phone, and website.

Formerly, Yolobus operated Route 217 and provided service between Dunnigan, Zamora, Yolo, and Woodland with one round trip in the morning and one round trip in the evening on Tuesday and Thursday only. Due to the disruptions caused by the COVID-19 pandemic, Route 217 was suspended in March 2020 and subsequently discontinued in 2021. The route was replaced in Knights Landing by a microtransit service. Service has never been restored to Yolo, Dunnigan and Zamora.

Yolo County District 5 Supervisor Angel Barajas, whose district includes Knights Landing, Yolo, Dunnigan, and Zamora, reached out to YoloTD staff in June 2023 to discuss the potential for expanding BeeLine service to Yolo, Dunnigan and Zamora. We shared this feedback with the YoloTD Board of Directors at our July 2023 Board meeting and received direction to explore the concept of expanding the Knights Landing service area to include Yolo.

In January-February 2024, YoloTD staff engaged in an outreach effort with public stakeholders in Yolo. The first objective was to educate the community on the nature of BeeLine, and secondly, to collect feedback regarding the optimal locations for BeeLine stops. We also asked our microtransit partners at RideCo to analyze the likely impact of this service change on wait times, ridership, and customer experience.

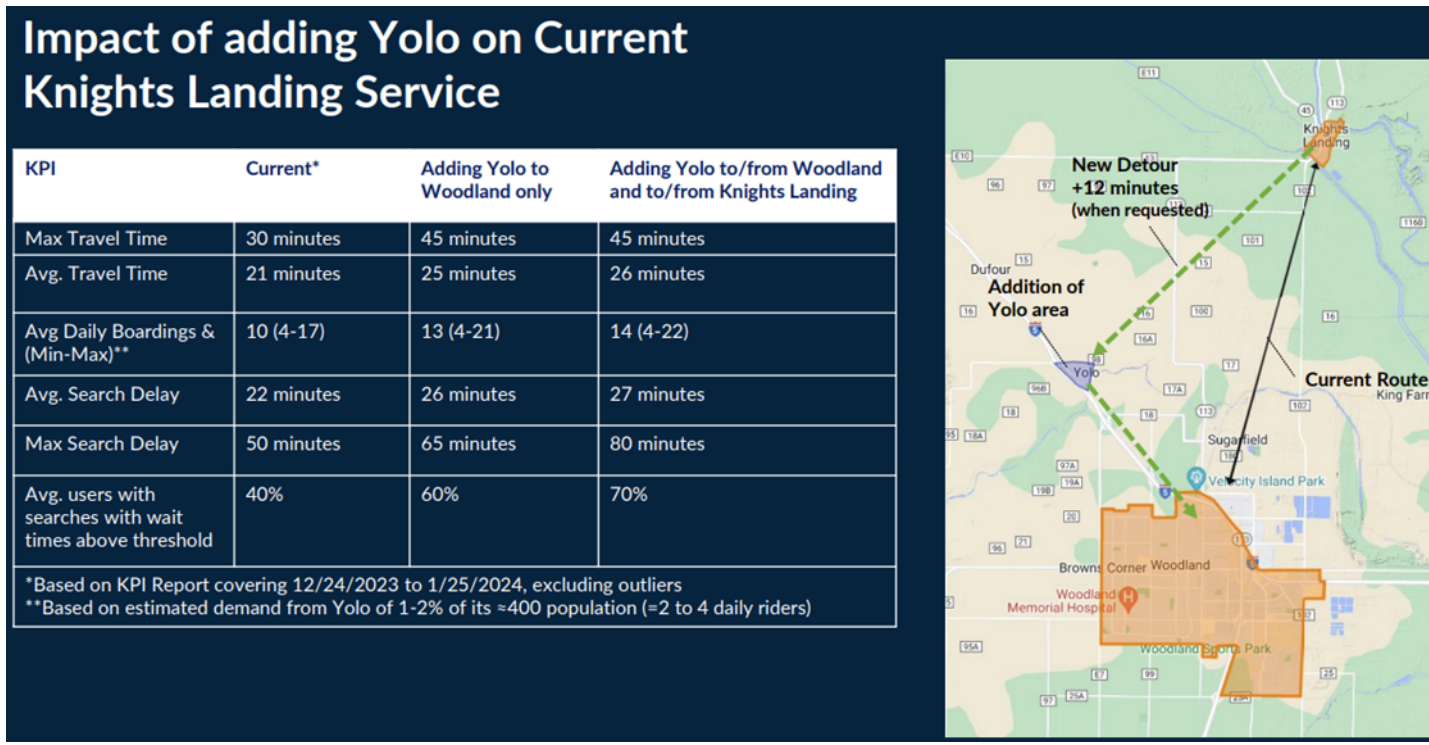
The outcomes of these efforts have led to the current proposal, which recommends the implementation of microtransit service in the unincorporated community of Yolo. This service aims to bring back transportation to Yolo, allowing for enhanced accessibility for this rural community.

Impact of Yolo Expansion on Existing Knights Landing Service:

Our recommendation is to add Yolo to the existing Knights Landing Service, allowing for trips within Yolo or to/from Woodland. Adding Yolo to the current Knights Landing service has the potential to increase the number of passengers served per day by BeeLine. However, Knights Landing riders may experience an increase in travel time with the addition of Yolo. The max travel time between Knights Landing and Woodland is 30 minutes. If the driver is scheduled to pick up a passenger in Knights Landing and Yolo before dropping both

passengers off in Woodland, the maximum travel time will increase to 45 minutes. The increase in travel time is caused by the BeeLine service having to travel an additional 12 minutes from Knights Landing to Yolo before reaching Woodland. The average travel time for all trips in the service area will increase from 21 minutes to 26 minutes. This option corresponds to the second column in the table below: “Adding Yolo to Woodland only.”

The third column in the table, “Adding Yolo to/from Woodland and to/from Knights Landing,” would also allow passengers to book trips between Yolo and Knights Landing. This option is not recommended, because it has the largest impact on travel time for riders. Although the service averages the most boardings, with 14 passengers per day, it has the longest average travel time, and the share of passengers with unacceptably longwait times would increase from 40% to 70%. In the table below, this is referred to as “Average user with searches with a wait time threshold, and means that the customer will have an extended wait time for their trip.



Community Outreach

YoloTD staff discussed BeeLine with Yolo community members and stakeholders in the town of Yolo during the Eat Well food drive in Yolo on February 20th, which had 106 attendees. On February 21st, YoloTD presented to Communicare staff (a non-profit healthcare organization in Yolo County) to provide an overview of ongoing projects (YATC and BeeLine). We asked Communicare staff for their input because some of their clients live in rural communities and rely on transportation to access healthcare facilities spread throughout Yolo County.

Proposed Stop Locations

A key focus of our outreach to Yolo residents and Communicare staff was where stops should be located within Yolo. We chose five potential BeeLine stop locations, based on accessibility, proximity to key destinations, operational needs, and overall comfort for riders. Each participant was asked to vote for at least one preferred stop location or up to their top three choices. The stop locations were the Yolo Branch Library, Cache Creek High School, Yolo Post Office, JTS Cabinets, and the residential neighborhood of 5th St at Sacramento. The Yolo Branch Library was the preferred location, with 65 votes. The library is located near key destinations, making it easily accessible, the benches outside the library allow for comfortable seating, and the library can provide shelter while riders wait for the BeeLine to arrive. To evenly distribute the stops on each side of town, the 5th St. at Sacramento Ave. stop location is recommended to capture residents on the West side of town. Although JTS Cabinets received more votes, 5th St. at Sacramento Avenue is located at a four-way intersection,

making it easily accessible to those living in the residential neighborhood. The sidewalk is wider than JTS Cabinets and allows the BeeLine to safely deploy the ramp for wheelchair passengers and, there is a light pole at the intersections that allows for increased comfort and safety while passengers wait for the BeeLine.

Yolo Microtransit Potential Stops and Zone Map:



Yolo Stop Location Votes			
Stop Name	Yolo Eat Well Food Drive 2/20	Communicare 2/21	Total
Yolo Branch Library	53	12	65
Cache Creek High School	28	9	37
Yolo Post Office	26	4	30
JTS Cabinets	20	0	20
5 th St at Sacramento	11	6	17

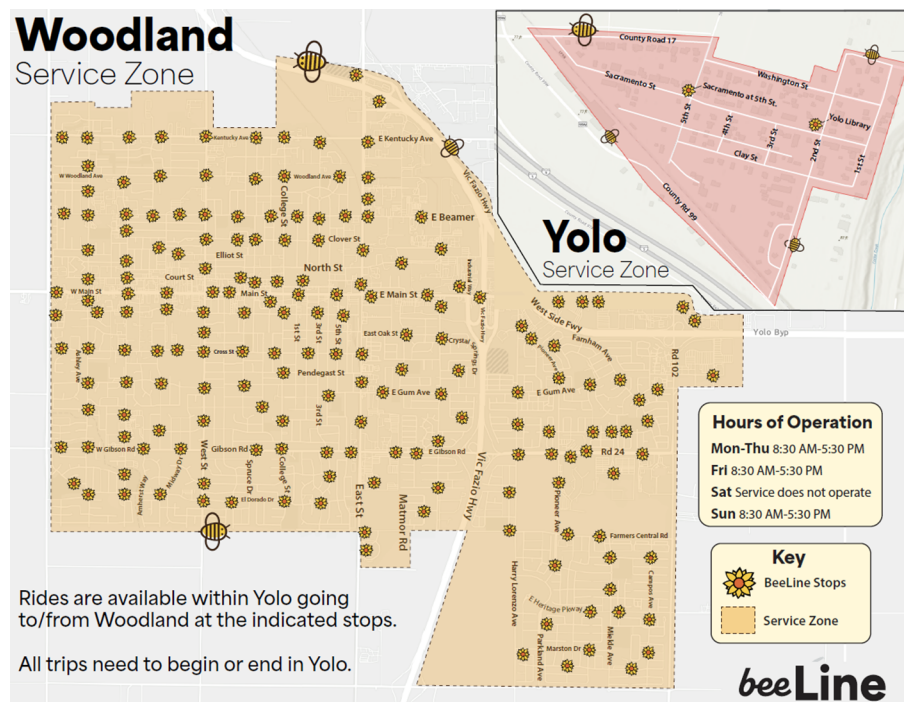
Proposed Service:

If approved by the YoloTD Board, the BeeLine expansion into Yolo will be incorporated into the Knights Landing microtransit service, operating on the same service days, Monday-Friday and Sunday, and hours, 8:30 AM-5:30 PM. Yolo trips could only be scheduled within Yolo or to/from Woodland. Knights Landing trips could only be scheduled within Knights Landing or to/from Woodland. Trips would not allowed between Yolo and Knights Landing .

Yolo Service	
Hours of Operation	<ul style="list-style-type: none"> Monday-Thursday: 8:30 AM – 5:30 PM Friday: 8:30 AM – 5:30 PM Saturday: Service does not operate. Sunday: 8:30 AM – 5:30 PM
Number of vehicles operating during service	<ul style="list-style-type: none"> One

Cost/budget	<ul style="list-style-type: none"> • Total Hours: 2,964 (Same cost as the Knights Landing service. No additional costs were added) • Estimated Cost \$134,000 (Same cost as the Knights Landing service. No additional costs were added)
Fare	<ul style="list-style-type: none"> • Regular: \$2 • Discounted: \$1.50

Yolo Microtransit Zone Map:



Budget Impact:

None. Funds are already included in the FY 2023-2024 budget under section 1.3 Microtransit Annual Operating Budget.

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

Topic: FY 24-25 Work Plan and Budget Process	Agenda Item#: Agenda Type:	6 Action
		Attachments: <div><div>Yes</div>No</div>
Prepared By: A. Bernstein		Meeting Date: March 11, 2024

RECOMMENDATION:

Provide feedback to staff on the upcoming FY 24-25 budget and workplan development process.

BACKGROUND

Annual Budget Process

YoloTD's annual budget is a foundational document. It defines our administrative, operating and capital project expenses and revenues for the fiscal year. Our budget process is also important to our member jurisdictions, who rely on excess state revenues that are not needed by YoloTD.

YoloTD's financial position is currently strong. However, with the rise of remote/hybrid work and the expiration of one-time COVID relief funds, the transit sector as a whole faces long-term structural challenges. During the FY 23-24 budget process, several member jurisdictions expressed concerns about YoloTD's budget process, citing these long-term structural issues.

YoloTD's transit operations funds rely on two major sources: federal and state formula funds. The federal formula funds can only be used for transit, along with one category of state funds (State Transit Assistance, or STA).

A second category of state funds, which come from the Transportation Development Act (TDA), are flexible and can be allocated to YoloTD member jurisdictions for non-transit purposes if there are no "Unmet Transit Needs." Currently, about 50% of TDA funds allocated to Yolo County are not needed for transit and are therefore redirected to Davis, West Sacramento, Winters, Woodland and Yolo County, where they are used for a wide variety of transportation-related needs.

In 2024, California lawmakers passed SB 125, which provides a one-time, five-year infusion of flexible transit funding to prevent service cuts. Those funds are administered in our region by SACOG. Concurrently, the legislation established new reporting requirements for transit agencies and a 'Transit Transformation Task Force' to develop recommendations for stabilizing transit funding. It is not yet clear how much of this funding will be available to YoloTD for transit operations and capital projects.

Here is the annual budget process we've followed for the last two years:

** Items denoted with an asterisk are mandated by our by-laws*

Mid-March (exact timing varies): SACOG issues preliminary TDA apportionment findings

By April 30: YoloTD shares draft budget with member jurisdictions, including City Managers*

April – May: Technical Advisory Committee (TAC) meeting to review and get feedback on draft budget.

April – May: Citizens Advisory Committee (CAC) meeting to review and get feedback on draft budget.

By May 30: Member jurisdictions propose changes, in writing, to YoloTD.*

By June 30: Board adopts at least a preliminary budget. Any requested changes from member jurisdictions are presented to the Board.*

By August 30: Board adopts a final budget no later than this date.*

Concerns we've heard from member jurisdictions on our budget process:

- ***YoloTD should meet with the City Managers (and the County Administrator) to discuss the YoloTD budget. The Technical Advisory Committee may not be the appropriate venue to provide feedback on the budget.***

YoloTD staff response: YoloTD staff welcomes feedback from the City Managers as well as the members of the Technical Advisory Committee. Every spring we host a budget-focused TAC meeting in April or early May.

As defined in YoloTD's by-laws, the TAC is "composed of the public works directors and community development directors, or their respective designees, of each member jurisdiction as well as one representative of the Yolo-Solano Air Quality Management District, one representative of Caltrans, one representative of SACOG, one representative of each from Unitrans and YoloBus, and any other public members as selected by the District Board. This committee shall be an advisory committee to the Board on technical matters related to specified transportation activities of the District as determined by the Board."

The TAC meetings are subject to the Brown Act, are publicly-noticed and open to all who wish to participate. While the City Managers are always welcome to attend TAC meetings and several of them occasionally do attend, one option is to explicitly invite the City Managers to attend the budget-focused TAC meeting, and work with their staff to find a meeting time that works for many, if not all, of the City Managers who express interest.

Last year, in response to concerns raised by TAC members, YoloTD staff had one-on-one meetings with several cities, including City Managers, after the TAC meeting.

Additionally, at the suggestion of one City Manager, in June 2023 Executive Director Autumn Bernstein reached out to all the City Managers, plus the County Administrator, to schedule a group meeting. It was a challenge to align all the calendars, so the meeting didn't happen until September 20, 2023 – well after any changes to the FY 23-24 budget were possible.

It was during this meeting that the City Managers expressed their concerns about the budget process, the long-term financial forecast, and the impact it may have on the cities' shares of TDA revenue.

- ***The jurisdictions would prefer to receive the draft budget sooner than April 30.***

YoloTD staff response: We understand the desire to have the budget sooner, as the TDA funds not used by YoloTD are an important input to the cities' budgets. However, the timing of the budget is constrained by the timing of SACOG's TDA apportionment in mid-March, which in turn relies upon fund estimates from the State of California. The TDA apportionment is the largest single source of funding for transit operations and therefore it is difficult for YoloTD to build a budget until we have the apportionments from SACOG.

Last year, we shared preliminary draft sections of the budget with TAC members on April 10, a full three weeks ahead of the deadline in our by-laws. The sections we shared are those which most directly impact TDA allocations. This was done in an effort to give the cities an advance preview of the information most relevant to their budgets, while ensuring we had sufficient time to develop YoloTD's

full budget.

Annual Workplan

YoloTD's by-laws do not specify that the organization shall prepare an annual workplan. However, many transportation planning organizations in California are required to prepare an annual workplan, and it is considered a best practice for most agencies.

For the last two years, YoloTD staff have presented a one-year workplan to the Board for approval in the October-November timeframe. This timing was incidental: Autumn Bernstein assumed the role of Executive Director in September 2021, and the Board Chair requested that she bring a workplan to the Board as soon as possible.

However, the best practice is for the workplan to be on the same timeline as the budget, so they are internally consistent. At the July 2023 Board Meeting, YoloTD staff presented a status report on the status of the workplan and recommended that the one-year workplan be developed concurrently with the FY 24-25 budget. The Board feedback supported that view, and staff postponed development of an updated one-year workplan until now.

Proposed Process for FY 24-25 Workplan and Budget

Staff proposes the following process for developing and preparing a combined FY 24-25 Workplan and Budget.

March 21 (estimate): Receive TDA Apportionment from SACOG

April 19: Staff releases public draft workplan + TDA-focused sections of budget

April 30: CAC reviews draft workplan + TDA-focused sections of budget

April 30: Staff shares full draft of workplan + budget with City Managers

Early-Mid May (Exact timing TBD): TAC + City Managers meet to review draft workplan + budget

May 13: Board informational discussion on draft workplan + budget

May 30: City Managers share requested changes in writing with YoloTD by this date

June 10: Board approves (at least) provisional budget + workplan

- *Any changes requested by City Managers are presented to the Board at this meeting*

July 8 - If needed: Board approves final budget + workplan

Attachments:

1. YoloTD By-Laws (Except)

Article X: Budget Process

- A. For each fiscal year (July 1 to June 30), the Board shall adopt a District budget for capital and operating expenses, as well as capital and operating revenues. Each member jurisdiction shall be financially responsible for its share of obligations incurred by the District on the member jurisdiction's behalf.
- B. The Executive Director shall introduce a proposed budget by April 30 of each year. Copies of this proposed budget shall be provided to the administrative head of each member jurisdiction for review. Any requests for changes in that proposed budget shall be presented in writing to the Executive Director no later than May 30.
- C. All requests for changes in the proposed budget submitted by member jurisdictions shall be presented to the Board. The Board shall adopt at least a preliminary budget by June 30 which shall serve as the tentative District budget pending adoption of a final budget. A final budget shall be adopted no later than August 30 of each year.
- D. In the event that any member jurisdiction disputes the expenses and revenues set forth in a proposed, preliminary or final budget, then the Chair shall appoint an ad hoc committee of Board members and the Executive Director to meet with the administrative head, or designee, of the disputing member jurisdiction in an effort to resolve the dispute. This committee shall report back to the Board at the Board's next meeting. If the dispute remains unresolved following the meeting between the committee and the administrative head, or designee, and following Board consideration of the committee report, then the decision of the Board shall be final.

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

Topic: Yolo 80 Managed Lanes Project Update	Agenda Item#: Agenda Type:	7d Informational
		Attachments: Yes No
Prepared By: B. Abbanat		Meeting Date: March 11, 2024

RECOMMENDATION:

Informational.

BACKGROUND:

Note: This staff report reflects an update on significant Yolo 80 Managed Lanes project activities. Staff reports dating to the project's inception can be found on the YoloTD website:

Yolotd.org → Planning & Projects → Freeways & Roads

Key Activities since February 2024 Board meeting

The most significant activities occurring since February include 1) the first Capital Area Regional Tolling Authority (CARTA) Board meeting, 2) Caltrans District 3 response to Yolo 80 Managed Lanes Environmental Impact Report comments, and 3) Continued development of the CARTA tolling application to CTC for the Yolo 80 Managed Lanes project.

1. 2/15/2023 CARTA Board Meeting

Recall, CARTA was established via Board actions from the Sacramento Area Council of Governments (SACOG) and YoloTD at their respective January Board meetings. CARTA composition consists of five voting Board members, including one voting position for Caltrans District 3. Four non-voting members also serve on the CARTA Board. The below table describes the Board composition:

Board Member	Jurisdiction Represented	CARTA Representation	Appointing Body
Dr. Dawnté Early, Councilmember	City of West Sacramento (District 3)	YoloTD	YoloTD
Josh Chapman, Mayor	City of Davis (District 5)		
Oscar Villegas, Supervisor	Yolo County (District 1)	Yolo County	SACOG
Patrick Kennedy, Supervisor	Sacramento County (District 2)	SACOG At-Large	
Sergio Aceves, Acting Director	Caltrans District 3	Caltrans	Caltrans
Matt Click, Executive Director	Placer County Transportation Planning Association	PCTPA (non-voting)	PCTPA
Woodrow Deloria, Executive Director	El Dorado County Transportation Commission	EDCTC (non-voting)	EDCTC
Eric Guerra, Councilmember	City of Sacramento	Sacramento County (non-voting)	Sacramento Transportation Authority (STA)

CARTA is staffed in the interim by SACOG until the CARTA Board determines a more permanent organizational structure. At the first Board meeting on February 15th: CARTA took the following actions:

- Elected Chair / Vice Chair / Secretary (Oscar Villegas / Dr. Dawnté Early / James Corless)

- Adopted bylaws
- Approved 2024 CARTA meeting schedule
- Approved submittal of Yolo 80 Toll Facility Application on behalf of CARTA

Additional information can be found at the CARTA website:

<https://www.captollauthority.org/>

2. Caltrans District 3 Response to Yolo 80 Managed Lanes EIR Comments

Caltrans has received several hundred comments on the Yolo 80 Managed Lanes EIR and is working to provide responses. As a result, the posting dates for the EIR Notice of Determination and final EIR (FEIR) have shifted from early March to late March.

3. Yolo 80 Managed Lanes Tolling Authority Application

YoloTD, SACOG, Caltrans District 3, and consultants WSP continue coordinating on completing the CARTA toll facility application for submittal to the CTC.

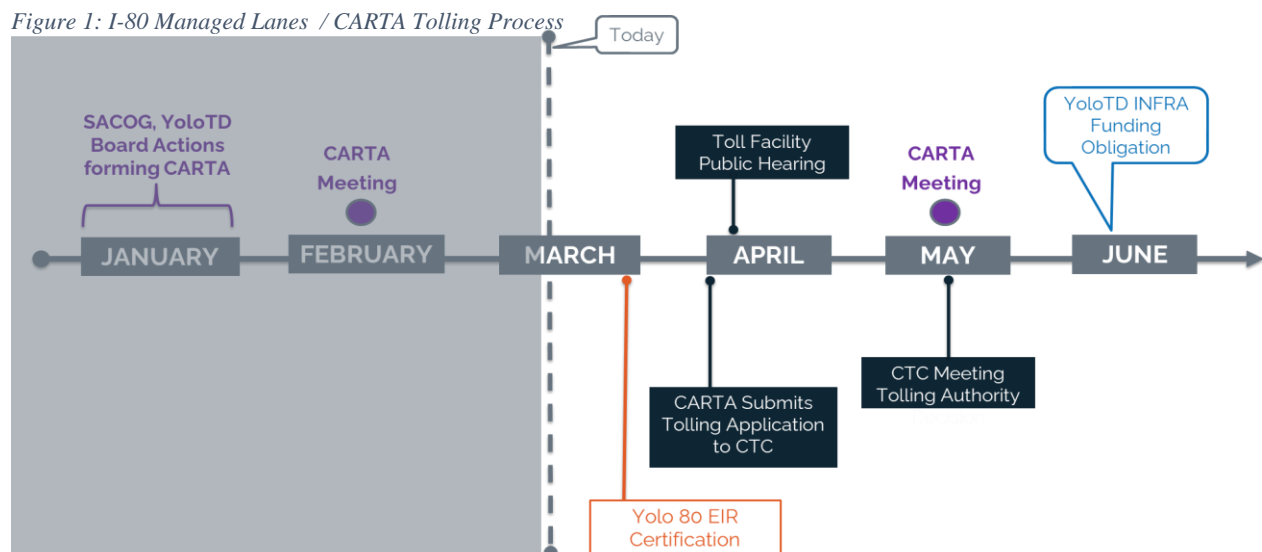
4. FHWA Approves Project Term Sheet

The \$86 million project funding is administered by the Federal Highways Administration (FHWA). An FHWA requirement is an approved term sheet finalizing project scope, schedule, and budget assumptions along with any proposed scope of work changes. YoloTD and Caltrans have been coordinating with FHWA staff regarding our intent to change the scope of work from carpool lanes – which reflected the original grant application – to tolled managed lanes (High Occupancy Toll 3+). The project also needed FHWA approval to reduce the project’s lane miles (for Phase 1) due to the cost difference between carpool lanes and HOT 3+ lanes. In late February, the project team learned that FHWA approved the requested scope changes.

5. TCEP Grant Resubmittal

Caltrans District 3 is finalizing a revised grant application to the CTC’s Trade Corridors Enhancement Program (TCEP) to fully fund Phase 1 construction. Staff expect the CTC to agendize actions related to this request in March and May.

Figure1, below illustrates forthcoming significant milestones to complete the tolling authority process.



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

Topic: Long-range Calendar	Agenda Item#: Agenda Type:	8e Informational	
		Attachments:	Yes <input type="radio"/> No <input checked="" type="radio"/>
Prepared By: A. Bernstein		Meeting Date: March 11, 2024	

RECOMMENDATION:

The following agenda items are tentatively scheduled for upcoming meetings of the YoloTD Board of Directors.

Long Range Calendar Agenda Items**April**

- Woodland Transit Center Relocation
- CNG Bus Procurement Authorization
- Yolo County Climate Action Plan-*tentative*
- FY 22-23 Financial Report-Audited
- Short Range Transit Plan Consultant Agreement
- Remove One Associate Planner FTE and Add One Senior Planner FTE in FY 23/24 Budget Staff
- Possible Action on Salary Survey and Changes to Personnel Policy

May

- Draft Workplan FY 24-25
- UC Davis Sustainable Campus Transportation Plan Professional Services Agreement, UC Davis / YoloTD Subrecipient Agreement
- Yolo Active Transportation Corridors (YATC) Update
- Updates to ADA Policy, Rider Information, Application and Service Changes

June

- Yolo 80 Managed Lanes FHWA Funding Obligation