



BOARD OF DIRECTORS MEETING AGENDA JUNE 10, 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 public who wish to participate remotely may use the zoom link or phone number below.

IN-PERSON INFORMATION

Meeting Date: June 10, 2024
Meeting Time: 6:00 PM
Meeting Place: Yolo Transportation District Board Room
350 Industrial Way
Woodland CA 95776

ZOOM INFORMATION

Link: <https://us06web.zoom.us/j/87969227172?pwd=hIaEqV4cjgNVfdOT80mRulUABYbc3v.1>
Phone Number: (669) 444-9171
Meeting ID: 879 6922 7172
Passcode: 105086

All participants will be entered into the webinar as attendees.

YoloTD offers teleconference participation in the meeting via Zoom as a courtesy to the public. If no voting members of the YoloTD Board are attending the meeting via Zoom, and a technical error or outage occurs with the Zoom feed or Zoom is otherwise disrupted for any reason, the YoloTD Board reserves the right to continue the meeting without remote access.

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 YoloTD Board.

Estimated Time		Agenda Item	Informational	Action Item
6:00 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X
6:05 PM	2.	Approve Agenda for June 10, 2024 Meeting		X
6:10 PM	3.	Comments from public regarding matters <u>on the consent calendar</u> , or <u>items NOT on the agenda</u> but within the purview of YoloTD. Please note, the Board is prohibited from discussing items not on the agenda.	X	

CONSENT CALENDAR

6:15 PM	4a.	Approve Board Minutes for Regular Meeting of May 13, 2024 <i>(Bernstein/Alley, pp 5-8)</i>		X
	4b.	Approve Resolution 2024-11 Authorizing the Executive Director to Execute Agreement with Fehr & Peers for a Sustainable Campus Transportation Plan for UC Davis <i>(Abbanat, pp 9-59)</i>		X
	4c.	Authorize the Executive Director to Negotiate a Contract with Regional Government Services (RGS) for Temporary Board Clerking Services <i>(Fadrigo pp 60-64)</i>		X
	4d.	Authorize Executive Director to Execute Contract with Regional Government Services (RGS) for Financial Advisory services <i>(Fadrigo pp 65-80)</i>		X

REGULAR CALENDAR

6:20 PM	5.	Hold Public Hearing on Revised Draft Budget for FY 2024-25 and Approve Resolution 2024-12 Adopting the Budget for Fiscal Year 2024-25 <i>(Fadrigo pp 81-116)</i>		X
6:35 PM	6.	Approve Workplan for Fiscal Year 2024-25 <i>(Bernstein pp 117-124)</i>		X
6:50 PM	7.	Administrative Reports 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	X	
7:00 PM	8.	Adjournment		X

Unless changed by the YoloTD Board, the next meeting of the Board of Directors will be July 8, 2024, at 6:00 pm at Yolo Transportation District, 350 Industrial Way, Woodland CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, June 7, 2024 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were 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.

Autumn Bernstein

Autumn Bernstein, Executive Director

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, June 10, 2024, will be provided to the YoloTD 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 the office 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 Yolo Transportation District as soon as possible and preferably at least 24 hours prior to the meeting. We may be reached at telephone number (530) 402-2819, via email at custserv@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 April 8, 2024	Agenda Item#: Agenda Type:	<h1>4a</h1> <h2>Action</h2>	
		Attachments:	<input checked="" type="radio"/> Yes
Prepared By: A. Bernstein/N. Alley (RGS)		Meeting Date: June 10, 2024	

RECOMMENDATION:

Approve Minutes for the Regular Meeting of May 13, 2024

BACKGROUND:

The Yolo Transportation District (YoloTD) Board of Directors holds regular meetings in compliance with the Brown Act and public records laws. Those meetings are recorded in minutes, which are to be retained, in perpetuity, in the YoloTD archives.

The purpose of this item is to approve minutes of the Board of Directors meeting for the historical preservation and posterity of the YoloTD Board of Directors actions for future generations to understand the valuable work considered and accomplished by YoloTD.

BUDGET IMPACTS:

There are no anticipated financial impacts.

Attachments:

1. Minutes



BOARD OF DIRECTORS MEETING MINUTES

May 13, 2024, at 6:00 p.m.
Yolo Transportation District Board Room
350 Industrial Way, Woodland, CA

1. Roll Call - Determination of Quorum

Chair Chapman called the meeting to order at 6:04 p.m.

Directors Present:

Josh Chapman, Chair, City of Davis	Dawntè Early, Vice Chair, City of West Sacramento
Jesse Loren, City of Winters	Tom Stallard, City of Woodland
Matt Dulcich, UC Davis Health, ex-officio	Sukhi Johal, Caltrans, ex-officio

Directors Absent:

Lucas Frerichs, Yolo County

Staff Present:

Autumn Bernstein, Executive Director	Kimberly Hood, Legal Counsel
Daisy Romero, Director of Transit Operations	Chas Fadrigio, Dir of Finance & Administration

2. Approval of Agenda

Motion: Director Stallard made a motion to approve the Agenda. Motion was seconded by Director Loren. The motion was approved by a 5 Yes/0 No vote.

3. Public Comments

Alan Hirsch provided written comments, which were entered into the record.

4. Consent Calendar

- 4a. Approve Board Minutes for Regular Meeting of March 11, 2024
- 4b. Approve Resolution 2024-10 Authorizing the Executive Director to Procure Three (3) CNG Gillig 40' Buses
- 4c. Approve Resolution 2024-11 Authorizing the Executive Director to Execute Agreements for a Sustainable Campus Transportation Plan for UC Davis
- 4d. Receive Fiscal Year 2023-24 Third Quarter Financial Update
- 4e. Receive Fiscal Year 2022-23 Final Audited Budget-to-Actual Update

Executive Director Bernstein noted approval of the minutes are for April 8, 2024.

Motion: Director Loren made a motion to approve the Consent Calendar Items 4a, 4b, 4d, and 4e. Motion was seconded by Vice Chair Early. The motion was approved by a 4 Yes/0 No/1 Absent (Frerichs) vote.

Regular Calendar

5. Receive Draft Workplan for Fiscal Year 2024-25

Executive Director Bernstein provided a brief presentation and fielded inquiries from the Board.

Chair Chapman called for public comment. Seeing no one come forward, he closed public comments.

Board requested real time data be collected and presented to the Board at a future meeting.

6. Receive Draft Budget for Fiscal Year 2024-25

Executive Director Bernstein and Director of Finance and Administration Fadrigio presented a robust presentation and fielded several inquiries from the Board.

Chair Chapman called for public comment. Seeing no one come forward, he closed public comments.

7. Receive Audited Financial Statements for Fiscal Year 2022-23

Director of Finance and Administration Fadrigio and Richardson & Company, LLP, Partner Brian Nash presented the Audit and fielded inquiry from the Board. Highlights from the presentation were there were four findings, 30 audit adjustments, and no unusual accounting practices.

Discussion commenced regarding steps to resolve the findings to have a clean audit next fiscal year.

Chair Chapman called for public comment. Seeing no one come forward, he closed public comments.

8. Administrative Reports

A. Board Members' Verbal Reports

There were no reports from the Directors.

B. Transdev's Verbal Report

Transdev Representative Michael Klein reported on general matters impacting the District.

C. Executive Director's Verbal Report

D. Yolo 80 Managed Lanes Project Update

E. Roof Repair and Mold Remediation Update

F. Long-Range Calendar

Executive Director Bernstein reported on general matters of the District and fielded inquiries from the Board on items 8C through 8F.

Chair Chapman called for public comment. Seeing no one come forward, he closed public comments.

9. Adjournment

Seeing no further business, Chair Chapman adjourned the meeting at 8:31 p.m.

Respectfully Submitted,

Autumn Bernstein

Autumn Bernstein, Executive Director

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

Topic: Approve Resolution 2024-11 Authorizing the Executive Director to Execute Agreement with Fehr & Peers for a Sustainable Campus Transportation Plan for UC Davis	Agenda Item#:	<h1>4b</h1> <h2>Action</h2>
	Agenda Type:	
Prepared By: B. Abbanat		Meeting Date: June 10, 2024

RECOMMENDATION:

Approve resolution authorizing the Executive Director to a Professional Services Agreement for up to \$485,000 with Fehr & Peers, the consulting firm selected by UC Davis via a competitive selection process, to develop the plan.

BACKGROUND:

Overview

In February 2023 the YoloTD Board approved a resolution authorizing staff to submit a Caltrans transportation planning grant application and execute an agreement, if awarded, on behalf of UC Davis for a UC Davis Sustainable Campus Transportation Plan. The grant application was submitted in March 2023 and awarded \$500,000 in June 2023. Work was authorized to begin on February 2, 2024. YoloTD will primarily serve as a funding pass-through to a consulting firm that will develop the plan in coordination with UC Davis, City of Davis and YoloTD.

While the YoloTD Board previously authorized the Executive Director to execute an agreement with Caltrans, this staff report recommends approving a resolution which authorizes the Executive Director to execute a Professional Services Agreement with Fehr & Peers, the most qualified consulting team selected through a competitive process. YoloTD will not directly supervise Fehr & Peers work; however, as the prime funding recipient, the agreement must be executed between the two parties. Furthermore, YoloTD is ultimately responsible for complying with Caltrans grant management requirements. Staff has and will continue to coordinate closely with UC Davis staff to ensure compliance with the grant award.

Schedule

This project expected to be complete by April 2026 and all invoices and final reports submitted by June 2026.

BUDGET IMPACTS

No direct costs accompany this action. Other financial details follow:

- YoloTD will charge up to \$15,000 as overhead to manage the administrative and financial reporting requirements.
- The remaining \$485,000 is allocated for consultant work that will be done by Fehr and Peers (Consultant). University will receive all invoices first from Consultant and review expenses and provide approval to YoloTD staff to pay the invoice.
- University has committed cost sharing/in-kind contributions on the grant in the amount of \$98,902. This includes University personnel time (in-kind) and local cash match of \$18,000 that will be spent to support the outreach activities.
- University will take the lead on completing all progress reports and will be lead point of contact with CalTrans and the consultant on the grant and coordinate all meetings.

Funding from a California Department of Transportation will cover all consultant costs and administrative costs for YoloTD to manage the grant. \$485,000 will go toward consultant work, \$15,000 for YoloTD administrative costs (3%) of the 500,000 award. UC Davis is providing matching of \$98,902 for a total project cost of \$598,902.

Attachments

- A. Resolution 2024-11
- B. Fehr & Peers Contract

YOLO COUNTY TRANSPORTATION DISTRICT

RESOLUTION NO. 2024-11

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH FEHR & PEERS FOR THE TRANSPORTATION TOMORROW: A SUSTAINABLE TRANSPORTATION PLAN FOR UC DAVIS PROJECT

WHEREAS, In February 2023 the Yolo County Transportation District (“YoloTD”) Board of Directors authorized staff to submit a California Department of Transportation (“Caltrans”) Sustainable Communities competitive transportation planning grant application on behalf of UC Davis and, if awarded, execute an agreement with Caltrans; and

WHEREAS, in June 2023 YoloTD was awarded \$500,000 in funding from Caltrans for the Sustainable Transportation Plan for UC Davis through a funding agreement signed between the YoloTD and Caltrans in February 2nd, 2024 (Grant Agreement No. 74A1450); and

WHEREAS, the parties wish to collaborate on developing a Sustainable Campus Transportation Plan (CTP) for UC Davis; and

WHEREAS, UC Davis will take the lead on completing all progress reports and serve as lead point of contact with CalTrans and the consultant on the project; and

WHEREAS, UC Davis has selected Fehr & Peers as the most qualified consulting team to assist with the CTP through a competitive selection process; and

WHEREAS, YoloTD has no unfunded financial obligations and will be reimbursed up to \$15,000 for estimated administrative expenses related to this project.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California authorizes the Executive Director to execute a Professional Services Agreement for up to \$485,000 with Fehr & Peers.

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 10th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk
Board of Directors

Approved As To Form:

Kimberly Hood, District Counsel

Attachment B: Fehr and Peers Contract

AGREEMENT

between

Yolo County Transportation District (“LOCAL AGENCY”)

and

Fehr & Peers (“CONSULTANT”)

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows: **Fehr &
Peers**

Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be **Greg Behrens**

The name of the “LOCAL AGENCY” is as follows:

Yolo County Transportation District

The Contract Administrator for LOCAL AGENCY will be Brian Abbanat

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated **(DATE)**. The approved CONSULTANT’s Cost Proposal is attached hereto **(Attachment 2)** and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT’s assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT’s assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or

direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

[Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."]

- A. CONSULTANT Services

CONSULTANT will perform the tasks in accordance with the Scope of Services attached hereto as Attachment 1.

B. Right of Way

Not Applicable to this AGREEMENT.

C. Surveys

Not Applicable to this AGREEMENT.

D. Subsurface Investigations

Not Applicable to this AGREEMENT.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in Attachment 1 of the AGREEMENT.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting, are included in the fee.

G. Checking Shop Drawings

Not Applicable to this AGREEMENT.

H. CONSULTANT Services During Construction

Not Applicable to this AGREEMENT.

I. Documentation and Schedules

CONSULTANT will document the results of the work in accordance with the deliverables identified in the Scope of Services attached hereto as Attachment 1 and the Project Schedule attached hereto as Attachment 3.

J. Deliverables and Number of Copies

CONSULTANT will furnish 5 hard copies of the Final Plan report for submittal to LOCAL AGENCY.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on June 11, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on April 30, 2026, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT'S agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$485,000. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT'S fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should

be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Brian Abbanat
Director of Planning
Yolo County Transportation District
350 Industrial Way, Woodland, CA 95776

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$485,000.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as

necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was

established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent

independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the

AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant

sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or

business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE

subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance Under
49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the

Contract.

11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business

must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in

effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, 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 CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT and results of the services to be rendered by CONSULTANT under this AGREEMENT (“Work Product”) shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY , reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT’s privileged information, as defined by law, or CONSULTANT’s personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the Work Product to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Notwithstanding any provision to the contrary, intellectual property owned or created by any third party other than CONSULTANT, CONSULTANT’s subconsultants, or LOCAL AGENCY (“Third-Party Content”), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or CONSULTANT’s subconsultants prior to or independently of any of its performance of this AGREEMENT (“Background IP”), including such Third-Party Content or Background IP that CONSULTANT may employ in its performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of LOCAL AGENCY or works made for hire under this AGREEMENT. CONSULTANT shall retain all rights, titles, and interests, including but not limited

to all ownership and intellectual property rights, in all such Background IP. CONSULTANT grants LOCAL AGENCY an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, and derive from perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for LOCAL AGENCY to utilize and enjoy CONSULTANT's services and the Work Product for their intended purposes.

- D.
- E. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- F. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).
- G. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and

disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request

returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

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

- a. Compliance with Regulations: CONSULTANT 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.
- b. Nondiscrimination: CONSULTANT, 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. CONSULTANT 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.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT 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 CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT 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.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation 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 recipient 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 the recipient and its successors forever, subject, however, to the covenants, 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 will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, 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 the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will 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 instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her 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 a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her 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 a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be 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 furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis

of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Fehr & Peers
Greg Behrens, Project Manager

555 Capitol Mall, Suite 510
Sacramento, CA 95814

LOCAL AGENCY:

Yolo County Transportation District
Brian Abbanat, Director of Planning
350 Industrial Way
Woodland, CA 95776

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

Yolo County Transportation District

Fehr & Peers

(Signature)
Autumn Bernstein

(Signature)
(Name of Signer)

Date: _____

Date: _____

A Sustainable Transportation Plan for UC Davis

SCOPE OF WORK

Overall Project Objectives

Consistent with the Caltrans Mission and Grant Program Objectives, the overall project objectives are as follows:

- Sustainability – Identify and prioritize projects that promote the use of active modes, transit, and ridesharing for travel to, from, and within the UC Davis campus, thereby reducing campus-generated vehicle miles traveled (VMT) and associated greenhouse gas (GHG) emissions.
- Preservation – Identify and prioritize projects that maximize existing UC Davis transportation infrastructure assets to accommodate planned on-campus infill development, thereby minimizing the physical footprint of the campus transportation system and its effects on the surrounding natural environment.
- Accessibility – Identify and prioritize projects that will reduce/eliminate barriers to active transportation and transit access to and from the UC Davis campus, particularly across freeway interchanges, at gateways between the UC Davis campus and the City of Davis, near on-campus transit stops, and at major on-campus activity centers.
- Safety – Utilize the Safe System approach to identify and prioritize projects that will reduce the number and severity of collisions on the UC Davis campus, particularly killed or severely injured (KSI) collisions and collisions involving vulnerable roadway users such as people walking, bicycling, and rolling. Projects will increase the separation of modes in space and/or time, reduce speed differentials between modes, and/or reduce potential kinetic energy transfer between modes.
- Innovation – Identify and prioritize projects that improve safety and operations for extremely high volumes and types of active transportation users on the UC Davis campus, including those utilizing electric micromobility devices. Identify and prioritize projects that promote the conversion to zero emission transit vehicles by local and regional transit operators. Utilize mobile device origin-destination data to better understand UC Davis affiliate travel patterns and to identify strategies to increase active transportation and transit mode split for UC Davis affiliates.
- Economy – Improve the safety and comfort of the UC Davis campus transportation system to attract the research, innovation, and future leaders that drive UC Davis' substantial contributions to the local, regional, and state economies. Improve active transportation and transit access between the UC Davis campus and local businesses in the City of Davis, including those in neighboring Downtown Davis.
- Health – Emphasize the potential for improved health outcomes via increased physical activity, resulting from a greater number of UC Davis affiliates walking, biking, or rolling for daily travel activities.
- Social Equity – Conduct extensive engagement with UC Davis affiliates, stakeholders, and partners to better understand community values with respect to transportation. Identify and prioritize projects that promote safe and comfortable active transportation and transit access to employment and higher education opportunities, particularly for low-income UC Davis students and for UC Davis affiliates who are unable to secure housing locally in Davis.

Summary of Project Tasks

Task 1: Planning Context

Project Kick-Off Meeting

The Fehr & Peers team will participate in a kick-off meeting with YoloTD and UC Davis staff to discuss key project outcomes, establish communication protocols, and review/finalize the scope of work, cost, and schedule. Fehr

& Peers anticipates that UC Davis will prepare and distribute a meeting agenda and minutes to the Fehr & Peers team, YoloTD, and UC Davis staff.

Review Background Documents

Fehr & Peers will review relevant existing planning documents including, but not limited to, the following:

- UC Davis 2018 Long Range Development Plan (LRDP)
- UC Davis 2007/2008 Physical Design Framework
- UC Davis 2009 Bicycle and Transit Network Study
- UC Davis Annual Campus Travel Survey
- UC Davis Transportation Tomorrow Technical Report
- Unitrans General Manager's Report 2022-23
- YoloTD 2021 Comprehensive Operational Analysis
- Yolo County Community Health Needs Assessment 2022-2024
- City of Davis 2014 Beyond Platinum Bicycle Action Plan
- City of Davis Local Road Safety Plan (LRSP)
- City of Davis League of American Bicyclists Report
- City of Davis Downtown Specific Plan
- Russell Boulevard Corridor Vision Plan
- Sacramento Area Council of Governments (SACOG) 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS)
- SACOG Sacramento Region Parks and Trails Strategic Development Plan
- SACOG Next Generation Transit Strategy
- Caltrans I-80 Comprehensive Multimodal Corridor Plan
- Caltrans District 3 Active Transportation Plan
- Caltrans Toward an Active California: Bicycle and Pedestrian Plan

Data Collection

Fehr & Peers will compile data related to the UC Davis main campus transportation system including, but not limited to, the following:

- Existing and planned roadway infrastructure, including the following characteristics of roadways on the UC Davis main campus:
 - Functional classification
 - Number of travel lanes
 - Posted speed limits
 - Average daily traffic (ADT) and peak hour traffic volumes
 - Intersection controls
 - Major truck routes
 - Roadway travel restrictions and gate locations
- Existing and planned active transportation infrastructure and usage, including bikeway facilities (Class I through Class IV), sidewalks, paths, and crosswalks
- Existing and planned transit services, facilities, and ridership. Fehr & Peers will request recent ridership data from relevant transit operators such as Unitrans, Solano Express, Capitol Corridor, and YoloTD.

- Collision data for reported collisions that occurred within the last 5 years (e.g., UC Berkeley Transportation Injury Mapping System (TIMS), UC Davis Fire Department, UC Davis Police Department, UC Davis Student Health & Counseling Services)
- Socioeconomic data for UC Davis campus affiliates (students, faculty, and staff) from data sources such as the US Census Bureau, CalEnviroScreen, and UC Davis AggieData
- Existing and planned land uses based on the UC Davis 2018 Long Range Development Plan and input from UC Davis staff
- Existing and planned parking supply and occupancy based on information from UC Davis Transportation Services
- UC Davis campus affiliate commute travel patterns from data sources such as the UC Davis Campus Travel Survey, the US Census Bureau Longitudinal Employer-Household Dynamics (LEHD) program, and address data provided by UC Davis
- UC Davis campus origin-destination travel patterns from the StreetLight Data dashboard prepared for UC Davis as part of a separate work effort
- Multi-modal traffic counts based on Fall 2022 or Fall 2024 data collected as part of separate work efforts
- SPIN ridership data provided by UC Davis
- Information from UC Davis regarding existing process for planning, funding, and implementing on-campus transportation improvements
- Field data collection

Safety Analysis

Fehr & Peers will conduct a systemic safety analysis of the UC Davis transportation system. Fehr & Peers will analyze reported collision data for collisions that occurred on the UC Davis campus over the past five years, including collision hot spots, modes of parties involved, primary collision factors, underlying contextual factors, and killed and severely injured (KSI) collisions. Note that because reported crash data on the UC Davis campus is limited in public resources such as TIMS, the extent of this analysis will be dependent on the quality and completeness of collision datasets provided by UC Davis.

Specific to the active transportation system, this analysis will additionally address crowding on bikeways and paths, mixing between conventional and electric micromobility devices, and mixing between active transportation users and motor vehicles (including transit vehicles). The purpose of this analysis is to identify and review high injury corridors, hot spot locations, and other potentially high-risk locations that would benefit from improvements and countermeasures identified throughout the planning process.

Travel Market Analysis

Fehr & Peers will analyze UC Davis affiliate travel and commute patterns, including an analysis of major origin-destination pairs and trip generators for internal and external trips as well as historic commute pattern trends. This analysis will quantify the number of UC Davis affiliates that travel between campus and off-campus residential locations in Yolo County, Solano County, and the greater Sacramento region. The purpose of this analysis is to better understand the existing travel characteristics of UC Davis affiliates and to assess the potential UC Davis affiliate active transportation and transit travel markets.

Level of Traffic Stress Analysis

Fehr & Peers will evaluate the Level of Traffic Stress (LTS) for people walking, bicycling, and rolling across the UC Davis campus transportation system. The LTS evaluation will be used to identify opportunities to apply best practices for creating low stress active transportation facilities in order to accommodate a wider range of active transportation users and to encourage greater use of active modes of travel.

Transit Operations Analysis

Fehr & Peers will evaluate existing transit operations on the UC Davis campus including, but not limited to, on-campus route alignments, transit delay hot spots, locations with high levels of physical mixing between transit vehicles and active transportation users, and ingress/egress at the Silo and Memorial Union Terminals. Fehr & Peers will interview Unitrans and YoloTD staff and operators to inform the transit operations analysis, including

the student drivers who operate the student-run Unitrans system. Fehr & Peers will coordinate with the City of Davis and YoloTD regarding potential UC Davis-specific considerations resulting from the on-going Short Range Transit Plans (SRTP) being prepared for each jurisdiction.

Network Gap Analysis

The Fehr & Peers team will identify missing links, quality gaps, barriers, and network density issues with the active transportation and transit networks serving the UC Davis main campus. The analysis will focus on meeting the desired origin-destination routes, ensuring that future investments serve to improve connectivity, safety, access, and comfort of UC Davis affiliates.

Gaps in the active transportation and transit network can be identified using a gap analysis framework examining various characteristics of the existing network. This framework examines the network by considering the following:

- Missing links between existing facilities
- Quality gaps identified through Level of Traffic Stress analysis or facility selection tools.
- Network density to achieve a desired access grid size
- Detour review to evaluate route directness

Vehicle Miles Traveled (VMT) Analysis

Fehr & Peers will estimate the total vehicle miles traveled (VMT) generated by the UC Davis campus during a typical weekday using the SACOG SACSIM19 travel demand model. The analysis will aggregate campus-generated VMT by internal-internal, and internal-external/external-internal trips.

Community Equity Analysis

Fehr & Peers will identify areas of need for active transportation, transit, and safety improvements to enhance access, mobility, and safety for the most vulnerable users and underserved members of the UC Davis campus community. The community equity analysis will be used to prioritize projects to create more equitable access to active transportation and transit for travel to, from, and within the UC Davis campus.

Documentation

Fehr & Peers will create a Planning Context summary report describing the background document review, data collection, and analyses described throughout Task 1. The report will highlight opportunities and barriers related to transportation access, mobility, and safety on the UC Davis campus, particularly those for people walking, bicycling, and riding transit and for vulnerable users. The summary report will include exhibits, tables, and charts to accompany the report narrative.

Fehr & Peers will prepare a Draft report for review by UC Davis staff. Fehr & Peers will prepare a Final report after receiving one set of consolidated comments on the Draft report.

Project Management

Fehr & Peers will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 1. Fehr & Peers anticipates that UC Davis will prepare and distribute meeting agendas and minutes. Fehr & Peers will coordinate with UC Davis in advance regarding potential agenda topics.

Fehr & Peers will submit invoices and progress reports on a monthly basis throughout Task 1.

Task Deliverables
Draft and Final Planning Context summary reports
Monthly invoices and progress reports

Task 2: Community & Stakeholder Engagement

Community and Stakeholder Engagement Plan

The Fehr & Peers team will prepare a comprehensive community and stakeholder engagement plan to guide activities throughout the planning process. The plan will identify strategies and milestones to ensure broad engagement of the Technical Advisory Committee (TAC), stakeholders, and the UC Davis campus community. The plan will also include a project logo and guidance related to incorporating the UC Davis Brand Guide in project materials.

The Fehr & Peers team will prepare a Draft community and stakeholder engagement plan for review by UC Davis staff. Fehr & Peers will prepare a Final plan after receiving one set of consolidated comments on the Draft plan.

Fehr & Peers anticipates that UC Davis will update and maintain TAC, community, and stakeholder contact lists. The Fehr & Peers team will provide input to UC Davis regarding the individuals and entities that should be included on each contact list.

Technical Advisory Committee (TAC) Meetings

Fehr & Peers and UC Davis will host a total of six virtual TAC meetings comprised of key campus entities and partner agencies. Potential TAC members include, but are not limited to, YoloTD, Unitrans, UC Davis Transportation Services, UC Davis Police Department, UC Davis Fire Department, Student Health & Counseling Services, UC Davis Student Housing & Dining Services, the City of Davis, and Caltrans. The purpose of the TAC meetings will be to discuss progress, present analysis findings and recommendations, and receive direction from members of the TAC.

One of the early TAC meetings will include a map-based values exercise where TAC members identify what they want to protect, avoid, and create with respect to the UC Davis campus transportation system.

Fehr & Peers anticipates that UC Davis will lead the coordination, scheduling, noticing, and set-up/take-down of all TAC meetings, and that UC Davis will prepare and distribute meeting agenda and minutes. Fehr & Peers will coordinate with UC Davis in advance regarding potential agenda topics and meeting content.

Fehr & Peers will prepare a technical memorandum summarizing each TAC meeting.

UC Davis Working Group/Committee Meetings

Fehr & Peers will participate in a total of six meetings with relevant UC Davis working groups/committees to present the following information:

- Discuss the project goals and objectives, solicit input on perceptions and needs regarding the UC Davis campus transportation system, and conduct a map-based values exercise where participants identify what they want to protect, avoid, and create with respect to the UC Davis campus transportation system.
- Present the findings of the planning context analysis.
- Present the initial list of transportation network improvement projects and solicit input on priority projects.

The specific working groups/committees will be selected by UC Davis during the preparation of the community engagement plan. Fehr & Peers anticipates that UC Davis will lead the coordination, scheduling, noticing, and set-up/take-down of all meetings, and that UC Davis will prepare and distribute meeting agenda and minutes. Fehr & Peers will coordinate with UC Davis in advance regarding potential agenda topics and meeting content.

Fehr & Peers will prepare a technical memorandum summarizing each meeting.

Community Open Houses

Fehr & Peers will participate in three in-person community open houses over the duration of the planning process. The target audience for the community open houses will be UC Davis student, faculty, and staff and campus stakeholders.

- The first open house will discuss the project goals and objectives, solicit input on participant perceptions and needs regarding the UC Davis campus transportation system, and conduct a map-based values

exercise where participants identify what they want to protect, avoid, and create with respect to the UC Davis campus transportation system.

- The second open house will present the findings of the planning context analysis.
- The third open house will present the initial list of transportation network improvement projects and solicit participant input on priority projects.

The Fehr & Peers team will develop draft and final noticing collateral for each open house based on input from UC Davis staff. Fehr & Peers anticipates that UC Davis will lead the distribution of event noticing through strategies such as email lists, social media, the project website, and flyers/posters distributed on and near the UC Davis campus.

The community open houses will be held on-campus during the academic year to maximize participation among the UC Davis campus community.

The Fehr & Peers team will lead the preparation of materials (e.g., presentations, boards, etc.) and facilitation of the open houses. UC Davis staff and students will support the facilitation of the open houses. Fehr & Peers anticipates that UC Davis will lead the coordination, scheduling, and set-up/take-down of all open houses, with Fehr & Peers team support as needed.

Fehr & Peers will prepare a technical memorandum summarizing each open house.

Online Engagement

The Fehr & Peers team will implement the following online engagement strategies:

- Project StoryMap – Fehr & Peers will develop and maintain an ArcGIS StoryMap to present information regarding the project goals and objectives, existing conditions analysis, planned active transportation network, and active transportation project recommendations. The StoryMap is a highly visual and interactive tool that will be used to present project information and allow users to interact with ArcGIS maps and datasets prepared over the course of the project.
- Crowdsourc+ - Fehr & Peers will utilize its Crowdsourc+ tool to solicit public input during two stages of the plan development process. Crowdsourc+ is a web based public engagement platform developed and hosted by Fehr & Peers. Crowdsourc+ allows for receiving public input, seamless webmapping, commenting and upvoting/ranking, and survey add-ons. Crowdsourc+ enables users to suggest, update, and comment on transportation infrastructure improvements and areas of concern. It enables comment collection over a longer period of time than traditional in-person public meetings, and allows for sustained engagement from a wider sample of stakeholders and community members.

Fehr & Peers will prepare two applications of Crowdsourc+. First, an application will be developed during the existing conditions analysis to solicit input on existing perceptions of the UC Davis transportation system, including network gaps, perceived safety issues, barriers to walking and bicycling, and opportunities to enhance bicycle and pedestrian infrastructure. Second, an application will be developed after the initial list of improvement projects has been identified to solicit input on the recommended improvement projects.

The Fehr & Peers team will develop draft and final noticing collateral for the online engagement strategies based on input from UC Davis staff. Fehr & Peers anticipates that UC Davis will lead the distribution of online engagement noticing through strategies such as email lists, social media, the project website, and flyers/posters distributed on and near the UC Davis campus.

Pop-Up Engagement Events

Fehr & Peers and UC Davis will facilitate up to 20 pop-up engagement events throughout the planning process. The pop-up events will meet people where they are, particularly underserved members of the UC Davis campus community. Potential pop-up event locations include, but are not limited to, the UC Davis Aggie Food Pantry, the UC Davis Aggie Compass Basic Needs Center, the UC Davis Cross-Cultural Center, UC Davis Picnic Day, UC Davis Whole Earth Festival, the Davis Farmers Market, and the Yolo County Fair.

The Fehr & Peers team, with support from UC Davis staff, will prepare a traveling engagement toolbox that will be used to engage the community at existing events/venues both on-campus and in neighboring communities.

The Fehr & Peers team will develop draft and final noticing collateral for the pop-up engagement events based on input from UC Davis staff. Fehr & Peers anticipates that UC Davis will lead the distribution of event noticing through strategies such as email lists, social media, the project website, and flyers/posters distributed on and near the UC Davis campus. Additionally, Fehr & Peers anticipates that UC Davis will lead the coordination, scheduling, set-up/take-down, and tabling at pop-up engagement events. At least one member of the Fehr & Peers team will attend and support UC Davis staff/students at each pop-up event.

Project Management

Fehr & Peers will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 2. Fehr & Peers anticipates that UC Davis will prepare and distribute meeting agendas and minutes. Fehr & Peers will coordinate with UC Davis in advance regarding potential agenda topics.

Fehr & Peers will submit invoices and progress reports on a monthly basis throughout Task 2.

Task Deliverables
Draft and Final Community & Stakeholder Engagement Plan
ArcGIS StoryMap Application
Crowdsource+ Application
TAC meetings, including accompanying noticing, collateral, and meeting summary memorandums
UC Davis working group/committee meetings and accompanying meeting summary memorandums
Community open house events, including accompanying noticing, collateral, and meeting summary memorandums
Pop-up engagement events, including accompanying noticing, collateral, and meeting summary memorandums
Monthly invoices and progress reports

Task 3: Project Development

Performance Measures

Fehr & Peers will identify up to 10 performance measures to guide the plan recommendations. The performance measures will be derived from goals, policies, and standards stated in the relevant background documents reviewed in Task 1, input from the TAC, TPWG, TPAAC, community, and stakeholder values exercises in Task 2, and the Grant Program Objectives. Potential performance measures include, but are not limited to, reducing the number/severity of collisions, cost effectiveness, removal of active transportation/transit barriers, decrease in UC Davis-generated VMT, and increased access for underserved community members.

Network Planning

The Fehr & Peers team will develop a recommended active transportation and transit network for the UC Davis campus, featuring a hierarchical framework (e.g., Major, Minor and Local links) to reflect the role of each corridor in the network. Network maps will be accompanied by policy descriptions articulating the role of the link in the network, types of uses expected, and implementation considerations for projects on the network type. The recommended network will inform facility type recommendations and project identification.

Fehr & Peers will prepare a technical memorandum and accompanying maps summarizing these recommendations.

Project Identification

Fehr & Peers will identify a project list of active transportation, transit, and safety improvements to the UC Davis campus transportation system, including the following:

- Active transportation/transit gap closure projects
- New or improved bikeway and pedestrian facilities (both on- and off-street)

- New or improved bicycle or pedestrian crossings, particularly at interchanges, freeway interchanges, and UC Davis/City of Davis gateways
- Intersection/roadway reconfigurations
- New or improved traffic control devices at intersections and crossings
- Safety countermeasures to reduce the number/severity of collisions
- New or improved transit stops/terminals, including adjoining first-/last-mile access improvements
- New or improved on-campus transit routing and transit priority measures
- New transit route alignment concepts between UC Davis and off-campus transit markets (e.g., Woodland Spring Lake, West Sacramento Southport, etc.)
- Active transportation/transit access improvements for underserved community members
- Non-infrastructure programs and wayfinding

Fehr & Peers will prepare a technical memorandum and accompanying maps summarizing these recommendations. An accompanying project list table will include high-level project details, including project name, type, extents, description, and other relevant attributes.

Project Prioritization

Fehr & Peers will utilize previously identified performance measures to develop a project prioritization framework. Fehr & Peers will apply the project prioritization framework to the project list to categorize projects by priority type (e.g., high, medium, and low priority). The priority list will identify infrastructure project and programs that align with community values, are feasible to implement, and address the user needs identified in Task 1.

Project Implementation

Fehr & Peers will develop an implementation strategy that identifies funding opportunities, existing UC Davis projects and maintenance activities, partner agencies, and future planning needs to implement the prioritized project list.

Documentation

The Fehr & Peers team will prepare a technical memorandum and accompanying maps summarizing Task 3. An accompanying project list table will include high-level project details, including project name, type, extents, description, and other relevant attributes.

The Fehr & Peers team will prepare a Draft technical memorandum for review by UC Davis staff. Fehr & Peers will prepare a Final technical memorandum after receiving one set of consolidated comments on the Draft technical memorandum.

Priority Project Fact Sheets

The Fehr & Peers team will develop grant-ready fact sheets for up to 10 priority projects, including a project description, geographic reference map, conceptual drawing (as applicable), and planning-level cost estimate for each project.

Project Management

Fehr & Peers will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 3. Fehr & Peers anticipates that UC Davis will prepare and distribute meeting agendas and minutes. Fehr & Peers will coordinate with UC Davis in advance regarding potential agenda topics.

Fehr & Peers will submit invoices and progress reports on a monthly basis throughout Task 3.

Task Deliverables
Project Development technical memorandum
Priority Project Fact Sheets (10)

Project coordination meeting agendas and minutes
Monthly invoices and progress reports

Task 4: Draft and Final Plan

Draft Plan

Based on the work completed in Tasks 1 through 3, Fehr & Peers will prepare a Draft UC Davis Sustainable Campus Transportation Plan. The plan will be prepared to meet all State requirements for a qualifying Active Transportation Plan (ATP) and Safety Action Plan (SAP).

The plan will include a section that describes the subsequent project implementation process, as identified in Task 3.

Draft Plan Public Review

Fehr & Peers will present the draft plan to the TPWG, the TPAAC, and the TAC and solicit feedback for inclusion in the final plan.

The draft plan will be posted to the online project engagement tool (i.e., project website) and distributed to the community and stakeholder contact list for public comment. Public comments will be collected, reviewed, and addressed in the final plan.

Final Plan

Fehr & Peers will prepare a Final UC Davis Sustainable Campus Transportation Plan that addresses the feedback provided by the public, stakeholders, and various advisory committees. These comments will be summarized and included in the appendix.

Project Management

Fehr & Peers will participate in regular project coordination meetings with YoloTD and UC Davis staff throughout Task 4. Fehr & Peers anticipates that UC Davis will prepare and distribute meeting agendas and minutes. Fehr & Peers will coordinate with UC Davis in advance regarding potential agenda topics.

Fehr & Peers will submit invoices and progress reports on a monthly basis throughout Task 4.

Task Deliverables
Draft and Final UC Davis Sustainable Campus Transportation Plan
Project coordination meeting agendas and minutes
Monthly invoices and progress reports

COST ESTIMATE

Task	Fehr & Peers	Mobycon	AIM	Placell!	Total
1. Planning Context	\$132,000	\$18,500			\$150,500
2. Community Engagement	\$64,000		\$40,000	\$15,000	\$119,000
3. Project Development	\$119,000	\$31,500			\$150,500
4. Draft & Final Plan	\$65,000				\$65,000
Project Total	\$380,000	\$50,000	\$40,000	\$15,000	\$485,000

SCHEDULE

Project Schedule		2024						2025						2026								
		June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February
1	Planning Context																					
	Project Kick-Off Meeting																					
	Planning Context Report																					
2	Community & Stakeholder Engagement																					
	Community & Stakeholder Engagement Plan																					
	Technical Advisory Committee Meetings																					
	Working Group/Committee Meetings																					
	Community Open Houses																					
	Online Engagement																					
	Pop-Up Engagement Events																					
3	Project Development																					
	Project Development																					
	Priority Project Fact Sheets																					
4	Draft & Final Plan																					
	Plan Development																					

A Admin Draft (Internal) Submittal
D Draft (Public) Submittal
F Final Submittal

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

Topic: Authorize the Executive Director to Negotiate a Contract with Regional Government Services (RGS) for Temporary Board Clerking Services	Agenda Item#:	<h1>4C</h1>
	Agenda Type:	Action
Attachments: <input checked="" type="radio"/> Yes No		Meeting Date: June 10, 2024
Prepared By: Chas Fadrigio		

RECOMMENDATION:

Authorize Executive Director to negotiate a contract with Regional Government Services (RGS) for temporary Board clerking services for an amount not to exceed \$21,445.

BACKGROUND:

YoloTD currently has several significant vacancies, including the Executive Assistant/Board Clerk position. This vacancy arose less than two weeks before the May 13, 2024, Board meeting. In response, the Executive Director executed a short-term contract with Regional Government Services (RGS) for \$9,999, within authorized signing authority. This new contract would replace the short-term contract, ensuring continuity to cover essential Board Clerk duties such as remote meeting management, agenda preparation, and minute-taking until a new Board Clerk is found. The recruitment process for the Executive Assistant/Board Clerk is expected to take several months, requiring continued assistance from RGS until the position is filled.

DISCUSSION AND ANALYSIS

The recommendation to contract with RGS for Board Clerk duties aims to ensure efficient management of Board activities until we fill the Executive Assistant/Board Clerk position.

Scope of Work

The scope of services to be provided by RGS includes:

- Board Agenda Package Production & Minutes Production.**
 RGS will manage the preparation and distribution of Board agenda packages and meeting minutes, ensuring compliance with the Brown Act. They will handle up to 14 meetings, with services estimated to cost \$14,380, adjusted for meeting durations.
- Remote Meeting Management Services**
 RGS will oversee the technical and procedural aspects of Board meetings, including quorum confirmation, audio/video management, public comments, and roll call votes. This service is estimated at \$7,065 for up to 14 meetings, with longer-duration adjustments.

Attachment 1 outlines the scope of services to be performed. If approved by the Board, this scope of services will be incorporated into the RGS contract for Financial Advisory Services, included in this packet as Agenda Item 4d.

FINANCIAL IMPACT:

The RGS contract amount is not to exceed \$21,445 and will be funded with FY2023-24 salary savings from multiple staff vacancies. YoloTD will be billed on an hourly basis for work already performed. If the staff vacancy is filled quickly, the total amount expended will be less.

Attachments:

- A. Regional Government Services proposed scope of work – Board clerking services

Attachment A:

Regional Government Services proposed scope of work – Board clerking services



June 3, 2024

Delivered via email to: CFadrigio@yctd.org

Chas Ann Fadrigio, Director of Finance & Administration

YOLO TRANSPORTATION DISTRICT

350 Industrial Way
Woodland, CA 95776

SUBJECT: PROPOSAL - TRANSPARENT GOVERNMENT

Dear Chas:

Thank you for giving Regional Government Services (RGS) the opportunity to provide Yolo Transportation District with this proposal for transparent government and Board services.

As you know, RGS is uniquely qualified to provide this service based on our specific public sector expertise and extensive experience working exclusively with local government agencies. RGS is a Joint Powers Authority (JPA) established in 2002. With over 100 employees, having served more than 300 government agencies, RGS provides consulting services and expert advice specifically to agencies in the areas of transparent government, human resources and financial management, organizational development, community engagement, strategic planning, and more.

RGS is a streamlined organization of consultants who work virtually or within our partner agency offices on an as-needed basis. We have no physical corporate office which reduces our overhead costs and allows us to offer competitive prices to our partner agencies and clients. RGS employs the consultants who provide services to partner agencies and does not use subcontractors to deliver such services.

RGS staff prides itself on its ability to deliver accurate, professional products and services within reasonable timelines, meet deadlines, and provide clear, honest, and effective communications, all of which help to promote good relations with stakeholders at all phases of a client's project.

RGS's Transparent Government Team is comprised of seasoned advisors with specific training on Board dynamics, processes, and rules. The team is valued for delivering flexible, high-quality services in a cost-effective manner.

Please reach out to me with any questions at mjbrown@rgs.ca.gov or 650-587-7300 x78.

Sincerely,



MJ Brown, Strategic Services Consultant, Transparent Government

REGIONAL GOVERNMENT SERVICES

P.O. BOX 1350 | CARMEL VALLEY, CA 93924 | 844.587.7300 | WWW.RGS.CA.GOV

Chas Ann Fadrigio

June 3, 2024 Page 2

DESCRIPTION OF SERVICES

Board Agenda Package Production & Minutes Production

It is RGS' understanding that the District wishes to outsource its District Board agenda management and meeting minutes preparation. An assigned RGS employee will prepare agenda packages and provide them to the District with sufficient time for compliant posting and will prepare action minutes of District Board meetings and provide them to District staff in a timely manner. summary This work is as follows:

A District employee will provide completed agenda items (staff reports/board memos and other attachments) in MS Word or a similar format to the RGS-assigned Advisor via email, DropBox or a similar cloud-based sharing utility at least seven (7) days prior to the posting date for each Regular Meeting, and at least three (3) days prior to the posting date for each Special Meeting. An RGS employee will complete the preparation of up to 14 Brown Act-compliant Board packages. The Advisor will return the entire package back to the District in a format ready for posting to its website (packages will be provided by RGS at least one day prior to posting time as defined by the Brown Act to ensure sufficient time for physical posting and distribution to interested parties and stakeholders (e.g., its Board of Directors).

An RGS employee will prepare agendas and action minutes for each of the Board's (Regular and Special) meetings (up to 14 sets) through the end of the contract.

NOTE: This portion of the proposal assumes up to 14 (2.5 hour) Board meetings (Regular and/or Special) between June 15, 2024, and June 30, 2025, and is estimated to cost \$14,380. Meetings that are of a longer duration may increase the cost in this portion of the proposal, as minutes production time will increase. Actual costs will reflect actual work performed.

Remote Meeting Management Services

The District has identified the need for process coordination at its Board of Directors meetings, held on the second Monday of each month. The District also has, from time-to-time, Special Meetings. Meeting process management services will include, but are not limited to, confirming the presence of a quorum, managing the online audio and/or video platforms for the meeting, managing the process by which any public comments will be made, and taking votes by roll call, as necessary.

NOTE: This portion of the proposal assumes up to 14 (2.5 hour) Board meetings (Regular and/or Special) between June 15, 2024, and June 31, 2025, and includes the Advisor's prep time; the estimated cost is \$7,065. Should meetings be of a longer duration, this proposed estimate may increase.

TOTAL ESTIMATED COST FOR PROPOSED SERVICES: \$21,445.

RGS is pleased to provide additional services upon request; additional cost estimates can also be provided. RGS provides consulting services on an hourly basis. Invoicing is based on hours actually worked. Bill rates are as follows:

Chas Ann Fadrigio

June 3, 2024 Page 3

Title	Hourly Rate
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

**The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.*

RGS Advisors are skilled at prioritizing activities and working within the budget of partner agencies.

COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Authorize the Executive Director to Execute Contract with Regional Government Services (RGS) for Financial Advisory Services	Agenda Item#:	4d
	Agenda Type:	Action
Prepared By: Chas Fadrigio		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
		Meeting Date: June 10, 2024

RECOMMENDATION:

Authorize the Executive Director to execute a contract with Regional Government Services (RGS) for Financial Advisory Services.

BACKGROUND:

The Finance department has identified several areas for improvement in procurement compliance, processes, and grant management and tracking. These efforts are part of the Finance department's FY2024-25 workplan to address issues arising from the FY22-23 audit findings.

DISCUSSION AND ANALYSIS

As requested, RGS will provide various financial administration services, including training for district staff and technical expertise. Contracting financial advisory assistance through RGS will help ensure procurement compliance, processes, and grant management. Additionally, this assistance will better prepare staff for anticipated procurement activities that comply with federal grant standards and District policy.

Scope of Work:

The scope of services to be provided by RGS includes, but is not limited to:

1. Providing technical expertise and outsourced finance services, including grant management and accounting services.
2. Reviewing and improving procurement policy and procedures.
3. Conducting reconciliations of all Federal funding sources and ensuring accurate Federal reporting.
4. Reviewing and updating expense tracking and grant claim reconciliations.
5. Providing training for staff on procurement processes and compliance monitoring.
6. Establishing documentation requirements and procedures for financial records retention requirements.

Duration of Work:

This scope of services is expected to take up to one year to complete. The draft contract has an end date of June 30, 2025.

FINANCIAL IMPACT:

None. The RGS contract amount is \$30,000 and will be funded with FY2023-24 salary savings from multiple staff vacancies.

Attachments:

- A. Regional Government Services Contract for Financial Advisory Services

Attachment A: Regional Government Services Contract for Financial Advisory Services



RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

As a convenience, RGS offers DocuSign to digitally sign our Agreements, providing a secure and legally binding digital signature process that eliminates the need for printing and distribution of documents.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of publicsector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency’s unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other’s hard-won experience.
- **Commitment:** Government agencies are the public’s only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS’ pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.

- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency’s interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

P.O. BOX 1350 | CARMEL VALLEY, CA 93924 | 650.587.7300 | WWW.RGS.CA.GOV

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 8th day of May 2024, by and between the **YOLO COUNTY TRANSPORTATION DISTRICT**, a municipal agency (“Agency”), and **Regional Government Services Authority (RGS)**, a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- That Agency desires to engage RGS to render certain services to it;
- That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.

1.2 Service Advisor. To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address

program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.

- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about the Effective Date, and this Agreement is anticipated to remain in force to June 30, 2025, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to-month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory and/or RGS has not resolved the performance issues to the satisfaction of the Agency, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of the Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$40,000 and shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS' services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee's Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, "third party" means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).

5.4 RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 The provisions of this Agreement are not intended to create, nor shall they in way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

- 5.7** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.

6.4.4 Subcontractors. RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.5 Variation. During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

6.4.6 Deductibles and Self-Insured Retentions. RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

6.4.7 Maintenance of Coverages. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

6.4.8 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all

information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may only be amended or modified by written Amendment signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to reasonable attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;

- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. In accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7, the Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____

Agency

By: _____
Autum Bernstein, Executive Director

DATED: _____

Regional Government Services Authority

By: _____
Sophia Selivanoff, Executive Director

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree adjustments to the hourly bill rate shown below for "RGS Staff" will be made on July 1 of each year, when RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically.

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGSA Accounting Manager

(650) 587-7300X12 | lrice@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Chas Ann Fadrigio, Director of Finance & Administration	CFadrigio@yctd.org

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Chas Ann Fadrigio, Director of Finance & Administration	CFadrigio@yctd.org

RGS STAFF RATES

TITLE	HOURLY RATE*
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

**The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.*

NOTE: Advisor travel for worksite services —

The Agency will only be invoiced for the actual hours worked, which shall include RGS staff travel time to and from the service delivery location, billed at the indicated hourly rate.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) assign RGS employee(s) to serve as Finance Advisor(s) to the Agency, providing a range of financial administration services, which may include but is not limited to performing any or all of the functions described below:

1. Coach, Mentor, and Train District Finance Staff as identified and requested by the District's Director of Finance and Administration
2. Provide Technical Expertise and outsourced Finance Services as requested by the Department. These may include but are not limited to:
 - a. Grant Management:
 - i. Ensure accurate Federal reporting by gathering data and performing reconciliations.
 - ii. Conduct a reconciliation of all Federal funding sources including local match.
 - iii. Evaluate Fastfund system to maximize grant tracking or modify accounts and increase efficiency.
 - iv. Recommend clarifying roles in monitoring grant-funded projects for compliance (including non-financial).
 - v. Review and update expense tracking and grant claim reconciliations, make recommendations as appropriate to management.
 - b. Accounting Services
 - i. Review staff worksheets and coach them to improve products and presentations.
 - ii. Facilitate accurate billing/ revenue accounting.
 - iii. Address audit findings for Federal grant claims by cleaning up procurement processes.
 - iv. Establish documentation requirements and procedures.
 - c. Procurement
 - i. Review procurement policy and procedures.
 - ii. Document workflows to reflect industry best practices.
 - iii. Improve procurement processes to consolidate and synchronize current practices such as those within Fastfund (financial system) and CorePay (payment system)
 - iv. Recommend formal designations of authority for contract approvals that are updated and in keeping with peer agencies.
 - v. Provide training for staff on procurement processes and compliance monitoring. vi. Establish documentation requirements and procedures!
 - vii. Review Financial records retention requirements for grant funded operations and capital acquisition and recommend appropriate revisions.
3. Projects and activities may be modified on request of the Agency. Agency will be invoiced for the actual hours worked. The hourly bill rate does not include mark-up for direct external costs (including travel costs such as mileage and tolls) which will be invoiced to Agency without markup.
4. The RGS Project Lead may direct work to other RGS staff with equal or lower bill rates, as needed to provide effective finance and administrative systems services.

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

Topic: Hold Public Hearing on Revised Draft Budget for FY 2024-25 and Approve Resolution 2024-12 Adopting the Budget for Fiscal Year 2024-25	Agenda Item#:	<h1>5</h1> Action
	Agenda Type:	
Prepared By: Chas Fadrigio		Meeting Date: June 10, 2024

RECOMMENDATION:

1. Receive the Revised Draft FY2024-25 Budget for YoloTD; and
2. Open the Public Hearing and Receive Testimony; and
3. Approve Resolution 2024-12 Adopting the Revised Draft Budget as the Final (or Preliminary) FY2024-25 Budget.

BACKGROUND:

YoloTD Draft and Revised Draft FY2024-25 Budget

Yolo County Transportation District’s bylaws state that “the Board shall adopt at least a preliminary budget by June 30th which shall serve as the tentative District’s budget pending adoption of a final budget. A final budget shall be adopted no later than August 30th of each year.”

A digital copy of the Draft FY 2024-25 Budget was emailed to Board members, City Managers and Public Works Directors on April 30, 2024, and was discussed at the Technical Advisory Committee meeting and Citizens Advisory Committee meeting on May 7, 2024, and the YoloTD Board Meeting on May 13, 2024.

The attached Revised Draft Budget was developed after incorporating guidance and feedback from the YoloTD Board of Directors, member jurisdictions, and committees.

Changes from the draft budget discussed on May 13, 2024, are:

Fixed Route Operating Budget

Table 1: Fixed Route Service Hours and Miles Changes since the May 13th Draft

Route	Community / Destinations	Operating Days	Actual FY2023-24			May Draft FY2024-25			June Draft FY2024-25			Change	
			Trips	Hours	Miles	Trips	Hours	Miles	Trips	Hours	Miles	Hours	Miles
40	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	12	4,273	49,640	17	5,529	63,884	12	4,274	49,640	-1,255	-14,244
		SAT	11			11			11				
		SUN	9			11			9				
240	Ikea Ct, Reed Ave, Harbor Blvd West Sacramento Transit Center Downtown Sacramento	MON-FRI	12	4,563	54,049	14	4,837	57,266	12	4,335	51,372	-503	-5,894
		SAT	12			12			12				
		SUN	12			12			12				
Total			68	8,836	103,689	77	10,366	121,150	68	8,609	101,012	-1,758	-20,138

- Route 40: Serves northern West Sacramento in a counterclockwise direction. Removed the proposed four additional weekday trips in the early morning and evening. Refer to Table 1: Fixed Route Service Hours and Miles Changes since the May 13th Draft
- Route 240: Serves West Capitol Ave and IKEA Shopping center. Removed the proposed two additional weekday trips.

As a result, the change represents most of the Fixed Route preliminary operating budget decrease of **\$285,000**.

Table 2: Revised Draft FY2024-25 Fixed Route Service Hours and Miles

Route	Community / Destinations	Operating Days	FY2023-24						Proposed FY 2024-25	Proposed FY 2024-25		% Change from Current Actual	
			Budgeted Trips ¹	Actual Trips ¹	Budgeted Hours	Actual Hours	Budgeted Miles	Actual Miles	Trips	Hours	Miles	Hours ²	Miles ²
42A* 42B*	Intercity, Woodland, Davis, West Sacramento, Sacramento International Airport, Downtown Sacramento	MON-FRI SAT - SUN	70	54	56,949	44,302	1,274,569	1,106,888	54	44,303	1,106,888	0%	0%
37	Southport Gateway West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	13	4,845	3,895	86,953	51,435	13	3,911	51,435	0%	0%
		SAT-SUN	13	0					0				
40	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,803	4,273	63,303	49,640	12	4,274	49,640	0%	0%
		SAT	14	11					11				
		SUN	11	9					11				
41	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,173	3,333	54,742	37,951	12	3,347	37,951	0%	0%
240	Ikea Ct, Reed Ave, Harbor Blvd West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,724	4,563	61,186	54,049	12	4,335	51,372	-5%	-5%
		SAT	15	12					12				
		SUN	12	12					12				
45	West/Central Woodland Downtown Sacramento Express	MON-FRI - AM TRIP	1	1	827	836	22,818	23,095	1	837	23,095	0%	0%
		MON-FRI - PM TRIP	1	1					1				
211	County Fair Mall, West Woodland Loop	MON-FRI	12	15	4,389	5,141	57,742	68,036	15	5,144	68,036	0%	0%
		SAT	12	12					12				
		SUN	11	11					11				
212	County Fair Mall, East Woodland Loop	MON-FRI	11	14	4,088	4,988	64,098	77,833	14	4,988	77,833	0%	0%
		SAT	11	14					14				
		SUN	11	11					11				
215	Woodland, Madison, Esparto, Capay Cache Creek Casino Resort	MON-SUN - WESTBOUND	12	12	10,135	135	253,383	253,383	12	10,135	253,383	0%	0%
		MON-SUN - EASTBOUND	12	12					12				
43	Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	2,306	1,338	53,414	28,265	3	3,366	73,428	152%	160%
		MON-FRI - PM TRIP	3	1					3				
43R	Reverse Commute: Downtown Sacramento, U.C. Davis Express	MON-FRI - AM TRIP	1	1	1	1	1	1	1	1	1	1	1
		MON-FRI - PM TRIP	1	1					1				
44	South Davis Downtown Sacramento Express	MON-FRI - AM TRIP	3	0	1,469		38,230		3	2,784	57,062		
		MON-FRI - PM TRIP	3	0					3				
230*	West Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	1,959	988	50,974	25,795	3	3,135	67,225	217%	161%
		MON-FRI - PM TRIP	3	1					3				
138 Causeway Connection	Service between UCD Med Ctr and UCD Main campus, with limited stops between	MON-FRI	14	14	4,303	4,338	95,540	96,695	14	4,355	96,695	0%	0%
Total			323	270	104,969	78,130	2,176,951	1,873,065	286	94,913	2,014,042	-10%	-7%

Five-Year Outlook

The Revised Draft now includes a Five-Year Outlook (Table 3) which was not included in the earlier draft.

Table 3: Five-Year Outlook as of FY2023-24

Expenditures	Projection					
	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Adjusted FY23-24 Operating Expenditure Budget	\$ 19,263,000	\$ -	\$ -	\$ -	\$ -	\$ -
FY24-25 Annualized Restoration/Microtransit expansion	\$ -	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000
FY28-29 New Service VMT Mitigation Plan 2023 Estimates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Additional 25% deposit to General Reserve from budget increase	\$ -	\$ 393,000	\$ -	\$ -	\$ -	\$ -
Scenario Expenditure Budgets in 2024 Dollars:	\$ 19,263,000	\$ 21,237,000	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000	\$ 25,044,000
Revenues						
State Transit Assistance	\$ 2,882,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000
Local Transportation Fund (FY 24-25 Level)	\$ 6,211,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000
Cache Creek Mitigation Funds	\$ 1,273,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000
STA-SGR State of Good Repair Funds ¹	\$ -	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
Fare Revenue ²	\$ 1,355,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000
Other: Fuel Sales/Advertising/Fuel Credits/Interest Etc. ³	\$ 1,375,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000
UC Davis Causeway Connection Support	\$ 286,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000
FTA 5311 Formula Funds:						
Rural Yolo County	\$ 806,000	\$ 204,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
FTA 5307 Formula Funds:						
UZA Woodland ⁴	\$ 2,085,000	\$ 2,468,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
UZA Davis ⁵	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
UZA Sacramento ⁶	\$ 13,000	\$ 126,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
FTA competitive grants (42 Expansion, Causeway Connection) ⁷	\$ 318,000	\$ 720,000	\$ -	\$ -	\$ -	\$ -
ARPA 100% reimbursement funds (\$3M available)	\$ 1,901,000	\$ -	\$ -	\$ -	\$ -	\$ -
CARES Act 100% reimbursement funds (\$4.4M available)	\$ 1,074,000	\$ 3,072,000	\$ -	\$ -	\$ -	\$ -
SB125 formula-based capital program ⁸	\$ -	\$ 1,690,000	\$ 1,316,000	\$ -	\$ -	\$ -
New Service: Yolo 80 VMT Mitigation Plan 2023 Estimates ⁹	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Total Base Revenues	\$ 19,579,000	\$ 21,237,000	\$ 20,493,000	\$ 19,177,000	\$ 19,177,000	\$ 23,377,000
Base Funding Excess (Deficit)	\$ 316,000	\$ -	\$ (351,000)	\$ (1,667,000)	\$ (1,667,000)	\$ (1,667,000)
Potential Funding Solutions						
Increased use of Formula funds ¹⁰	\$ -	\$ -	\$ 351,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000
Obtain new competitive grants	\$ -	\$ -	\$ -	\$ 67,000	\$ 67,000	\$ 67,000
SB125 formula-based capital program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of LTF/other potential funding strategies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of unrestricted funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess funding added to unrestricted funds balance	\$ (316,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Potential Strategies to Close Excess (Deficit)	\$ (316,000)	\$ -	\$ 351,000	\$ 1,667,000	\$ 1,667,000	\$ 1,667,000
Remaining, Base Funding Excess (Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Notes:						
1. State of Good Repair (SGR) funds to be utilized towards vehicle maintenance, which is included in operating budget.						
2. Fare Revenues assumes no increases. Special fares included in other revenues.						
3. Other revenues include fuel sales and renewable fuel credits, special fares, Low-Carbon Transit Operations Program (LCTOP) in FY23-24 projections.						
4. As a result of the 2022 U.S. Census bureau data update, 5307 UZA Woodland allocation increased from \$2.4M to \$3M.						
5. YoloTD has an informal agreement with Unitrans and City of Davis to limit the use of 5307 UZA Davis funds to \$150,000.						
6. YoloTD has not fully utilized its allocation of the 5307 UZA Sacramento funds. The forecasts assumes a base amount of \$1.2M based on SACOG's draft 2024-25 5307 UZA Sac split letter.						
7. FTA Competitive grants assumes drawing down on current funds. Though YoloTD plans to seek new grants, no new funding is assumed in this forecast.						
8. SB125 Transit and Intercity Rail Capital Program forecast is based on YoloTD's Cycle I allocation of \$3M for FY24-25 & FY25-26. The legislation envisions a second cycle of SB 125 funding. However, this is uncertain pending the outcome of negotiations on the State of California budget for FY 2024-25. Therefore, this budget conservatively assumes no additional SB 125 funding.						
9. Implementing transit service expansions contained in the Yolo 80 VMT Mitigation Plan. The first three years of this service are fully funded by mitigation (capital) dollars. After the first three years, the service will be funded by future toll revenue at the discretion of the Capitol Area Tolling Authority.						
10. Increased Formula funding may include increased use of Davis UZA funds (pending agreement with Unitrans and City of Davis to revise existing informal agreement) and Discretionary Sac UZA funding, which YoloTD has not sought in the last two years but for which we are eligible.						

Summary of Five-Year Outlook:

Budget Projections:

- FY 2023-24 Budget Projections are based on actuals to date, were added at the Board's request.
- Staff estimates a \$316,000 surplus (revenues over expenses) in FY 2023-24 to be added back to the unrestricted fund balance. FY2023-24 Budget vs. Actuals by program is shown in Table 4: FY2023-24 Budget Projections Summary.

Revenues:

- The five-year operating budget outlook shows future expenditures and revenues in constant 2024 dollars. This framework does not account for potential increases in revenues and expenditures due to inflation. If base revenues grow more slowly than expenditures, it will result in larger funding gaps than shown.
- Federal Funds:
 - Expends all one-time COVID relief funds;
 - Assumes increased use of FTA formula and discretionary funds, combining current year FTA allocations (5307 for Woodland, Davis, and Sacramento UZA, and 5311 for Rural Yolo County/Winters) with unprogrammed prior year allocations that were not used due to one-time COVID-relief assistance.
 - In addition to these FTA formula funds; the staff will pursue additional FTA discretionary funds as they become available.
- State Funds:
 - Assumes the historic STA/LTF allocation between YoloTD and its member jurisdictions continues unchanged for the next five years;
 - Adds SB125-Cycle I funding already allocated to YoloTD by SACOG and conservatively assumes no additional SB 125 funding;
- Potential funding gap solutions:
 - Assumes increased use of discretionary federal funds; revisiting informal agreements that limit the use of Davis federal formula funds to \$150,000 per year; and pursuing other competitive grant funding.
 - No assumptions to use unrestricted available funds of approximately \$11 million. These funds will remain in reserve to provide local-match funding for competitive grants and major capital projects.

Expenditures

- Expenditures reflect the changes made to Fixed Route service (eliminating proposed service restorations in West Sacramento) and includes the additional General Reserves (25%) contribution of \$393,000.
- Compared to the prior (May 2023) Five-Year Outlook, this updated Outlook shows costs decreasing because many service restorations and expansions included in the FY 2023-24 budget were not implemented. These unimplemented services have not been included in the proposed FY 2024-25 budget.
- The new outlook assumes that the limited-service restorations and expansions proposed for FY 2024-25 will continue unchanged in future years until FY 2027-28.
- Service expansions funded by the Yolo 80 VMT mitigation plan are assumed to be net revenue neutral and are assumed to take effect in FY 2028-29. Both assumptions will need to be refined closer to the implementation date.

Capital Improvement Plan

- The five-year outlook includes only base operating estimates and excludes any costs related to capital replacement and new infrastructure. As noted, unrestricted available funds of \$11 million will be retained to provide local match for funding capital projects.

Table 4: FY2023-24 Budget Projections Summary

FY2023-24 Budget Projections			
Administration			
	Budget	Projection	Variance
Revenues	\$ 3,186,000	\$ 3,600,724	\$ (414,724)
Expenses	\$ 3,186,000	\$ 3,463,645	\$ (277,645)
		Net, Admin	\$ (137,079)
Fixed Route			
	Budget	Projection	Variance
Revenues	\$ 12,096,000	\$ 11,693,831	\$ 402,169
Expenses	\$ 12,096,000	\$ 11,515,331	\$ 580,669
		Net, FR	\$ (178,500)
Microtransit			
	Budget	Projection	Variance
Revenues	\$ 1,359,000	\$ 1,332,064	\$ 26,936
Expenses	\$ 1,359,000	\$ 1,332,064	\$ 26,936
		Net, MT	\$ -
Paratransit			
	Budget	Projection	Variance
Revenues	\$ 3,050,000	\$ 2,952,359	\$ 97,641
Expenses	\$ 3,050,000	\$ 2,952,359	\$ 97,641
		Net, PT	\$ -
Total, FY2023-24 Projected Revenues over Expenses			\$ 315,579

Other information:

At the May 13, 2024, Board meeting, additional topics and questions were raised. Below are follow-up responses and information related to these items:

- **YoloGo** - The Board requested a summary of YoloGo, the 2021 Comprehensive Operations Assessment, and how the proposed service restorations and expansions in this budget relate to YoloGo. That information has been included as Attachment B.
- **TDA Funding** - Questions and concerns were raised by the Board regarding the allocation of Transportation Development Act (TDA) funds among YoloTD and its jurisdictions. The preliminary budget resolution directs staff to schedule a special Board meeting, or series of meetings, to discuss TDA allocation and other matters related to the YoloTD budget.
- **Budget vs. Actuals** – The Board requested a comparison between the FY2023-24 budget vs. actuals and the proposed FY2024-25 preliminary budget. A summary of these updated projections is included in *Table 3: Five-Year Outlook as of FY2023-24*. In addition, the budget vs. actuals comparison by program is provided in *Table 4: FY2023-24 Budget Projections Summary*.

- **Impact of Salary Survey Adjustments and Proposed 4% COLA**

The Board approved the salary survey changes and amendments to the YCTD Personnel Rules and Regulations on April 8, 2024, which included establishing a minimum of 2% and a maximum of 4% COLA increase. During the FY2023-24 budget discussions, the Board directed staff to remove the proposed COLA increase of **7.67%** (based on that year’s CPI), to delay salary adjustments until the salary benchmarking survey was completed and, to establish and, meet with an Ad Hoc Committee regarding the salary benchmarking survey. This survey took ten months for the staff and consultants to complete and present to the Ad hoc Committee and YoloTD Board. As a result, staff went without appropriate compensation adjustments for much longer, despite the high inflationary economy.

Due to the timing of the salary survey benchmarking adjustments and personnel policy amendments approved by the Board in April 2024, discussions about the 4% COLA increase during the May 2024 FY2024-25 draft budget presentation seemed premature. However, the salary adjustments approved in April 2024, only aligned staff salaries to the appropriate levels for July 1, 2023. Considering the ongoing rise in the CPI, the FY2024-25 budget proposes a COLA adjustment to align compensation as of July 1, 2024, consistent with the personnel policy provisions of a minimum 2% and a maximum 4% COLA.

At the May 13, 2024 Board meeting, the Board inquired about the percentage change in salaries resulting from the April 2024 Board action. Staff did not have the information at that time and was advised to provide a follow-up. As shown in *Table 5: Salary Changes in Dollars and Percentage*, the impact of the salary survey was **\$189,751**, representing a **14%** increase. Because the adopted FY2023-24 budget conservatively assumed the salary survey would result in an increase of \$245,000 the net result of the salary survey implementation was a budget savings of **\$55,249**.

Table 5: Salary Changes in Dollars and Percentage

Description	As of July 1, 2023	Adjusted by Salary Survey ¹	Change \$	Change %
Salaries	\$ 1,218,942	\$ 1,387,650	\$ 168,708	14%
Pension ER Portion	\$ 129,653	\$ 150,696	21,043	16%
Total, Change	\$ 1,348,595	\$ 1,538,346	\$ 189,751	14%
Total, FY2023-24 Budgeted for Increases			\$ 245,000	
Total, FY2023-24 Budget Savings- Projected²			<u>\$ 55,249</u>	
Notes:				
1. The 2024 Salary Benchmarking Survey findings did not lead to salary increases for all classifications. For positions that were not increased, incumbents will only see a compensation adjustment through an annual performance merit increase (if applicable) or a COLA increase.				
2. The projected FY23-24 budget savings will go towards the proposed FY2024-25 COLA increase of 4%.				

The Board also requested more information regarding the impact of the 4% COLA as there were concerns about a potential deficit beginning in FY2025-26. As shown in *Table 6: Impact of the Proposed 4% COLA in FY2024-25*, the total impact on salaries, including the District's pension contribution net of the projected FY2023-24 salary savings of \$55,249, amounts to **\$15,405**.

Table 6: Impact of the Proposed 4% COLA in FY2024-25

Description	Adjusted by		Change	Change
	As of Today ¹	COLA 4% Increase	\$	%
Salaries	\$ 1,603,768	\$ 1,667,919	\$ 64,151	4%
Pension ER Portion	\$ 162,586	\$ 169,089	6,503	4%
Total, Change	\$ 1,766,354	\$ 1,837,008	\$ 70,654	4%
Less: Use of FY2023-24 Savings²			\$ 55,249	
Total, FY2024-25 Financial Impact with 4% COLA			\$ 15,405	
Notes:				
1. The difference of \$216,118 (\$1,603,768 - \$1,387,650) includes annual performance merit increases since the adjusted salaries were implemented. Additionally, four vacant positions (IT Specialist, Executive Assistant/Board Clerk, Senior Transportation Planner, and Finance Associate) were estimated at the mid-salary range using Classic CalPERS rates, anticipating that new hires may not be entry-level or new to the CalPERS system.				
2. The proposed 4% COLA increase assumes use of the projected FY2023-24 salary and benefits savings.				

• **How reliable is Yolobus ridership data?**

Questions about the reliability of Yolobus data came up at the Board meeting. Yolobus relies on manual (farebox) data collection to estimate ridership. The validity of this data is periodically checked using a random sampling approach, whereby an independent observer rides the bus and counts passenger boardings. This data is then checked against the farebox data.

Yolobus provides free rides to youth and UC Davis students, and we accept a variety of payment methods which bypass the farebox, including Connect Card and ZipPass. While drivers are trained and reminded to count all riders, some undercounting does occur. For this reason, the industry standard is to replace manual counting methods with automated methods. Yolobus is currently in the process of transitioning to Automatic Passenger Counters (APCs), which provide a more reliable source of data.

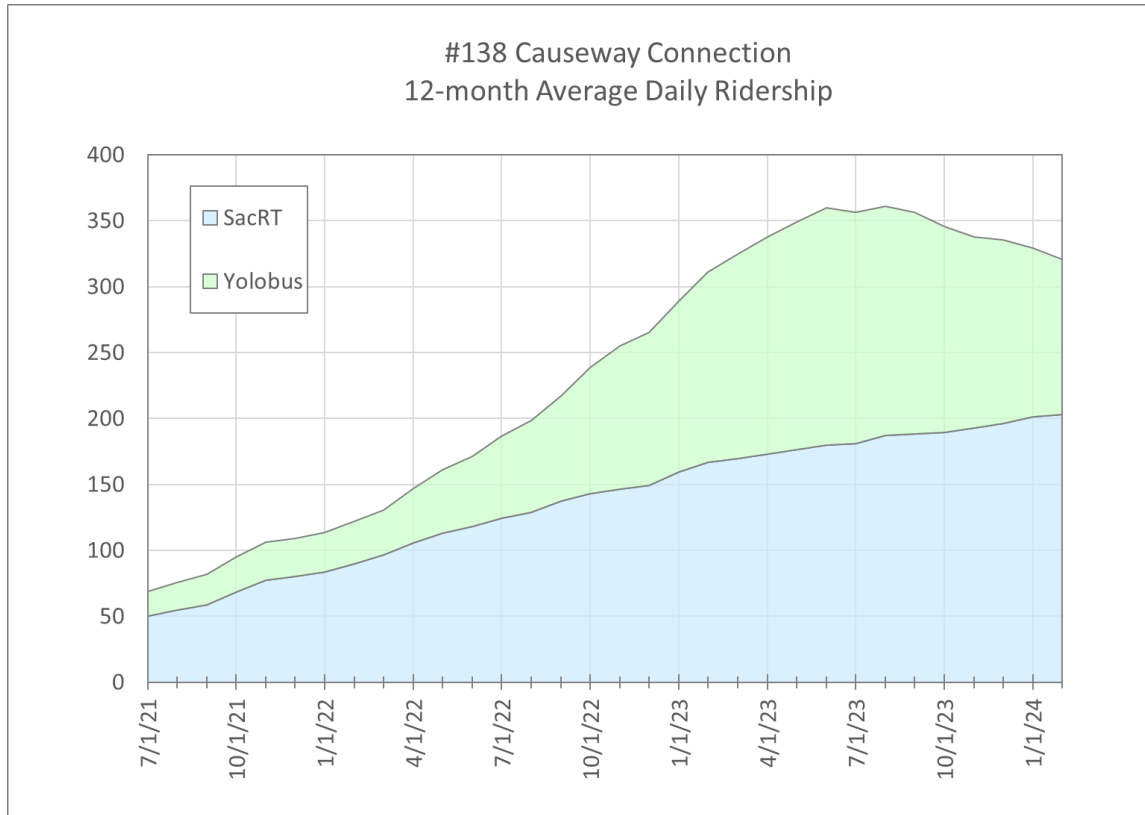
Just how much undercounting occurs? One estimate comes from the Causeway Connection (Route 138), which we jointly operate with SacRT. In all respects, the service is identical across Yolobus and SacRT. It is the exact same route, serving the same stops. The buses are identical, the fares and payment methods are identical. Only the uniform of the bus driver differs. We operate roughly the same number of trips (Yolobus operates 14 daily trips, while SacRT operates 16 daily trips), spread evenly over the course of the day.

SacRT uses Automatic Passenger Counters to estimate ridership, while we use manual/farebox counts. This provides for a “natural experiment,” illustrating how different counting methods yield different results.

As Figure 1 illustrates, SacRT’s estimated Average Daily Ridership for the Causeway Connection is 43% higher than that of Yolobus. There are likely multiple contributing factors that contribute this discrepancy, but undercounting of YoloTD ridership is a major factor.

We can therefore reasonably extrapolate that YoloTD’s current ridership estimates undercount the number of actual Yolobus riders, particularly on routes that serve youth and UC Davis students.

Figure 1: Discrepancies in Yolobus and SacRT ridership estimates for Route 138 Causeway Connection



--- End of Changes and Other information from the draft budget discussed on May 13, 2024 ---

What the Budget Resolution Does:

Should the Board approve the recommended Budget Resolution with no changes, the following actions would be authorized:

- Public Hearing for Preliminary Budget:** Affirms that a properly-noticed public hearing was held for the proposed Draft Budget, consistent with YoloTD’s by-laws.
- Adopts the Draft Budget as the Final Budget:** YoloTD's bylaws require the Board to adopt at either a Preliminary or Final Budget by June 30. If the Board chooses to adopt this draft as a Preliminary Budget, the Final Budget must be adopted no later than August 30.
- Approves a 4%COLA:** Based on the YoloTD Personnel Policy, which allows for a COLA to be applied to all salaries except the Executive Director’s, the recommended Resolution includes a 4% COLA.¹
- Authorized Position Resolution:** Amends the Authorized Position Resolution to eliminate one temporary

¹ YoloTD’s COLA policy is based on the increase in the California Consumer Price Index (CPI) for "All Urban Consumers" from April two years prior to April one year prior, with adjustments ranging between 2% and 4%. The CPI increased from 316.847 in April 2022 to 330.049 in April 2023, resulting in a 4.176% increase.

Associate Planner position. It also grants authority to the Executive Director to reclassify positions, so long as there is no impact on the approved salary budget.

5. **General Reserve Contribution:** Allocates \$351,000 to YoloTD General Reserve, consistent with Board-adopted policy to maintain a reserve equivalent to 25% of budgeted operating expenditures.
6. **Allows Funds to be moved within budget categories:** Authorizes the Executive Director to move funds between line items within each program budget (Administration, Fixed Route, Microtransit and Paratransit) but not across programs.
7. **Carries forward unfinished projects:** Authorizes the Executive Director to continue work budgeted and contracted for in FY 2023-2024 or prior years that has not yet been completed as of the start of FY2024-2025.
8. **Allows flexible use of funding:** Gives the Executive Director the flexibility to reprogram available funding to support eligible expenses within the approved budget if doing so is advantageous to the District;
9. **Authority to Apply State Transit Funding to authorized capital projects:** Authorizes Executive Director to apply YoloTD State Transit Assistance (STA) and Local Transportation Funds (LTF) allocated for FY 2024-2025 (including any adjustment to that allocation), and any other funds reserved for capital projects and available YoloTD unrestricted funds to cover costs associated with the projects listed in the FY 2024-2025 budget Table 2.1 Capital and Planning projects;
10. **Requires Quarterly Budget Reports to Board.** The Executive Director is responsible for monitoring revenues and expenditures to ensure budgeted service levels are maintained and to propose solutions in case of unanticipated financial changes.
11. **Special Meetings on Use of State Transit Funds and Other Budget Matters:** Directs the Executive Director to organize a special meeting, or series of meetings, of the Board of Directors to discuss the allocation of Transportation Development Act (TDA) funding among YoloTD and its member jurisdictions, and any other matters related to the YoloTD budget.

Attachments:

- A. Overview of YoloGo and Status of Implementation
- B. Resolution 2024-12 Adopting the Revised Draft Budget as the Final (or Preliminary) FY2024-25 Budget.
- C. Revised Draft Budget for FY 2024-25

Attachment A: Overview of YoloGo Plan and Status of Implementation

At the May 2024 Board meeting, questions arose about the YoloGo study which was approved by the Board in 2021. This section provides an overview of YoloGo and our efforts to implement its key recommendations.

The full YoloGo final report is available here:

<https://yolotd.org/planning-projects/transit/yologo-study/>

What is YoloGo?

YoloGo is a Comprehensive Operations Assessment conducted for the Yolo Transportation District (YCTD) and its Yolobus transit services in 2019-2021. The YoloGo study was a multi-year effort to improve Yolobus transit services through an extensive review of performance data, discussions with stakeholders and the public, and resulted in specific strategies and service changes to improve YCTD and Yolobus operations.

Financially Constrained: Two service expansion scenarios were evaluated – one that maintained existing funding levels (adjusted for inflation) and another that increased funding by 10%. The final, Board-approved YoloGo plan kept service within existing funding levels.

Expansions Offset by Cuts Elsewhere: YoloGo called for expansion of service on the most productive routes – particularly the Route 42 A/B - and offset the cost of that expansion by discontinuing less-productive routes.

Covered All Aspects of YoloTD Operations: While changes in transit service are a key focus of this discussion, the study also looked at all aspects of the agency including administrative practices, cost allocations, staffing structure and customer experience.

YoloGo and COVID

March 2020: Pre-COVID Draft Reviewed by Board

A draft of the YoloGo study was completed and presented to the YoloTD Board in March 2020. In light of the COVID pandemic, the Board put the study on hold and subsequently directed staff to go back and revisit YoloGo's assumptions in the midst of the pandemic.

May 2020: Emergency Service Cuts

In response to the onset of the pandemic, Yolobus drastically cut service – more than double the service cuts that were proposed in the first draft of YoloGo. Fourteen (14) routes were completely suspended, and service was reduced on all remaining routes, mostly by cutting early morning and evening trips. Table 1 shows the routes that were suspended and reduced during COVID.

Table 1: YoloBus services discontinued or reduced in May 2020*

Discontinued routes	Reduced-service routes
210 West Woodland Local	35 Southport Local
214 East Woodland Local	40 West Sacramento Local
216 Knights Landing/Woodland	41 West Sacramento Local
217 Dunnigan/Yolo/Woodland	42A Intercity Loop
220 Davis/Winters/Vacaville (replaced by microtransit)	42B Intercity Loop
39 Southport/Sacramento Commute	211 West Woodland Local
220C Winters/Davis	212 East Woodland Local
242 Woodland/Davis Commute	240 West Sacramento/Sacramento Shuttle
243 Woodland/UC Davis Commute	241 West Sacramento/Sacramento Commute
43R Sacramento/UC Davis Express	43 Davis/Sacramento Express
44 South Davis/Sacramento Express	45 Woodland/Sacramento Express
45X Woodland/Sacramento Express	230 West Davis/Sacramento Express
46 Woodland/Sacramento Express	
232 Davis/Sacramento Express	

June 2020 – March 2021: Assessing COVID’s Impact

To understand the impact of COVID, staff and consultants conducted a second round of data collection and public outreach in late 2020 and early 2021. They found that some routes had experienced steep drops in ridership – particularly those routes which served 9-5 office workers. In contrast, ridership declined less on routes that were used by “essential workers” and transit-dependent groups who rely on transit for their basic needs (groceries, medical appointments, etc). Based on this new information, an updated set of recommendations were incorporated into the YoloGo study to prioritize routes that serve these essential workers and transit-dependent groups.

April 2021: Final Plan Adopted One Year Into the Pandemic

The final YoloGo Plan was unanimously approved by the Board in April 2021. It called for permanently discontinuing the fourteen (14) suspended routes and immediately restoring or expanding service on routes that remained productive during COVID. It recommended establishing ‘triggers’ for restoring additional services – particularly commuter services - post-pandemic. All fourteen low-performing routes were permanently discontinued a month later, and service restorations and expansions were planned to roll out in September 2021.

YoloGo’s Implementation Delayed by Driver Shortage

Sept 2021: Driver Shortage Halts Service Restoration, Forces Additional Cuts

The number of transit workers at YoloBus suddenly dropped after a new labor contract took effect on September 1, 2021. This was just weeks before the planned service restorations and expansions were scheduled to take effect. In response, the Board held an emergency meeting to cancel the planned expansions and made *additional*, unplanned service cuts. Specifically, we suspended all remaining Express Bus services, including those that YoloGo had intended to preserve. These service cuts were unpopular and received critical coverage from local and regional print and TV news outlets.

https://www.wintersexpress.com/news/local/yolobus-suspending-routes-connecting-county-residents-to-downtown-sacramento/article_c141af38-3828-5739-864b-1de95aaa0f08.html

<https://www.dailydemocrat.com/2021/09/21/yolobus-suspends-several-bus-routes-amid-driver-shortage/>

2022-2024: Limited Restoration and Expansion

After negotiating a contract amendment to increase wages for transit workers, the driver situation stabilized and has gradually recovered. As a result, we've taken an incremental approach to rolling out YoloGo's service restorations and expansions, rather than delivering them all at once.

Over the last two years, we have successfully implemented many, but not all, of the Board-approved YoloGo service restorations and expansions.

YoloGo also recommended additional expansion and restoration of the 42A/B and Express services once certain triggers are met. Table 2 shows all the service changes proposed in YoloGo and their current status.

Table 2: YoloGo Approved Service Changes and Their Current Status

Route	Jurisdiction	YoloGo Action	Status
42 A/B	Intercity	30-minute service peak hours only; Streamline routing in Davis and downtown Sacramento; restore early/late trips	Complete
35	West Sacramento	Discontinue, replace with 37	Complete
39	West Sacramento	Discontinue, replace with 37	Complete
40	West Sacramento	Restore early/late trips	Incomplete
41	West Sacramento	Restore early/late trips	Incomplete
240	West Sacramento	Restore early/late trips	Incomplete
241	West Sacramento	Discontinue	Complete
242	Woodland/UC Davis	Discontinue	Complete
243	Woodland/UC Davis	Discontinue	Complete
210	Woodland	Discontinue	Complete
211	Woodland	Restore early/late trips	Complete
212	Woodland	Restore early/late trips	Complete
214	Woodland	Discontinue	Complete
216	Woodland/Knights Landing	Discontinue, replace with microtransit	Complete
45	Woodland Express	Continue reduced service	Incomplete
45X	Woodland Express	Discontinue	Complete
46	Woodland Express	Discontinue	Complete
217	Woodland/Dunnigan	Discontinue	Complete
Micro	Woodland	Launch new microtransit (BeeLine)	Complete
220	Winters/Davis	Discontinue, replace with microtransit	Complete
220C	Winters	Restore	Incomplete
43	Davis Express	Continue reduced service	Incomplete
43R	Davis Express (Reverse)	Restore	Complete
44	Davis Express	Discontinue	Complete
230	Davis Express	Continue Reduced Service	Incomplete
232	Davis Express	Discontinue	Complete

More Detail on Restoration of Davis Express Routes

The current FY 2023-24 budget and the draft FY 2024-25 budget both propose restoring express bus service on Express Routes 43 and 230 which connect Davis with Downtown Sacramento. These restorations are consistent

with YoloGo. As noted above, the majority of YoloBus express routes (5 out of 8) were suspended in May 2020 due to COVID, and then permanently discontinued after the approval of YoloGo.

The remaining three express routes were cut again in September 2021 due to the driver shortage. At the time of the Board’s action, it was emphasized that these cuts were intended to be temporary and would be restored once sufficient drivers were available.

We partially restored one daily trip each on Express Routes 43 and 230 in April 2021, which was the level we could sustain with our available driver resources at the time.

One daily trip provides no flexibility to travelers; and because the routing of these services does not overlap with the Route 42A/B, if passengers miss their return trip home, they face a long walk to/from the nearest 42A/B stop - on both ends of their trip – or they must find another way to get home. For this reason, YoloGo recommends at least two daily trips for each Express route (See Table 2).

Nonetheless, demand for this service is growing; ridership has increased an average of 15% across our express routes over the last year, indicating the resurgent demand for these services.

The proposed FY 2024-25 Budget also proposes restoring Route 44, connecting South Davis to downtown Sacramento. This express route was permanently discontinued as part of YoloGo. However, it had the highest pre-COVID ridership of all the discontinued Express Routes, and a vocal constituency of South Davis residents has objected to its suspension since 2021. Calls to restore the Route 44 began again in September 2022 when the Route 42A/B service was rerouted to Fifth Street, eliminating all stops in South Davis.

At the March 2023 Board meeting, the Board discussed the impact of losing both the Route 44 and the 42A/B in South Davis, thereby eliminating all transit service from South Davis to Sacramento. The Board directed staff to come back with a proposal to restore Route 44 service. This was included in the current, Board-approved FY 2023-24 budget but not yet implemented, so we have included it again in the proposed budget for FY 2024-25.

Table 3: Davis Express Bus Service Proposed for Restoration in FY 2024-25

Express Route	Pre-COVID Service	YoloGo Approved Service	Current Service	Proposed Service for FY 2024-25
43: Central Davis to Downtown Sacramento	AM: 5 trips PM: 5 trips	AM: 2 trips PM: 3 trips	AM: 1 trip PM: 1 trip	AM: 3 trips PM: 3 trips
230: West/North Davis to Downtown Sacramento	AM: 3 trips PM: 3 trips	AM: 2 trips PM: 2 trips	AM: 1 trip PM: 1 trip	AM: 3 trips PM: 3 trips
44: South Davis to Downtown Sacramento	AM: 3 trips PM: 3 trips	Discontinued	None*	AM: 3 trips PM: 3 trips

RESOLUTION NO. 2024-12

**APPROVING THE PRELIMINARY FISCAL YEAR 2024-2025 BUDGET AND COST OF LIVING
ADJUSTMENT, AUTHORIZED POSITIONS AND SALARIES**

- WHEREAS, (1) Pursuant to Yolo County Transportation District (YoloTD) enabling legislation, a duly noticed public hearing has been held regarding the attached proposed preliminary annual budget for Fiscal Year (FY) 2024-2025, and the proposed draft budget was available for public inspection at least 15 days prior to the hearing; and
- WHEREAS, (2) Yolo County Transportation District’s bylaws state in pertinent part: “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;” and
- WHEREAS, (3) Chapter 8 of the YoloTD Personnel Policy provides that, subject to Board approval, a Cost of Living Adjustment may be applied to YoloTD salaries that shall be based on the increase in the “All Urban Consumers” category of the California Consumer Price Index (CPI), between April (two calendar years before the adjustment) and April (one calendar year before the adjustment), *i.e.*, the July 1, 2024 adjustment will use the CPI time period of April 2022 and April 2023. The salary scales may be adjusted annually by at least two percent (2%) and not more than four percent (4%), as per the policy; and
- WHEREAS, (4) The CPI for April 2022 was 316.847 and for April 2023 was 330.049, resulting in an increase between April 2022 and April 2023 of 4.176%; and
- WHEREAS, (5) The YoloTD Personnel Policy provides that the Board of Directors may from time to time amend the Authorized Position Resolution, setting forth the classification and number of full-time equivalent positions as recommended by the Executive Director; and
- WHEREAS, (6) The YoloTD Personnel Policy provides that the Board of Directors may from time to time amend the Authorized Salary Resolution, as recommended by the Executive Director; and
- WHEREAS, (7) The YoloTD General Reserve Policy target is 25% of budgeted operating expenditures; and
- WHEREAS, (8) The Sacramento Area Council of Governments (SACOG) made an initial allocation of State Transit Assistance (STA) funds to YoloTD of \$2,845,757 and \$13,912,732 in Local Transportation Fund (LTF) revenue for Yolo County jurisdictions for FY 2024-2025, subject to revision in August 2024; and
- WHEREAS, (9) The Executive Director is responsible for monitoring revenues and expenditures to ensure that the budgeted service levels can be provided within the anticipated resources available to the District, or to inform the Board and propose rebalancing solutions as soon as possible in the event of unanticipated revenue shortfalls or expenditure increases that could affect the District’s ability to maintain budgeted service levels.

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

- RESOLVED, (a) The attached Revised Draft YoloTD FY 2024-2025 Budget is adopted as a Final budget;
- RESOLVED, (b) That a Cost-of-Living Adjustment of 4% is applied to all existing staff salaries, including Extra Help, but excluding the Executive Director, and to the salary ranges shown in the attached FY 2024-2025 Budget Table 1.1b, effective July 3, 2024, and that such adjustment by this resolution shall be considered an amendment to the Authorized Salary Resolution as provided by the YoloTD Personnel Policy;
- RESOLVED, (c) The positions included in the attached FY 2024-2025 Budget Table 1.1b are approved, and such approval shall be considered an amendment to the Authorized Position Resolution, as provided for in the YoloTD Personnel Policy;
- RESOLVED, (d) That the Executive Director is authorized to reclassify staff or change the classification of vacant positions based on actual work plans for the associated positions, provided that expenditure projections show that such reclassifications will not cause the fiscal year budget for salaries and benefits to be exceeded, and provided that the creation of new classifications or adjustments to classification salary ranges continues to require Board approval;
- RESOLVED, (e) That the Executive Director is authorized to commit an additional Three Hundred Fifty-One Thousand (\$351,000) in unrestricted fund balance to the General Reserve to meet the policy target of 25% of budgeted operating expenses;
- RESOLVED, (f) That the Executive Director is authorized to move appropriation authority between expenditure categories within each program's operating budget (Administration, Fixed Route, Microtransit and Paratransit), provided that the total budget is not increased and ongoing service reductions are not implemented without Board approval;
- RESOLVED, (g) That the Executive Director is authorized to carry forward appropriation authority and fund balance to support payment of work budgeted and contracted for in FY 2023-2024 or prior years that has not yet been completed as of the start of FY 2024-2025.
- RESOLVED, (h) That the Executive Director is authorized to reprogram available grant and local funding to support eligible expenses within the approved operating and capital and planning project budgets in order to draw down expiring funds, maximize funding flexibility, and whenever otherwise advantageous to the District;
- RESOLVED, (i) That the Executive Director or their designee is authorized to apply YoloTD State Transit Assistance and Local Transportation Funds allocated for FY 2024-2025 (including any adjustment to that allocation), and any other funds reserved for capital projects and available YoloTD unrestricted funds to cover costs associated with the projects listed in the FY 2024-2025 budget Table 2.1 Capital and Planning projects;
- RESOLVED, (j) That the Executive Director or their designee shall provide budget status reports at the regularly scheduled November 2024, February 2025 and May 2025 Board meetings, or at any other time that may be requested by the Board, that shall include updated revenue and expenditure projections, and, in the event of anticipated revenue shortfalls or expenditure overruns, shall propose budget rebalancing options.
- RESOLVED, (k) That the Executive Director or their designee shall organize a special meeting, or series of meetings, of the Board of Directors to discuss the allocation of Transportation Development Act

(TDA) funding among YoloTD and its member jurisdictions, and any other matters related to the YoloTD budget. This meeting or meetings shall held in accordance with Brown Act.

PASSED AND ADOPTED by the Board of Directors of the Yolo District Transportation District, District of Yolo, State of California, this 10th day of June 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk
Board of Directors

By _____
Kimberly Hood, District Counsel

REVISED DRAFT BUDGET

FISCAL YEAR 2024-2025

June 7, 2024

Yolobus

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Introduction from the Executive Director

I'm pleased to share with you the enclosed Budget for Fiscal Year 2024-2025. New for this year, we've also developed a concurrent Workplan with input and collaboration from the entire staff. Together, the Budget and Workplan provide a blueprint to guide our efforts over the coming Fiscal Year (July 1, 2024 – June 30, 2025).

Highlights of the Workplan and Budget include:

- Complete planning for the new Downtown Woodland Transit Center.
- Complete community outreach and planning for the Yolo Active Transportation Corridors (YATC) project.
- Analyze BeeLine ridership data and feedback and consider adjustments to services to meet demand.
- Envision the future of Yolobus with our Short Range Transit Plan and Zero Emission Bus Implementation Plan.
- Revisit Route 42A/B schedule and routing to serve new Downtown Woodland Transit Center and minimize delays and detours in downtown Sacramento due to special events.
- Complete the transition to Automatic Passenger Counters (APCs) to provide more robust and accurate data about our transit services.
- As state workers return to in-person work in downtown Sacramento, restore suspended Express bus service from Davis and Woodland.
- New marketing campaigns targeting state workers and UC Davis affiliates, along with major sports events and special events in areas served by Yolobus.

Thanks for your continued support and partnership in addressing the transportation needs of our diverse Yolo County communities. We welcome your feedback and input.

Autumn Bernstein
Executive Director

Budget Overview

The Yolo County Transportation District (YoloTD) provides fixed route, microtransit and paratransit services within Yolo County and between Yolo County and the City of Sacramento. YoloTD is also responsible for multimodal transportation planning within Yolo County. The YoloTD Budget for Fiscal Year 2022-25 (beginning July 1, 2024 and ending June 30, 2025), consists of the following:

FY 2024-25 YoloTD Budget Overview Table

Program	FY 2024-25 Operating Budget	Multi-Year Capital Projects			Total FY 2024-25
		Carryforward	FY 2024-25 Appropriation	Total Multi-year Projects	
Administration	\$3,391,860	\$0	\$0	\$0	\$3,391,860
Fixed Route	\$12,200,158	\$3,176,629	\$1,111,000	\$4,287,629	\$16,487,787
Microtransit	\$2,186,389	\$0	\$0	\$0	\$2,186,389
Paratransit	\$3,066,001	\$0	\$360,000	\$360,000	\$3,426,001
Multi-Modal	\$0	\$2,320,293	\$510,000	\$2,830,293	\$2,830,293
Reserves Funding	\$0	\$0	\$79,000	\$79,000	\$79,000
Total	\$20,844,407	\$5,496,922	\$2,060,000	\$7,556,922	\$28,401,329
FY 2023-24 Budget	\$19,709,000			\$5,498,200	\$25,207,200
Change	\$1,135,407			\$2,058,722	\$3,194,129
Percent Change	6%			37%	13%

Administration Operating Budget

Table 1.1a shows the proposed \$3.4 million FY 2024-25 Administration budget, which includes labor costs, other central administrative expenses, and the costs and revenues associated with selling fuel to outside users at our compressed natural gas (CNG) refueling station.

The proposed Administration budget represents an increase of \$205,860 (6%) compared to the FY 2023-24 budget, including the following:

- a. The net increase in salary and benefit costs of \$258,000 (11%), after allocation of certain salary and benefit costs to grant-funded projects. This increase reflects the following changes from last year:
 - 3% increase in salary to account for anticipated COLA adjustment of 4% - pending Board approval. The salary benchmarking survey adjustments that were approved and implemented in April 2024 were anticipated and included in the FY 2023-24 budget.
 - 11% increase in benefit costs. The benefits budget continues to reflect the expectation that YoloTD's retiree health benefits will not draw upon the operating budget, thanks to investment earnings on YoloTD's retiree health benefit trust fund.
 - 79% increase in intern/temp costs, to account for expansion of our intern program to include transportation planning and communications internships, as well as our traditional transit operations internships.

- b. The proposed staffing shown in Table 1.1b anticipates very few changes to our staffing structure for the upcoming fiscal year:
 - No changes to the total number of Regular, Budgeted FTEs (15)
 - Eliminates the limited-term Associate Transportation Planner position that was funded by the Yolo 80 Managed Lanes Tolling Advance Planning grant.
 - Replaces one Associate Transportation Planner with one additional Senior Transportation Planner position, as approved by the YoloTD Board in April 2024.
 - Reflects the transition to a five-step classification system that was approved as part of the recent salary benchmarking study in April 2024.

- c. There is a 51% increase in "other administrative expenses" which includes items such as Human Resources consulting, facility security and cleaning, and office supplies. This year, it includes an increase of \$40,000 for accounting/auditing/actuarial services to assist YoloTD staff in addressing issues raised in our FY 2022-23 audit.

The revenues supporting the Administration budget consist primarily of:

- a. \$1.5 million in Transportation Development Act State Transit Assistance and Local Transportation Fund (STA/LTF), increasing 5% (\$80,000) from FY 2023-24. Table 1.1c provides further details.
- b. \$1.3 million in Yocha Dehe Wintun Nation/Cache Creek Casino Mitigation Funds, increasing from \$1.2 million budgeted in FY 2023-24. This is based on updated estimates as to the cost of service benefiting

the casino area.

- c. Other general revenues that YoloTD can use to support its general operations, including low carbon/renewable energy credits, outside fuel sale royalties, advertising revenue, and interest revenue.

Table 1.1a. Annual Operating Budget - Administration

Administration Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$1,512,000	\$1,666,061	\$154,061	10%
Cache Creek Mitigation	\$1,192,000	\$1,245,799	\$53,799	5%
Low Carbon/Renewable Energy Credits	\$200,000	\$110,000	(\$90,000)	-45%
Net Outside Fuel Sales	\$140,000	\$200,000	\$60,000	43%
Interest Revenue	\$100,000	\$120,000	\$20,000	20%
Advertising Revenue	\$42,000	\$50,000	\$8,000	19%
Total Administration Operating Revenues	\$3,186,000	\$3,391,860	\$205,860	6%

Administration Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Regular Employee Salaries	\$1,922,000	\$1,975,000	\$53,000	3%
Intern/Temp Employee Salaries	\$56,000	\$100,000	\$44,000	79%
Overtime	\$5,000	\$20,000	\$15,000	300%
Employee Salaries allocated to Projects	(\$180,000)	(\$100,000)	\$80,000	-44%
Subtotal Salaries	\$1,803,000	\$1,995,000	\$192,000	11%
PERS Employer Contribution	\$191,000	\$202,000	\$11,000	6%
PERS UAL Payment	\$176,000	\$191,000	\$15,000	9%
Health Insurance Employer Contribution	\$240,000	\$255,000	\$15,000	6%
Retiree Health Insurance	\$0	\$0	\$0	0%
Medicare Contribution	\$29,000	\$30,000	\$1,000	3%
Other Employee Benefits	\$20,000	\$24,000	\$4,000	20%
Benefits allocated to Projects	(\$44,000)	(\$24,000)	\$20,000	0%
Subtotal Benefits	\$612,000	\$678,000	\$66,000	11%
Subtotal Personnel Costs	\$2,415,000	\$2,673,000	\$258,000	11%
Technology	\$105,000	\$121,000	\$16,000	15%
Marketing & Communications	\$105,000	\$77,000	(\$28,000)	-27%
Other Operating Expenses	\$132,000	\$199,860	\$67,860	51%
Legal Services	\$85,000	\$40,000	(\$45,000)	-53%
Employee Training	\$57,000	\$30,000	(\$27,000)	-47%
Utilities	\$51,000	\$40,000	(\$11,000)	-22%
Memberships	\$31,000	\$30,000	(\$1,000)	-3%
Unitrans Pass-Thru for Uninc Area Service	\$24,000	\$24,000	\$0	0%
Facilities Maintenance	\$19,000	\$45,000	\$26,000	137%
Directors Stipends and Expenses	\$12,000	\$12,000	\$0	0%
Contingencies	\$150,000	\$100,000	(\$50,000)	-33%
Total Administrative Operating Expenses	\$3,186,000	\$3,391,860	\$205,860	6%

Table 1.1b. Authorized FTE and Classification Salary Scales

The District completed the salary benchmarking survey initiated during FY 2023-2024 to align salary ranges with comparable agencies. The Board approved the updated salaries on April 8, 2024, implementing a 5-Step salary scale. This process was in line with the District's plan since July 1, 2023, to ensure that compensation remains competitive and reflective of market standards. The salary for the Executive Director was not included in the salary revisions or the adjustment for Cost-of-Living.

Authorized Regular FTE Positions	Fiscal Year		Step	Salary
	23-24	24-25		
Executive Director	1	1	-	\$211,860
Director of Finance & Administration	1	1	1	\$164,287
			2	\$175,781
			3	\$188,086
			4	\$201,252
			5	\$215,342
Director of Transit Operations	1	1	1	\$151,719
			2	\$162,340
			3	\$173,703
			4	\$185,863
			5	\$198,873
Director of Planning	1	1	1	\$153,017
			2	\$163,728
			3	\$175,189
			4	\$187,453
			5	\$200,574
IT Specialist	1	1	1	\$101,712
			2	\$108,838
			3	\$116,451
			4	\$124,600
			5	\$133,324
IT Systems Support Technician	1	1	1	\$70,861
			2	\$75,828
			3	\$81,132
			4	\$86,811
			5	\$92,889
Senior Transportation Planner	1	2	1	\$110,248
			2	\$117,961
			3	\$126,223
			4	\$135,059
			5	\$144,506
Associate Transportation Planner	1	0	1	\$85,451
			2	\$91,441
			3	\$97,831
			4	\$104,682
			5	\$112,008
Assistant Transportation Planner	2	2	1	\$70,936
			2	\$75,891
			3	\$81,207
			4	\$86,898
			5	\$92,976
Communications/Marketing Specialist	1	1	1	\$88,708
			2	\$94,910
			3	\$101,562
			4	\$108,663
			5	\$116,276
Executive Assistant/Clerk of the Board	1	1	1	\$72,596
			2	\$77,676
			3	\$83,117
			4	\$88,932
			5	\$95,160
Accountant (previously "Senior Finance & HR Associate")	2	2	1	\$81,582
			2	\$87,298
			3	\$93,413
			4	\$99,940
			5	\$106,941
Accounting Technician (previously "Finance & HR Associate")	1	1	1	\$59,505
			2	\$63,673
			3	\$68,128
			4	\$72,896
			5	\$78,000
Total, Budgeted FTE's	15	15		
Intern - 999 Max hours per FY	4	6	1	\$18,059
			2	\$19,009
			3	\$20,010
Limited-Term Positions			Min	Max
Associate Transportation Planner	1	0	\$85,451	\$112,008

Table 1.1c. FY 2024-25 YoloTD Jurisdictions STA and LTF Allocations

	Davis			Woodland		
	Final	Prelim	Change	Final	Prelim	Change
	FY 2023-24	FY 2024-25		FY 2023-24	FY 2024-25	
STA Estimate by Jurisdiction	\$1,016,790	\$1,008,251	-0.8%	\$717,563	\$716,065	-0.2%
LTF Estimate by Jurisdiction	\$4,519,271	\$4,037,325	-10.7%	\$4,189,604	\$3,771,769	-10.0%
Total STA/LTF by Jurisdiction	\$5,536,061	\$5,045,576	-8.9%	\$4,907,167	\$4,487,834	-8.5%
STA/ LTF to YoloTD						
YoloTD Admin	\$453,124	\$483,473	6.7%	\$420,070	\$451,672	7.5%
Total, Transit Services	\$2,455,000	\$2,219,000	-9.6%	\$2,124,064	\$1,913,242	-9.9%
STA to YoloTD	\$1,016,790	\$1,008,251	-0.8%	\$717,563	\$716,065	-0.2%
LTF to YoloTD	\$1,891,334	\$1,694,222	-10.4%	\$1,826,571	\$1,648,849	-9.7%
Total YoloTD STA + Share of LTF	\$2,908,124	\$2,702,473	-7.1%	\$2,544,134	\$2,364,914	-7.0%
STA Retained by Jurisdiction	\$0	\$0	0.0%	\$0	\$0	0.0%
LTF Retained by Jurisdiction	\$2,627,937	\$2,343,103	-10.8%	\$2,363,033	\$2,122,920	-10.2%
Total Retained by Jurisdiction	\$2,627,937	\$2,343,103	-10.8%	\$2,363,033	\$2,122,920	-10.2%
	West Sacramento			Winters		
	Final	Prelim	Change	Final	Prelim	Change
	FY 2023-24	FY 2024-25		FY 2023-24	FY 2024-25	
STA Estimate by Jurisdiction	\$630,458	\$647,975	2.8%	\$88,560	\$90,093	1.7%
LTF Estimate by Jurisdiction	\$3,681,030	\$3,413,117	-7.3%	\$517,073	\$474,549	-8.2%
Total STA/LTF by Jurisdiction	\$4,311,488	\$4,061,092	-5.8%	\$605,633	\$564,642	-6.8%
STA/ LTF to YoloTD						
YoloTD Admin	\$369,078	\$408,723	10.7%	\$17,958	\$56,828	216.4%
Total, Transit Services	\$2,661,725	\$2,464,895	-7.4%	\$163,000	\$118,064	-27.6%
STA to YoloTD	\$630,458	\$647,975	2.8%	\$88,560	\$90,093	1.7%
LTF to YoloTD	\$2,400,345	\$2,225,643	-7.3%	\$92,398	\$84,799	-8.2%
Total YoloTD STA + Share of LTF	\$3,030,803	\$2,873,618	-5.2%	\$180,958	\$174,892	-3.4%
STA Retained by Jurisdiction	\$0	\$0	0.0%	\$0	\$0	0.0%
LTF Retained by Jurisdiction	\$1,280,685	\$1,187,474	-7.3%	\$424,675	\$389,750	-8.2%
Total Retained by Jurisdiction	\$1,280,685	\$1,187,474	-7.3%	\$424,675	\$389,750	-8.2%
	Yolo County			Total (Rounded)		
	Final	Prelim	Change	Final	Prelim	Change
	FY 2023-24	FY 2024-25		FY 2023-24	FY 2024-25	
STA Estimate by Jurisdiction	\$428,364	\$383,373	-10.5%	\$2,882,000	\$2,845,757	-1.3%
LTF Estimate by Jurisdiction	\$2,501,069	\$2,215,972	-11.4%	\$15,408,000	\$13,912,732	-9.7%
Total STA/LTF by Jurisdiction	\$2,929,433	\$2,599,345	-11.3%	\$18,290,000	\$16,758,489	-8.4%
STA/ LTF to YoloTD						
YoloTD Admin	\$250,769	\$265,364	5.8%	\$1,511,000	\$1,666,061	10.3%
Total, Transit Services	\$177,595	\$118,009	-33.6%	\$7,581,384	\$6,833,210	-9.9%
STA to YoloTD	\$428,364	\$383,373	-10.5%	\$2,882,000	\$2,845,757	-1.3%
LTF to YoloTD	\$0	\$0	n/a	\$6,211,000	\$5,653,513	-9.0%
Total YoloTD STA + Share of LTF	\$428,364	\$383,373	-10.5%	\$9,092,384	\$8,499,271	-6.5%
STA Retained by Jurisdiction	\$0	\$0		\$0	\$0	
LTF Retained by Jurisdiction	\$2,501,069	\$2,215,972	-11.4%	\$9,197,000	\$8,259,219	-10.2%
Total Retained by Jurisdiction	\$2,501,069	\$2,215,972	-11.4%	\$9,197,616	\$8,259,218	-10.2%

State Transit Assistance (STA) funds are derived from a Statewide tax on diesel fuel. The State Controller's Office allocates the tax revenue by formula. STA funding can only be used for transportation planning and mass transportation purposes.

Local Transportation Fund (LTF) allocations are derived from a ¼ cent of the general sales tax collected statewide and is intended to "improve existing public transportation services and encourage regional transportation coordination."

Fixed Route Annual Operating Budget and Service Levels

Table 1.2a shows the proposed **\$12.2 million** FY 2024-25 Fixed Route operating budget. The proposed service levels are provided in Table 1.2b.

The proposed Fixed Route budget represents an increase of **\$0.1 million (1%)** above FY 2023-24, primarily due to an anticipated one-time expense to lease up to 8 passenger buses, at a cost of \$480,000, to maintain current levels of service while we plan our transition from compressed natural gas to battery-electric as our primary fuel source.

The revenues supporting the Fixed Route budget are comprised of:

- a. \$4.2 million in STA/LTF from member jurisdictions, a decrease of 6%, as shown in Table 1.1c.
- b. \$1.2 million in passenger fares.
- c. \$2.1 in million in FTA 5307 CARES Act funding.
- d. \$1.8 million in Federal Transit Administration (FTA) 5307 Urbanized Area Formula Funds.
- e. \$0.4 million in FTA 5307 Congestion Mitigation and Air Quality (CMAQ) funding to support Route 42 expansion.
- f. \$0.3 million in FTA 5307 funds from Sacramento Regional Transit (SacRT) and \$0.3 million from UC Davis to support the Causeway Connection Route 138.
- g. \$0.4 million in State Transit Assistance (STA) State of Good Repair (SGR) funds to support vehicle maintenance.
- h. \$1.1 million in SB 125 (California Transit Recovery) Funds

Table 1.2a. Annual Operating Budget - Fixed Route

Fixed Route Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$4,822,000	\$4,524,895	(\$297,105)	-6%
FTA 5307 ARPA	\$3,012,000	\$0	(\$3,012,000)	n/a
FTA 5307 CARES	\$894,000	\$2,152,143	\$1,258,143	141%
FTA 5307 Formula Funds	\$1,181,000	\$1,769,696	\$588,696	50%
Passenger Fares	\$1,000,000	\$1,175,000	\$175,000	18%
FTA 5307/CMAQ for Route 42 Expansion	\$405,000	\$400,000	(\$5,000)	-1%
FTA/SacRT 5307 Causeway Connection	\$285,000	\$319,807	\$34,807	12%
UC Davis Funds for Causeway Connection	\$285,000	\$293,353	\$8,353	3%
STA-SGR State of Good Repair Funds	\$212,000	\$324,901	\$112,901	53%
Low Carbon Transportation Operating Program (LCTOP)	\$0	\$130,000	\$130,000	
FTA/Caltrans 5311 Rural Formula and CRSAA Funds	\$0	\$0	\$0	0%
SB 125	\$0	\$1,110,363	\$1,110,363	
Carryforward Fund Balance	\$13,000	\$0	(\$13,000)	
Total Fixed Route Operating Revenues	\$12,109,000	\$12,200,158	\$91,158	1%

Fixed Route Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Contracted Transportation	\$9,271,000	\$8,774,127	(\$496,873)	-5%
Fuel	\$1,032,000	\$1,043,819	\$11,819	1%
Insurance	\$776,000	\$684,310	(\$91,690)	-12%
Vehicle Maintenance	\$262,000	\$324,901	\$62,901	24%
Technology	\$260,000	\$308,000	\$48,000	18%
Utilities	\$230,000	\$270,000	\$40,000	n/a
Facilities Maintenance	\$50,000	\$156,000	\$106,000	212%
Marketing & Communications	\$45,000	\$24,000	(\$21,000)	-47%
Electric Vehicle Charging	\$33,000	\$35,000	\$2,000	6%
Equipment/Fleet Leases	\$0	\$480,001	\$480,001	
Contingencies	\$150,000	\$100,000	(\$50,000)	-33%
Total Fixed Route Operating Expenses	\$12,109,000	\$12,200,158	\$91,158	1%

Fixed Route Bus Service Assumptions

The FY 2024-25 budget largely maintains current service levels and represents a net decrease in budgeted hours and miles by about 25% compared to the current year budget. This is due to the postponement of several service increases which were envisioned in the current year budget but were not implemented due to a variety of factors.

Fixed-Route Services

- Route 42A/42B: Intercity service connecting Woodland, Davis, West Sacramento, Sacramento International Airport, and Downtown Sacramento. 42A operates in a clockwise direction, 42B operates in a counterclockwise direction. The FY 2023-24 budget envisioned a mid-year service expansion of up to 16 additional daily trips, a 25% increase over current service levels. This service expansion was scheduled to take effect in January 2024 but was postponed due to ongoing challenges with driver recruitment/retention and maintaining our aging fleet of fixed-route buses. The FY 2024-25 budget continues to postpone that service increase and maintains 42A/B service at current levels. This results in a net reduction of hours and miles compared to last year’s budget.
- Route 37: Services southern West Sacramento. No changes to current service levels.
- Route 40: Serves northern West Sacramento in a counterclockwise direction. No changes to current service

levels.

- Route 41: Serves northern West Sacramento in a clockwise direction. No changes to current service levels.
- Route 240: Serves West Capital Ave and IKEA Shopping center. No changes to current service levels.
- Route 43/43R Express: Express service connecting Davis to Sacramento. Suspended due to driver shortage. Limited return in April of 2022. FY 2024-2025 resumes up to three trips in the morning and evening peaks, and one trip of the 43R reverse commute route in the morning and evening peak periods. This was envisioned in the current year budget but not implemented. With the return-to-work orders for California state workers taking effect in June 2024, we are already seeing an increase in ridership on our limited express service. This would return the service to approximately 60% of pre-suspension levels.
- Route 44: Express service connecting south Davis to Sacramento. Suspended during COVID and to support YoloGo recommendation. The service plan is to resume up to three morning and evening peak period trips to meet demand from south Davis, specifically due to the Route 42 route adjustment. This was envisioned in the current year budget but not implemented. With the return-to-work orders for California state workers taking effect in June 2024, we are already seeing an increase in ridership on our limited express service. This would return the service to approximately 100% of pre-suspension levels.
- Route 230: Express service connecting West Davis to Sacramento. The service plan is to resume up to three morning and evening peak period trips to meet anticipated demand. This was envisioned in the current year budget but not implemented. With the return-to-work orders for California state workers taking effect in June 2024, we are already seeing an increase in ridership on our limited express service. This would return the service to 100% of pre-suspension levels.
- Route 211: Local Woodland service operating in a clockwise direction. No changes to current service.
- Route 212: Local Woodland service operating in a counterclockwise direction. No changes to current service.
- Causeway Connection: Express service connecting UC Davis, Davis, Sacramento, and the UC Davis Medical Center. No planned service changes.

Table 1.2b. Fixed Route Service Hours and Miles

Route	Community / Destinations	Operating Days	FY2023-24						Proposed FY 2024-25	Proposed FY 2024-25		% Change from Current Actual	
			Budgeted Trips ¹	Actual Trips ¹	Budgeted Hours	Actual Hours	Budgeted Miles	Actual Miles	Trips	Hours	Miles	Hours ²	Miles ²
42A* 42B*	Intercity, Woodland, Davis, West Sacramento, Sacramento International Airport, Downtown Sacramento	MON-FRI SAT - SUN	70	54	56,949	44,302	1,274,569	1,106,888	54	44,303	1,106,888	0%	0%
37	Southport Gateway West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	13	4,845	3,895	86,953	51,435	13	3,911	51,435	0%	0%
		SAT-SUN	13	0					0				
40	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,803	4,273	63,303	49,640	12	4,274	49,640	0%	0%
		SAT	14	11					11				
		SUN	11	9					11				
41	Northern West Sacramento Ikea Ct West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,173	3,333	54,742	37,951	12	3,347	37,951	0%	0%
240	Ikea Ct, Reed Ave, Harbor Blvd West Sacramento Transit Center Downtown Sacramento	MON-FRI	15	12	4,724	4,563	61,186	54,049	12	4,335	51,372	-5%	-5%
		SAT	15	12					12				
		SUN	12	12					12				
45	West/Central Woodland Downtown Sacramento Express	MON-FRI - AM TRIP	1	1	827	836	22,818	23,095	1	837	23,095	0%	0%
		MON-FRI - PM TRIP	1	1					1				
211	County Fair Mall, West Woodland Loop	MON-FRI	12	15	4,389	5,141	57,742	68,036	15	5,144	68,036	0%	0%
		SAT	12	12					12				
		SUN	11	11					11				
212	County Fair Mall, East Woodland Loop	MON-FRI	11	14	4,088	4,988	64,098	77,833	14	4,988	77,833	0%	0%
		SAT	11	14					14				
		SUN	11	11					11				
215	Woodland, Madison, Esparto, Capay Cache Creek Casino Resort	MON-SUN - WESTBOUND	12	12	10,135	135	253,383	253,383	12	10,135	253,383	0%	0%
		MON-SUN - EASTBOUND	12	12					12				
43	Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	2,306	1,338	53,414	28,265	3	3,366	73,428	152%	160%
		MON-FRI - PM TRIP	3	1					3				
43R	Reverse Commute: Downtown Sacramento, U.C. Davis Express	MON-FRI - AM TRIP	1	1	1	1	1	1	1	1	1	1	1
		MON-FRI - PM TRIP	1	1					1				
44	South Davis Downtown Sacramento Express	MON-FRI - AM TRIP	3	0	1,469	0	38,230	0	3	2,784	57,062	0%	0%
		MON-FRI - PM TRIP	3	0					3				
230*	West Davis, Downtown Sacramento Express	MON-FRI - AM TRIP	3	1	1,959	988	50,974	25,795	3	3,135	67,225	217%	161%
		MON-FRI - PM TRIP	3	1					3				
138 Causeway Connection	Service between UCD Med Ctr and UCD Main campus, with limited stops between	MON-FRI	14	14	4,303	4,338	95,540	96,695	14	4,355	96,695	0%	0%
Total			323	270	104,969	78,130	2,176,951	1,873,065	286	94,913	2,014,042	-10%	-7%



Yolo Transportation District

Microtransit Annual Operating Budget

Table 1.3 shows the \$2.1 million Microtransit annual operating budget, which includes existing demand-responsive microtransit service in Knights Landing and Winters, continues new Woodland service which launched in September 2023, and expands the Knights Landing service area to include the unincorporated community of Yolo.

The proposed budget is \$821,000 (60%) more than the FY 2023-24 budget. This change accounts for:

- Increasing the hours of operation and number of vehicles operating in Winters and Knights Landing/Yolo service areas as noted in Table 1.2c. *Note: these service increases would require separate action by the YoloTD Board of Directors prior to implementation.*
- Includes a full year of Woodland microtransit service at current service levels, based on actual expenses.

Table 1.2c. Demand Response - Microtransit (Beeline) Service Hours

Jurisdiction	Operating Days	Operating Times	Operating Times	Budgeted FY 2023-24		Proposed FY 2024-25		Change	
				# of Beeline Vehicles	Hours	# of Beeline Vehicles	Hours	Vehicles	Hours
Woodland	MON - THUR	7:00 AM - 7:00 PM	7:00 AM - 7:00 PM	4	21,615	4	21,537	4	(78)
	FRI	7:00 AM - 11:00 PM	7:00 AM - 11:00 PM						
	SAT	9:00 AM - 11:00 PM	9:00 AM - 11:00 PM						
	SUN	8:00 AM - 7:00 PM	8:00 AM - 7:00 PM						
Winters	MON - FRI	7:00 AM - 7:00 PM	8:30 AM - 4:30 PM	1	2,727	2	6,951	2	4,224
	SAT	7:00 AM - 7:00 PM	8:30 AM - 4:30 PM						
	SUN	No Service	No Service						
Knightslanding	MON - FRI	7:00 AM - 6:00 PM	8:30 AM - 5:30 PM	1	2,964	2	7,043	2	4,079
	SAT	No Service	No Service						
	SUN	7:00 AM - 6:00 PM	8:30 AM - 5:30 PM						
Total	251 Weekdays 52 Saturdays 62 Sunday/Holidays		250 Weekdays 53 Saturdays 62 Sunday/Holidays	6	27,306	8	35,531	8	8,225

Revenue Sources include:

- \$1.3 million in STA/LTF from Woodland, Winters and Yolo County, as shown in Table 1.1c.
- \$0.2 million in FTA 5307 formula funds supporting Woodland Microtransit.
- \$0.2 million in FTA 5311 rural formula funds supporting the Knights Landing and Winters operations.
- \$25 thousand in STA-SGR Funds to support vehicle maintenance.
- \$45 thousand in passenger fares.

Table 1.3. Annual Operating Budget - Microtransit

Microtransit Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$846,000	\$843,315	(\$2,685)	0%
FTA 5307 Formula Funds	\$243,000	\$219,000	(\$24,000)	-10%
FTA 5307 CARES	\$0	\$411,882	\$411,882	
FTA/Caltrans 5311 Rural Formula Funds	\$226,000	\$204,214	(\$21,786)	-10%
STA-SGR State of Good Repair Funds	\$25,000	\$0	(\$25,000)	-100%
Passenger Fares	\$25,000	\$45,000	\$20,000	80%
SB125	\$0	\$462,978	\$462,978	
Total Microtransit Operating Revenues	\$1,364,000	\$2,186,389	\$821,389	60%

Microtransit Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Contracted Transportation - Woodland	\$590,000	\$915,000	\$325,000	55%
Contracted Transportation - Winters	\$170,000	\$400,000	\$230,000	135%
Contracted Transportation - Knights Landing	\$135,000	\$323,000	\$188,000	139%
Technology	\$231,000	\$30,000	(\$201,000)	-87%
Insurance	\$138,000	\$234,389	\$96,389	70%
Fuel	\$65,000	\$244,000	\$179,000	275%
Vehicle Maintenance	\$25,000	\$25,000	\$0	0%
Communications & Marketing	\$0	\$5,000	\$5,000	
Contingencies	\$10,000	\$10,000	\$0	0%
Total Microtransit Operating Expenses	\$1,364,000	\$2,186,389	\$822,389	60%

Paratransit Annual Operating Budget

Table 1.4 shows the \$3.07 million Paratransit operating budget, which covers demand-responsive paratransit services for individuals with disabilities that prevent them from being able to use YoloTD’s fixed route service. The proposed budget represents a 1% increase over than FY 2023-24 levels, reflecting demand leveling off after several years of dramatic growth coming out of the pandemic.

Revenue Sources include:

- a. \$1.4 million in STA/LTF, as shown in Table 1.1c.
- b. \$0.8 million in FTA 5307 Urbanized Area Formula Funds.
- c. \$150 thousand in passenger and organization-paid fares.
- d. \$70 thousand in Cache Creek mitigation funds to reimburse for paratransit trips serving nearby areas.
- e. New for this year, \$117,000 in SB 125 transit recovery funds.

Table 1.4. Annual Operating Budget - Paratransit

Paratransit Operating Revenues	Final FY 23-24	Draft FY 24-25	Change	Percent Change
STA/LTF	\$1,912,000	\$1,465,000	(\$447,000)	-23%
FTA 5307 Formula Funds	\$842,000	\$755,054	(\$86,946)	-10%
Passenger Fares	\$145,000	\$150,000	\$5,000	3%
Cache Creek Mitigation	\$80,000	\$70,000	(\$10,000)	-13%
STA-SGR State of Good Repair Funds	\$65,000	\$0	(\$65,000)	
Organization-Paid Fares	\$5,000	\$0	(\$5,000)	-100%
FTA 5307 CARES	\$0	\$508,868	\$508,868	
SB125	\$0	\$117,079	\$117,079	0%
Carryforward Fund Balance	\$1,000	\$0	(\$1,000)	
Total Paratransit Operating Revenues	\$3,050,000	\$3,066,001	\$17,001	1%

Paratransit Operating Expenses	Final FY 23-24	Draft FY 24-25	Change	Percent Change
Contracted Transportation	\$2,504,000	\$2,514,000	\$10,000	0%
Fuel	\$224,000	\$224,000	\$0	0%
Insurance	\$206,000	\$200,922	(\$5,078)	-2%
Vehicle Maintenance	\$65,000	\$0	(\$65,000)	
Technology	\$41,000	\$117,079	\$76,079	
Contingencies	\$10,000	\$10,000	\$0	0%
Total Paratransit Operating Expenses	\$3,050,000	\$3,066,001	\$16,001	1%

2. General Reserve

In February 2022, the YoloTD Board of Directors adopted a General Reserve policy establishing a target of that an amount equivalent to 25% of the annual operating budget expenses should be set aside to provide for continuity of service-critical operations during times of unexpected revenue shortfalls or emergency expenditures.

As shown in Table 1.5, the General Reserve currently holds \$4.9 million. The proposed combined FY 2024-25 operating budget of \$5.2 million would require a further deposit of \$284 thousand to the General Reserve from available fund balances to maintain the 25% target level at \$4.923 million.

Table 1.5. General Reserve Deposit Calculation

	Final FY 23-24	Draft FY 24-25	Change	
Total Operating Expenses	\$19,709,000	\$20,844,407	\$1,135,407	6%
General Reserve (25% Operating Budget):	\$4,927,000	\$5,211,000	\$284,000	

Section 2. Multiyear Capital and Planning Projects

Capital and Planning Projects

This budget continues to establish multiyear capital and planning priorities including the Yolo Active Transportation Corridors (YATC) project, and the Zero Emission Fleet Transition Plan and Downtown Woodland Transit Center.

We are currently in the process of finalizing a 10-year capital improvement plan, which we will bring to the Board for approval in late 2024. That plan will inventory our capital assets and identify those places where additional capital investment is needed.

Table 2.1 displays \$2.6 million in proposed new appropriations for multiyear capital and planning projects. The new funding includes:

- FR-1 Electric Buses- Multiyear Reserve for Future Purchases: \$477 thousand in new LCTOP funding is proposed to be set aside to serve as a match for potential future federal funding to support electric bus purchases consistent with state mandates.
- FR-3 Fixed Route Planning Efforts: \$200 thousand in new SB 125 funding is proposed for the preparation of a Short Range Transit Plan. The scope of work and contract for this effort were approved by the Board in April 2024.
- FR-11 Downtown Woodland Transit Center: \$430 thousand of new funding is proposed for relocation costs for a new Transit Center in downtown Woodland, to replace the transit center at the County Fair Fashion Mall. This is an estimate that will be refined through the planning and design process currently underway. The funding source for these costs is to be determined.
- FR-12 Fixed Route Bus Battery Replacements: \$124 thousand in new Available Fund Balance/STA is proposed to be used to purchase six replacement batteries for our six Proterra electric buses.
- FR-13 Zero Emission Bus (ZEB) Electrification Infrastructure (Woodland): \$400 thousand in new SB 125 funding for design and engineering studies for electrification infrastructure upgrades needed to meet California's Zero Emission Vehicle requirements.
- MM-1 Yolo Active Transportation Corridors: \$200 thousand in additional grant funds from sources to be determined (supplementing the \$1.2 million federal RAISE funds already appropriated) are proposed to fund ongoing consulting services for the Yolo Active Transportation Corridors planning project.

Table 2.1. YoloTD Multi-year Capital and Planning Project Budgets with FY 2024-25 Budget Appropriation

Multiyear Capital and Planning Projects	Carryforward FY23-24	Actual/ Encumbered to Date	Balance FY23-24	Proposed FY 24-25 Appropriation	Total Multi-year Project Budget
FR-1. Electric Buses - Multi-year Reserve for Future Purchases					
Expenditure Budget					
Vehicle Equipment Purchase	\$1,343,463	\$0	\$1,343,463	\$477,000	\$1,820,463
Total FR-1 Expenditure Budget	\$1,343,463	\$0	\$1,343,463	\$477,000	\$1,820,463
Revenue Sources					
FTA 5307/5339 Funds	\$880,000	\$0	\$880,000	\$0	\$880,000
LCTOP - FY 2022-23 allocation	\$463,000	\$0	\$463,000	\$477,000	\$940,000
Total FR-1 Revenue Budget	\$1,343,000	\$0	\$1,343,000	\$477,000	\$1,820,000
FR-3. Fixed Route Planning Efforts					
Expenditure Budget					
Professional Svcs - Zero Emission Fleet	\$200,000	\$199,952	\$48	\$0	\$48
Professional Svcs - Short Range Transit Plan	\$200,000	\$200,000	\$0	\$200,000	\$200,000
Professional Svcs - 10 Year Capital Plan	\$100,000	\$0	\$100,000	\$0	\$100,000
Total FR-3 Expenditure Budget	\$500,000	\$399,952	\$100,048	\$200,000	\$300,048
Revenue Sources					
FTA 5307 Funds	\$400,000	\$399,952	\$48	\$0	\$48
SB125	\$0	\$0	\$0	\$200,000	\$200,000
Available Fund Balance	\$100,000	\$0	\$100,000	\$0	\$100,000
Total FR-3 Revenue Budget	\$500,000	\$399,952	\$100,048	\$200,000	\$300,048
FR-11 Downtown Woodland Transit Center					
Expenditure Budget					
Planning Services	\$225,000	\$75,000	\$150,000	\$0	\$120,000
Relocation	\$0	\$0	\$0	\$430,000	\$430,000
Total FR-11 Expenditure Budget	\$225,000	\$75,000	\$150,000	\$430,000	\$550,000
Revenue Sources					
FTA 5307 Funds	\$120,000	\$0	\$120,000	\$0	\$120,000
Available Fund Balance/STA	\$75,000	\$75,000	\$0	\$0	\$0
Funding TBD	\$0	\$0	\$0	\$430,000	\$430,000
Total FR-11 Revenue Budget	\$195,000	\$75,000	\$120,000	\$430,000	\$550,000
FR-12 Fixed Route Bus Battery Replacements (6)					
Expenditure Budget					
Fleet Engine/Parts	\$0	\$0	\$0	\$124,000	\$124,000
Total FR-12 Expenditure Budget	\$0	\$0	\$0	\$124,000	\$124,000
Revenue Sources					
FTA 5307 Funds	\$0	\$0	\$0	\$99,200	\$99,200
Available Fund Balance/STA	\$0	\$0	\$0	\$24,800	\$24,800
Total FR-12 Revenue Budget	\$0	\$0	\$0	\$124,000	\$124,000
FR-13 Zero Emission Bus (ZEB) Electrification Infrastructure (Woodland)					
Expenditure Budget					
Facilities Repair & Maintenance	\$0	\$0	\$0	\$400,000	\$400,000
Total FR-13 Expenditure Budget	\$0	\$0	\$0	\$400,000	\$400,000
Revenue Sources					
SB125	\$0	\$0	\$0	\$400,000	\$400,000
Total FR-13 Revenue Budget	\$0	\$0	\$0	\$400,000	\$400,000
MM-1 Yolo Active Transportation Corridors					
Expenditure Budget					
Consulting Services	\$1,200,000	\$559,707	\$640,293	\$200,000	\$840,293
Total MM-1 Expenditure Budget	\$1,200,000	\$559,707	\$640,293	\$200,000	\$840,293
Revenue Sources					
RAISE Grant	\$1,200,000	\$559,707	\$640,293	\$0	\$640,293
Funding TBD	\$0	\$0	\$0	\$200,000	\$200,000
Total MM-1 Revenue Budget	\$1,200,000	\$559,707	\$640,293	\$200,000	\$840,293

Table 2.1 Continued: YoloTD Multi-year Capital and Planning Project Budgets with FY 2024-25 Budget Appropriation					
Multiyear Capital and Planning Projects	Carryforward FY23-24	Actual/ Encumbered to Date	Balance FY23-24	Proposed FY 24-25 Appropriation	Total Multi-year Project Budget
MM-4 Countywide Travel Behavior Survey					
Expenditure Budget					
Professional Services	\$0	\$0	\$0	\$100,000	\$100,000
Total MM-4 Expenditure Budget	\$0	\$0	\$0	\$100,000	\$100,000
Revenue Sources					
Funding TBD	\$0	\$0	\$0	\$100,000	\$100,000
Total MM-4 Revenue Budget	\$0	\$0	\$0	\$100,000	\$100,000
MM-5 Major Fleet Maintenance					
Expenditure Budget					
Maintenance Services	\$0	\$0	\$0	\$210,000	\$210,000
Total MM-5 Expenditure Budget	\$0	\$0	\$0	\$210,000	\$210,000
Revenue Sources					
Funding TBD	\$0	\$0	\$0	\$210,000	\$210,000
Total MM-5 Revenue Budget	\$0	\$0	\$0	\$210,000	\$210,000
PT-1 Paratransit Vehicle Replacement (2)					
Expenditure Budget					
Vehicles	\$0	\$0	\$0	\$360,000	\$360,000
Total PT-1 Expenditure Budget	\$0	\$0	\$0	\$360,000	\$360,000
Revenue Sources					
Funding TBD	\$0	\$0	\$0	\$360,000	\$360,000
Total PT-1 Revenue Budget	\$0	\$0	\$0	\$360,000	\$360,000
YT-1 Yolotd Annual Reserves Contribution: ZEB Electrification Infrastructure Repair & Maintenance (Woodland)					
Expenditure Budget					
Facilities Repair & Maintenance	\$0	\$0	\$0	\$25,000	\$25,000
Total YT-1 Expenditure Budget	\$0	\$0	\$0	\$25,000	\$25,000
Revenue Sources					
Funding TBD	\$0	\$0	\$0	\$25,000	\$25,000
Total YT-1 Revenue Budget	\$0	\$0	\$0	\$25,000	\$25,000
YT-2 Yolotd Annual Reserves Contribution: Maitenance Shop Repairs					
Expenditure Budget					
Facilities Repair & Maintenance	\$0	\$0	\$0	\$54,000	\$54,000
Total YT-2 Expenditure Budget	\$0	\$0	\$0	\$54,000	\$54,000
Revenue Sources					
Funding TBD	\$0	\$0	\$0	\$54,000	\$54,000
Total YT-2 Revenue Budget	\$0	\$0	\$0	\$54,000	\$54,000
Total Projects with new appropriations	\$3,238,000	\$1,034,659	\$2,203,341	\$2,580,000	\$4,783,341

Table 2.2 displays \$2.8 million in other YoloTD pending and ongoing multi-year capital and planning project budgets carried forward from prior years, but where no new funding is being considered. These include projects such as the Yolo 80 Managed Lanes Legal, Advisory and Technical Services and Automatic Passenger Counters. This includes an adjustment of \$520 thousand to defund a prior year allocation for FR-4. GTFIS Real-Time Enhancements. This project was rolled into another project (FR-5 Automatic Passenger Counters) and is fully funded.

Table 2.2. Other YoloTD Pending and Ongoing Capital and Planning Project Budgets Carried Forward from Prior Years

Multiyear Capital and Planning Projects	Carryforward FY23-24	Actual/ Encumbered to Date	Balance FY23-24	Adjustments to Prior Year Appropriations	Total Prior Year
FR-4. General Transit Feed Specification (GTFS) Real-Time Enhancements					
Expenditure Budget					
Equipment	\$520,000	\$0	\$520,000	(\$520,000)	\$0
Total FR-4 Expenditure Budget	\$520,000	\$0	\$520,000	(\$520,000)	\$0
Revenue Sources					
FTA 5339/5307 Funds	\$416,000	\$0	\$416,000	(\$416,000)	\$0
Available Fund Balance/STA Funds	\$104,000	\$0	\$104,000	(\$104,000)	\$0
Total FR-4 Revenue Budget	\$520,000	\$0	\$520,000	(\$520,000)	\$0
FR-5. Automatic Passenger Counters (APC)					
Expenditure Budget					
Equipment	\$420,000	\$0	\$420,000	\$0	\$420,000
Total FR-5 Expenditure Budget	\$420,000	\$0	\$420,000	\$0	\$420,000
Revenue Sources					
FTA 5307 Funds	\$420,000	\$0	\$420,000	\$0	\$420,000
Total FR-5 Revenue Budget	\$420,000	\$0	\$420,000	\$0	\$420,000
FR-9. Bus Washer/Water Recycler Replacement					
Expenditure Budget					
Equipment and Installation Services	\$673,581	\$0	\$673,581		\$673,581
Total FR-9 Expenditure Budget	\$673,581	\$0	\$673,581	\$0	\$673,581
Revenue Sources					
CARES Act Funding	\$400,000	\$0	\$400,000		\$400,000
FY 2021-22 STA-SGR Funds	\$273,581	\$0	\$273,581		\$273,581
Total FR-9 Revenue Budget	\$673,581	\$0	\$673,581	\$0	\$673,581
MM-2 80 Managed Lanes Advisory, Legal & Technical Services					
Expenditure Budget					
Professional Services	\$250,000	\$175,000	\$75,000	\$0	\$75,000
Total MM-2 Expenditure Budget	\$250,000	\$175,000	\$75,000	\$0	\$75,000
Revenue Sources					
Available Fund Balance	\$250,000	\$175,000	\$75,000	\$0	\$75,000
Total MM-2 Revenue Budget	\$250,000	\$175,000	\$75,000	\$0	\$75,000
MM-3 Tolling Authority					
Expenditure Budget					
FY 23-24 Allocated YoloTD Salaries and Benefits	\$250,000	\$0	\$250,000	\$0	\$250,000
Consulting Services	\$1,750,000	\$395,000	\$1,355,000	\$0	\$1,355,000
Total MM-3 Expenditure Budget	\$2,000,000	\$395,000	\$1,605,000	\$0	\$1,605,000
Revenue Sources					
SACOG Grant (RSTP)	\$2,000,000	\$395,000	\$1,605,000	\$0	\$1,605,000
Total MM-3 Revenue Budget	\$2,000,000	\$395,000	\$1,605,000	\$0	\$1,605,000
Total Continuing Projects (no new Funding)	\$3,863,581	\$570,000	\$3,293,581	(\$520,000)	\$2,773,581

Section 3. Five-Year Operating Budget Outlook

Table 3 provides a five-year operating budget outlook, presenting future expenditures and revenues in constant 2024 dollars. This framework ignores the likely increases in both revenues and expenditures due to inflation. If base revenues grow more slowly than expenditures, this will result in larger funding gaps than shown.

This outlook shows costs going down because many of the service restorations and expansions that were included in the current (FY 2023-24) budget were not implemented and have not been included in the proposed FY 2024-25 budget. This new outlook assumes that the limited-service restorations and expansions proposed for FY 2024-25 would continue unchanged in future years, until FY 2027-28 when service expansions funded by the Yolo 80 VMT mitigation plan would come into effect. The budget assumes the Yolo-80 mitigation programs are net revenue neutral – an assumption that will need to be refined closer to the implementation date of those services.

On the revenue side, the table shows the effect of the loss of remaining federal CARES Act funding in the current fiscal year, along with the expiring of various federal competitive grants supporting the FY 2024-25 budget.

Conversely, the table shows new one-time state funding from SB 125 that offset the loss of CARES revenue. Additionally, we estimate an increase in the use of federal formula (5307) funds from several possible sources including the Sacramento and Davis UZAs.

The combined effect of postponing service restorations and expansions, plus additional utilization of 5307 funds, results in a five-year outlook that does not currently anticipate any additional use of LTF funding.

Table 3. Five-Year Outlook in Constant 2024 Dollars

As we did last year, this forecast uses constant 2024 dollars to simplify assumptions and avoid predicting cost inflation. The funding gap will increase if base revenues grow more slowly than expenditures. YoloTD staff will refine this forecast, incorporating future service changes, funding, and inflationary factors, and will provide updates throughout the year.

	Projection					
	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Expenditures						
Adjusted FY23-24 Operating Expenditure Budget	\$ 19,263,000	\$ -	\$ -	\$ -	\$ -	\$ -
FY24-25 Annualized Restoration/Microtransit expansion	\$ -	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000
FY28-29 New Service VMT Mitigation Plan 2023 Estimates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Additional 25% deposit to General Reserve from budget increase	\$ -	\$ 393,000	\$ -	\$ -	\$ -	\$ -
Scenario Expenditure Budgets in 2024 Dollars:	\$ 19,263,000	\$ 21,237,000	\$ 20,844,000	\$ 20,844,000	\$ 20,844,000	\$ 25,044,000
Revenues						
State Transit Assistance	\$ 2,882,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000	\$ 2,845,000
Local Transportation Fund (FY 24-25 Level)	\$ 6,211,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000	\$ 5,654,000
Cache Creek Mitigation Funds	\$ 1,273,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000	\$ 1,315,000
STA-SGR State of Good Repair Funds ¹	\$ -	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
Fare Revenue ²	\$ 1,355,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000	\$ 1,370,000
Other: Fuel Sales/Advertising/Fuel Credits/Interest Etc. ³	\$ 1,375,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000
UC Davis Causeway Connection Support	\$ 286,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000	\$ 293,000
FTA 5311 Formula Funds:						
Rural Yolo County	\$ 806,000	\$ 204,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
FTA 5307 Formula Funds:						
UZA Woodland ⁴	\$ 2,085,000	\$ 2,468,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
UZA Davis ⁵	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
UZA Sacramento ⁶	\$ 13,000	\$ 126,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
FTA competitive grants (42 Expansion, Causeway Connection) ⁷	\$ 318,000	\$ 720,000	\$ -	\$ -	\$ -	\$ -
ARPA 100% reimbursement funds (\$3M available)	\$ 1,901,000	\$ -	\$ -	\$ -	\$ -	\$ -
CARES Act 100% reimbursement funds (\$4.4M available)	\$ 1,074,000	\$ 3,072,000	\$ -	\$ -	\$ -	\$ -
SB125 formula-based capital program ⁸	\$ -	\$ 1,690,000	\$ 1,316,000	\$ -	\$ -	\$ -
New Service: Yolo 80 VMT Mitigation Plan 2023 Estimates ⁹	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200,000
Total Base Revenues	\$ 19,579,000	\$ 21,237,000	\$ 20,493,000	\$ 19,177,000	\$ 19,177,000	\$ 23,377,000
Base Funding Excess (Deficit)	\$ 316,000	\$ -	\$ (351,000)	\$ (1,667,000)	\$ (1,667,000)	\$ (1,667,000)
Potential Funding Solutions						
Increased use of Formula funds ¹⁰	\$ -	\$ -	\$ 351,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000
Obtain new competitive grants	\$ -	\$ -	\$ -	\$ 67,000	\$ 67,000	\$ 67,000
SB125 formula-based capital program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of LTF/other potential funding strategies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increased use of unrestricted funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess funding added to unrestricted funds balance	\$ (316,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Potential Strategies to Close Excess (Deficit)	\$ (316,000)	\$ -	\$ 351,000	\$ 1,667,000	\$ 1,667,000	\$ 1,667,000
Remaining, Base Funding Excess (Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

- Notes:**
- State of Good Repair (SGR) funds to be utilized towards vehicle maintenance, which is included in operating budget.
 - Fare Revenues assumes no increases. Special fares included in other revenues.
 - Other revenues include fuel sales and renewable fuel credits, special fares, Low -Carbon Transit Operations Program (LCTOP) in FY23-24 projections.
 - As a result of the 2022 U.S. Census bureau data update, 5307 UZA Woodland allocation increased from \$2.4M to \$3M.
 - YoloTD has an informal agreement with Unitrans and City of Davis to limit the use of 5307 UZA Davis funds to \$150,000.
 - YoloTD has not fully utilized its allocation of the 5307 UZA Sacramento funds. The forecasts assumes a base amount of \$1.2M based on SACOG's draft 2024-25 5307 UZA Sac split letter.
 - FTA Competitive grants assumes drawing down on current funds. Though YoloTD plans to seek new grants, no new funding is assumed in this forecast.
 - SB125 Transit and Intercity Rail Capital Program forecast is based on YoloTD's Cycle I allocation of \$3M for FY24-25 & FY25-26. The legislation envisions a second cycle of SB 125 funding. However, this is uncertain pending the outcome of negotiations on the State of California budget for FY 2024-25. Therefore, this budget conservatively assumes no additional SB 125 funding.
 - Implementing transit service expansions contained in the Yolo 80 VMT Mitigation Plan. The first three years of this service are fully funded by mitigation (capital) dollars. After the first three years, the service will be funded by future toll revenue at the discretion of the Capitol Area Tolling Authority.
 - Increased Formula funding may include increased use of Davis UZA funds (pending agreement with Unitrans and City of Davis to revise existing informal agreement) and Discretionary SacUZA funding, which YoloTD has not sought in the last two years but for which we are eligible.

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

Topic: Approve Annual Workplan for Fiscal Year 2024-25	Agenda Item#: Agenda Type:	6	
		Action	
Prepared By: A. Bernstein		Attachments:	<input checked="" type="radio"/> Yes <input type="radio"/> No
		Meeting Date: May 13, 2024	

RECOMMENDATION:

Approve the Annual Workplan for Fiscal Year 2024-25.

BACKGROUND:

At the May 2024 Board Meeting, the Board received a Draft of the Annual Workplan for Fiscal Year 2024-25. The workplan was developed by the YoloTD Management Team with input and collaboration from the entire staff. It was developed concurrently with the FY 2024-25 budget, ensuring alignment between our goals and resources.

The workplan is organized by department and will form the basis for individual staff workplans within each department. It focuses exclusively on goals and initiatives for the coming year, along with multiyear goals that have carried forward from the prior workplan. Ongoing, routine staff work is not included.

Updates were made to the draft workplan based on discussions at the May 2024 Board meeting as well as input from the Citizens Advisory Committee (CAC). The Technical Advisory Committee (TAC) did not have any comments on the workplan.

Changes from the prior draft include:

- Removed restoration of morning/evening trips on the Route 240 in West Sacramento, consistent with changes proposed to in the Revised Preliminary Budget for Fiscal Year 2024-25.
- Added a new project to host a Board workshop or series of workshops on the YoloTD budget, including the allocation of Transportation Development Act (TDA) funds among YoloTD and its member jurisdictions, and options for addressing future deficits.
- Clarified that marketing campaigns targeting UC Davis affiliates will prioritize Routes 42A/B and the Causeway Connection (Route 138).
- Added a section on future-year goals, to acknowledge priorities that will not take place this year but remain important.

The revised draft Workplan is included as Attachment A.

Attachments

Attachment A: Workplan for Fiscal Year 2024-25

FY 24-25 Workplan: Transit Operations

ID	Department	Project Summary (1-2 sentence description)	Six Month Goal (Complete by Dec 2024)	One Year Goal (Complete by June 2025)
TO1	Transit Operations	Create new methodology, tools and templates to standardize data collection and analysis for state and federal data reporting requirements.	Prepare new methodology, tools and templates for major, recurring reporting (monthly, quarterly, annual).	Key Operations staff are trained and cross-trained in new methodology and are using it to prepare recurring reports.
TO2	Transit Operations/ Information Technology	Complete transition to Automatic Passenger Counters (APC's)	APCs are delivered and installed in all fixed-route vehicles Staff are trained in how to use and maintain APC equipment	*Set up data dashboard (in PowerBI and/or Tableau) to allow APC data to be managed, analyzed and visualized for: 1) routine monitoring and reporting, such as NTD 2) to inform planning activities such as service changes, short range transit plans, etc. 3) grant proposals and reporting.
TO3	Transit Operations / Information Technology	Assess IT systems to identify vulnerabilities and priority upgrades to ensure system reliability.	Work with IT support vendor to conduct comprehensive assessment of IT systems. Present findings of this assessment to the Board of Directors by Dec 2024. Based on IT assessment, identify key IT priorities for the remainder of the fiscal year, along with multiyear priorities.	Implement key IT upgrades identified in assessment.
TO4	Transit Operations	BeeLine service adjustments: Adjust hours of service and number of vehicles based on demand and funding availability.	Review and assess BeeLine ridership data and customer feedback. Make recommendations to the Board regarding potential changes to hours of service and number of vehicles based on analysis: * Winters: consider adding one vehicle and extending hours of service later in the evening, and/or add Sunday service. * Knights Landing/Yolo: Expand service into town of Yolo. Consider extending hours of service later in the morning and evening. * Woodland: Work with RideCo to analyze data from first six months of service and evaluate whether changes are warranted.	All service changes are fully implemented.

FY 24-25 Workplan: Transit Operations *(continued)*

ID	Department	Project Summary (1-2 sentence description)	Six Month Goal (Complete by Dec 2024)	One Year Goal (Complete by June 2025)
TO6	Transit Operations	Woodland Transit Center: Modify Route 42A/B and local Woodland routes to serve new Downtown Woodland Transit Center and address other challenges with Route 42A/B service.	<p>Prepare service change proposal for Route 42A/B to serve new Woodland Transit Center and address other challenges/needs:</p> <ul style="list-style-type: none"> * Rerouting in downtown Sacramento to reduce frequency of detours due to special events at Golden One Center etc * Complimentary timing of airport service with SacRT 142 * Identify best layover location * Look for operational efficiencies in route timing <p>Prepare service change proposals for Woodland local and express routes that will need to be rerouted and retimed (211, 212, 215, 45)</p>	Complete public and stakeholder input on service change proposal and bring to Board for approval. Changes will take effect once new Woodland Transit Center is operational.
TO7	Transit Operations	Zero Emission Charging Infrastructure: Conduct design and engineering studies for electrification infrastructure upgrades needed to meet California's Zero Emission Vehicle requirements.	Prepare scope of work and procurement for design and engineering services for Yolo bus main facility in Woodland. Key components: utility upgrades, battery storage needs and capabilities, charging infrastructure, solar generation. Deliverables to include engineering specs, site plan and cost estimates.	<p>Consultant completes project and results are shared with the Board.</p> <p>Update capital improvement plan to include needs identified by the study.</p>
TO8	Transit Operations	Improve ADA Paratransit passenger tools, policies and management practices including: - Updated brochures, maps and website - Improved paratransit application and eligibility verification process - Software tools and apps to allow online booking, application processing and vehicle tracking	<p>Update Paratransit brochures and website to confirm existing service area boundaries and hours of operation.</p> <p>Gather information through an RFI or other means on paratransit software tools, apps and services</p>	Begin procurement of new ADA software, apps and/or services
TO9	Transit Operations	Update bus stop signage and amenities based on findings from 2023 bus stop inventory.	Review findings from bus stop inventory to evaluate and prioritize stop improvements based on severity of need.	Roll out updates and improvements at priority locations

FY 24-25 Workplan: Multimodal Planning

ID	Department	Project Summary (1-2 sentence description)	Six Month Goal (Complete by Dec 2024)	One Year Goal (Complete by June 2025)
P1	Planning	Relocate Woodland Transit Center from County Fair Mall to Downtown Woodland (2nd & Court Streets)	Complete 30% Design & Engineering	Complete relocation and minor infrastructure improvements
P2	Planning	Development of 10-Year Capital Improvement Program	Complete project	N/A
P3	Planning	Plan and implement Yolo 80 Managed Lanes Project	Complete Tolling Advance Planning process	Continue supporting CARTA
P4	Planning	Development of an expanded countywide transportation demand management (TDM) program	Complete TDM Program Organizational Study	Initiate establishment of countywide TDM organization
P5	Planning	Conduct a Countywide Travel Survey	Issue RFP, select consultants	Complete study
P7	Planning	Planning and Outreach for Yolo Active Transportation Corridors	Complete plan	Initiate design on at least 1 priority segment.
P8	Planning	Update of the Short Range Transit Plan	<ul style="list-style-type: none"> • Complete Phase 1 Outreach and Existing Conditions • Develop draft Service Alternatives 	Complete project

FY 24-25 Workplan: Finance and Administration

ID	Department	Project Summary (1-2 sentence description)	Six Month Goal (Complete by Dec 2024)	One Year Goal (Complete by June 2025)
FA1	Finance & Administration Finance	Conduct a review of policies and procedures to identify areas of improvement.	Prioritize a list based on annual audit findings and prior year deficiencies.	Critical policies and procedures are updated and corrective actions are implemented to address audit and risk concerns effectively.
FA2	Finance & Administration Finance	Establish Staff Training and Development plan	Prioritize three (3) training areas to address the prior year's issues with business-continuity, compliance reporting, and succession planning to establish an internal cross-training plan and utilize training or consulting resources to support development.	Implement a training and development plan for Finance staff, including routine coaching within their job scope and establish an annual compliance training checklist.
FA3	Finance & Administration Human Resources	Standardize recruitment and onboarding processes.	Assess existing procedures, roles assignments, and recruitment needs to develop a comprehensive recruitment and onboarding checklist.	Collaborate with HR Consulting, Employee Resource Management advisors and District legal counsel to establish and implement the recruitment and onboarding process.
FA4	Finance & Administration Risk Management	Review and establish District Health and Safety written procedures.	Identify areas of OSHA non-compliance and prioritize corrective actions.	Meet compliance with OSHA regulations and California specific requirements to protect the health and safety of our employees and the public.
E-7 FA-5	<u>Executive</u> <u>Finance</u>	<u>Host a Board workshop or series of workshops on the YoloTD budget, including the allocation of Transportation Development Act (TDA) funds among YoloTD and its member jurisdictions, and options for addressing future deficits.</u>	<u>At least one Board workshop has been held. Workshop results, including actionable next steps and a plan for future workshops, if any, have been presented back to the Board and approved.</u>	<u>Additional Board workshops and/or actionable next steps are completed prior to the beginning of the next budget cycle.</u>

FY 24-25 Workplan: Executive Management

ID	Department	Project Summary (1-2 sentence description)	Six Month Goal (Complete by Dec 2024)	One Year Goal (Complete by June 2025)
E-1	Executive	Every member of staff has an up-to-date annual workplan that sets clear goals, roles and expectations	By Aug 1, individual workplans are updated to reflect FY 2024-25 goals and priorities.	By Feb 1, mid-year update of individual workplans is complete for all staff.
E-2	Executive	Establish an annual calendar for YoloTD that tracks recurring activities, grant cycles, reporting deadlines and other important dates across all departments. Review calendar with management team on a monthly basis to look ahead and allocate staff resources accordingly.	First draft of calendar is complete.	Calendar is fully integrated into management team meetings and being updated regularly.
E-3	Executive	Build an effective, resilient and collaborative Management Team through training, team-building and leadership development	Establish annual daylong retreat for Management Team to discuss management challenges, organizational priorities and needs.	Establish a management and supervision policy and training for all supervisors. Other priorities as identified in daylong Management Retreat
E-4	Executive	Strengthen organizational culture	Collaborate with Management Team and HR Consultant to identify practices and programs to strengthen organizational culture	Implement culture-building practices and programs identified by Management Team
E-5	Executive	Fill At-Large seats on Citizens Advisory Committee	All seats on Citizens Advisory Committee are filled in accordance with our commitments to diversity and representation.	Completed.
E-6	Executive	Prepare staff report templates and train staff in appropriate practices and tools for writing staff reports.	Templates and training are complete.	Completed.

E-7	<u>Executive Finance</u>	<u>Host a Board workshop or series of workshops on the YoloTD budget, including the allocation of Transportation Development Act (TDA) funds among YoloTD and its member jurisdictions, and options for addressing future deficits.</u>	<u>At least one Board workshop has been held. Workshop results, including actionable next steps and a plan for future workshops, if any, have been presented back to the Board and approved.</u>	<u>Additional Board workshops and/or actionable next steps are completed prior to the beginning of the next budget cycle.</u>
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FY 24-25 Workplan: Communications & Marketing

ID	Department	Project Summary (1-2 sentence description)	Six Month Goal (Complete by Dec 2024)	One Year Goal (Complete by June 2025)
M1	Communications & Marketing	BeeLine marketing, promotions and partnerships	Launch new promotions to encourage first-time riders and advertise service improvements in all BeeLine service areas	Launch new promotions to encourage first-time riders and advertise service improvements in all BeeLine service areas
M2	Communications & Marketing	Improve marketing to UC Davis students and staff and state workers <u>who commute between destinations served by Yolobus, with a particular focus on the Routes 42A/B, 138 (Causeway Connection) and Express Routes (43,44, 45 and 230).</u>	Work with UC Davis to increase awareness and incentives for campus affiliates to take Yolobus Establish recurring marketing program to coincide with academic calendar Outreach to state agencies to promote Yolobus to state workers as part of return to office communications.	Work with UC Davis to increase awareness and incentives for campus affiliates to take Yolobus Establish recurring marketing program to coincide with academic calendar Outreach to state agencies to promote Yolobus to state workers as part of return to office communications.
M3	Communications & Marketing	Special events and sports marketing	Foster partnerships with sports and special events venues (Golden 1 Center and Sutter Health Park)	
M4	Communications & Marketing	Update Yolobus branding	Complete brand audit, define brand strategy, and design additional brand elements.	Complete brand style guide and implement brand strategy. Intergrade new branding into aspects such as updated brochure designs, signs, maps, etc.
M5	Communications & Marketing	Improve maps on Yolobus website (individual routes, system-wide map, bus stop inventory data)		