



BOARD OF DIRECTORS MEETING AGENDA (UPDATED 1/19/2024)

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

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

IN-PERSON INFORMATION

Meeting Date: January 22, 2024

Meeting Time: 6:00 pm

Meeting Place: YoloTD Board Room, 350 Industrial Way, Woodland, CA 95776

ZOOM INFORMATION

Link: https://us06web.zoom.us/j/87969227172?pwd=uZtLwJ9uLFC1Aedi-Y5LrMrgxK-ZYg.B3_28oRDmT0rgxlu

Phone Number: (253)205-0468 Passcode 105086

Webinar ID: 879 6922 7172

All participants will be entered into the webinar as attendees.

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

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

Estimated Time	Agenda Item	Informational	Action Item
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. Comments from public regarding matters <u>on the consent calendar</u> , or <u>items NOT on the agenda</u> but within the purview of YCTD. Please note, the Board is prohibited from discussing items not on the agenda.		

CONSENT CALENDAR

6:15 PM	3a.	Approve Agenda for January 22, 2024 meeting (<i>Cioffi</i>)		X
	3b.	Approve Board Minutes for Regular Meeting of December 11, 2023 (<i>Cioffi pp 5-9</i>)		
	3c.	Approve Revised 2024 Board of Directors Meeting Schedule (<i>Bernstein pp 10</i>)		X

REGULAR CALENDAR

6:20 PM	4.	Establishment of a Regional Tolling Authority and the Yolo 80 Corridor Improvement Project (<i>Abbanat, Bernstein pp 11-64</i>) Recommended Action: <ol style="list-style-type: none">1. Approve the Joint Powers Authority (JPA) agreement with the Sacramento Area Council of Governments (SACOG) and the California Department of Transportation (Caltrans) establishing the Capitol Area Regional Tolling Authority (CARTA); and2. Approve a resolution consenting to CARTA's submission of a Toll Facility Application to the California Transportation Commission (CTC) for Yolo 80 pursuant to Assembly Bill (AB) 194.		X
7:00 PM	5.	Appointments to the Capitol Area Regional Tolling Authority (<i>Abbanat, Bernstein pp 65-66</i>)		X
7:15 PM	6	Short Range Transit Plan Request for Proposals (<i>Williams pp 67-102</i>)		X
7:45 PM	7.	Administrative Reports (<i>Bernstein pp xx-xx</i>) Discussion regarding subjects not specifically listed is limited to clarifying questions. <ul style="list-style-type: none">• Board Members' Verbal Reports• Transdev's Verbal Report• Executive Director's Verbal Report		X
8:00 PM	8.	Adjournment		X

Unless changed by the YoloTD board, the next meeting of the Board of Directors will be February 12, 2024 at 7:00 pm in the YoloTD Board Room, 350 Industrial Way, Woodland, CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, January 19, 2024 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were FAXED or transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.



Heather Cioffi, Clerk to the Board

Public Participation Instructions

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

IN PERSON:

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

ON ZOOM:

If you are joining the meeting via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press *9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment.

IN ADVANCE OF THE MEETING:

To submit a comment in writing, please email public-comment@yctd.org. In the body of the email, include the agenda item number and title with your comments. Comments submitted via email during the meeting shall be made part of the record of the meeting but will not be read aloud or otherwise distributed during the meeting. To submit a comment by phone in advance of the meeting, please call 530-402-2819 and leave a voicemail. Please note the agenda item number and title with your comments. All comments received by 4:00 PM on Monday, January 22, 2024 will be provided to the YCTD Board of Directors in advance.

Americans With Disabilities Act Notice

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

VISION, VALUES AND PRIORITIES



Vision Statement

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

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

Core Values

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

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

District-Wide Priorities

Priorities align our vision and values with our implementation strategies.

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

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

Topic: Approve Board Minutes for Regular Meeting of December 11, 2023	Agenda Item#: Agenda Type:	3b Action
		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Prepared By: H. Cioffi		Meeting Date: January 22, 2024

RECOMMENDATION:

Approve the Minutes for the Regular Meeting of December 11, 2023.

December 11, 2023 BOARD MEETING MINUTES:**YOLO TRANSPORTATION DISTRICT****BOARD OF DIRECTORS MEETING****December 11, 2023****Yolo Transportation District****350 Industrial Way, Woodland, CA 95776**

Chair Stallard called the meeting to order at 6:02 pm and requested a roll call to determine quorum.

The following individuals were in attendance:

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

YoloTD staff in attendance were Executive Director Autumn Bernstein, Clerk to the Board Heather Cioffi, Acting Planning Director Brian Abbanat, Acting Director of Transit Operations Daisy Romero, and Legal Counsel to YoloTD Kimberly Hood and Kirk Trost.

Chair Stallard asked for public comment on the closed session agenda item; Mr. Hirsch provided public comments.

Closed Session- Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation pursuant to Gov. Code 54956.9(d)(2) & (e)(1)

There was no report from the Closed Session.

Agenda Items 5a, 5b, 5c, 5d, 5e, 5f, 5g — Consent Calendar*

Item 5 is an action item.

Chair Stallard asked if any directors or staff had any changes to the consent calendar. Chair Stallard noted the meeting date for November 2024 fell on Veterans Day and would be moved to the third Monday of the month.

Chair Stallard asked for public comments for items on the consent agenda; there were no comments.

Chair Stallard asked for a motion to approve the consent calendar with the suggested corrections; Director Early made the motion, seconded by Director Frerichs.

5a.	Approve Board Minutes for Regular Meeting of November 11, 2023
5b.	Approve Meeting dates for 2024
5c.	Appoint Chair, Vice-Chair for the 2024 Calendar Year
5d.	FY 2023-24 Operating & Capital Budget Status Report
5e.	Amendment #2 to Legal Services Contract with Law Office of Kirk E. Trost
5f.	Update on the Yolo Active Transportation Corridors (YATC) Project
5g.	Approve Increase to Intern Wages to Comply with Minimum Wage Changes Effective January 2024

Roll Call for Agenda Items 5a, 5b, 5c, 5d, 5e, 5f, 5g— Consent Calendar

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

Chair Stallard asked for public comment on items not on the agenda item; Mr. Hirsch provided public comments.

Agenda Item 6 — Yolo 80 Draft Environmental Document

Item 6 is an action item.

Ms. Bernstein began the presentation by giving an introduction on item 6. Mr. Abbanat reviewed the DEIR findings, VMT Mitigation Plan, the alternative preferred by staff based on the community engagement feedback YTD staff received. Mr. Abbanat also reviewed the the YoloTD survey results, the project timeline and staff recommendations.

Mr. Bhattal, project manager from Caltrans, District 3, reviewed the project description and the available alternatives. Mr. Bhattal reviewed the DEIR Project Description: The project would add managed lanes on I-80 and US-50 by a combination of lane conversion, restriping, and shoulder and median reconstruction with a concrete barrier.

Mr. Bhattal reviewed options 2a-7a. He also noted that all alternatives listed above have an associated “b” alternative that would add a Direct Connector at the I-80/US 50 interchange to help optimize managed lanes operations and improve multimodal mobility.

Since the November update, important project activity has occurred that has changed the Yolo 80 Managed Lanes project’s short-term trajectory. Recall, the California Transportation commission (CTC) did not recommend the \$103 million Trade Corridors Enhancement Program (TCEP) grant application by Caltrans and YoloTD, which introduced project uncertainty and subsequent delay of the Draft Environmental Document (DED), in this case an Environmental Impact Report (EIR).

Additionally, because the project’s DED is among the first in the region to address emerging California Environmental Quality Act (CEQA) regulations on freeway expansion projects, specifically Vehicle Miles Traveled (VMT) impacts, Caltrans Headquarters and District 3 needed additional time to coordinate on the DED prior to its release, contributing to the delay.

Caltrans released the DED on November 13, 2023 and is consistent with the alternatives identified in the Notice of Preparation (NOP) released in June 2022. The draft DED complies with the required 45 day comment period, which is scheduled to close on January 5, 2024. EIR certification is critical as this milestone is a requirement to obligate the \$86 million INFRA funding awarded to the project.

Mr. Abbanat reviewed the previous outreach YTD and Caltrans has done and the outreach that is planned moving forward.

Mr. Abbanat reviewed the staff recommendation to the board of directors. Staff recommendations are to receive the presentation from Caltrans on the yolo 80 Managed Lanes Draft Environmental Document (DED), to receive the public input on the DED and to Direct staff to submit a letter to Caltrans affirming DED Alternative #4 as Yolo Transportation District’s (YoloTD) preferred alternative for the Yolo 80 Managed Lanes project.

Chair Stallard asked for public comments; Alan Hirsch, Stephen Wheeler, Bapu Vaitla, Ken Wagstaff, Andrew Furillo, Christina Kimble Shoemaker and NJ Mvondo all provided public comments.

Chair Stallard asked if members of the board had any questions or comments. Questions and comments from the board included:

- Why is the cost to construct or implement VMT mitigation different from the full cost of the VMT mitigation. The answer was that the project’s contribution to each VMT mitigation program varies. For some mitigations, the project’s contribution covers the annual cost for the full 20 years and others do not cover the full annual cost.
- Does the annual VMT reduction number remain the same regardless of the contribution? The answer was yes.
- Will YoloTD weigh in on the equity program if the program moves forward? The answer was yes once the environmental review is completed the new JPA will oversee the equity program.
- When will YoloTD board have an opportunity to weigh in on the equity portion of the program. The answer was the equity portion has already been funded by SACOG and will start mid-April and move forward. It was also clarified that the new JPA will oversee the equity program.
- Will the YoloTD board have any say in the equity program with the JPA? The answer was at this time it is unclear how involved the YoloTD board would be directly involved.
- The concern that certain cities, not affected by this project, would be making decision on this program. The answer was this item would be reviewed in item 7, however, YoloTD has been working on making sure that Yolo County would be well-represented on the JPA Board.

Agenda Item 7— Yolo 80 Tolling Authority Application and JPA Formation

Item 7 is a non-action item and is for informational purposes only.

Ms. Bernstein gave a presentation on the Yolo 80 Tolling Authority and the formation of the JPA. The presentation included information listed in the staff report for item 7.

Ms. Bernstein stated that there will be a follow-up meeting regarding this item and Caltrans roll and the number of voting or non-voting seats.

Chair Stallard asked for public comments; Alan Hirsch provided public comments.

Chair Stallard asked if members of the board had any questions or comments. Questions and comments from the board included:

- Many Board members expressed the opinion that Caltrans should not have more than one voting member on the JPA. Having another member as a non-voting member would be okay, but Caltrans does not need more than one voting member.
- The majority of seats on the JPA should represent Yolo County not, specifically, Sacramento County.
- Ms. Bernstein stated that there was a lot of time devoted to negotiations between YoloTD and SACOG regarding the JPA and not as much conversation with Caltrans, due to time constraints. Moving forward, Caltrans will be more involved in talks with YoloTD and SACOG to make sure everyone is involved.
- SACOG will be voting on the JPA agreement at their next meeting on January 18, 2024.
- Ex-Officio Greg Wong noted that Caltrans looks forward to continuing conversations with YoloTD and SACOG on the JPA.

Agenda Item 8— Financial Controls for YoloTD

Item 8 is a non-action item and for informational purposes only.

Mrs. Fadrigo gave an update on Financial Internal Controls. This presentation included YoloTD objectives, ongoing compliance checks and an independent auditor's assessment.

The control steps and procedures reviewed by Ms. Fadrigo are listed in the Staff report for item 8.

Chair Stallard asked for public comments, Alan Hirsch provided public comment.

Chair Stallard asked if members of the board had any questions or comments. Questions and comments from the board included:

- How long have we had these auditors? Ms. Berstein answered that as we work with SACOG for our auditing needs, we have had these auditors for a very long time. We will be moving forward in 2024 to request bids for new auditors.

Agenda Item 9— Administrative Reports

Item 9 is a non-action item and for informational purposes only.

Ms. Bernstein provided administrative reports. Reports included:

- This is the last meeting that Tom Stallard will work as Chair.
- Staff participated in the Woodland Holiday Parade and it was a great success.

Chair Stallard asked for public comments, Alan Hirsch provided a comment and asked a question, which the Board asked Ms. Bernstein to respond to. The question was when will the approval of the FHWA funding agreement will be on the agenda? Ms. Bernstein stated that the environmental document needs to be certified and an alternative selected before that will happen. That action is currently anticipated for February 2024 but may be pushed back depending on when the environmental document is certified.

The meeting was adjourned at 7:32 pm.

Respectfully submitted:

Heather Cioffi

Heather Cioffi, Clerk to the Board

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

BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT

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

Topic: Approve Revised 2024 Board of Directors Meeting Schedule	Agenda Item#: Agenda Type:	3C Action
		Attachments: Yes <input checked="" type="radio"/> No <input type="radio"/>
Prepared By: H. Cioffi		Meeting Date: January 22, 2024

RECOMMENDATION:

Approve the revised meeting dates for the Yolo Transportation District Board of Directors for the 2024 calendar year. The November 2024 meeting date has been changed from November 11th to November 18th due to November 11th being a holiday.

REASON FOR RECOMMENDATION:

2024 YTD Meeting Dates –Unless there are changes or cancellations, the meeting dates for 2024 will be:

January 22	April 8	July 8	November 18
February 12	May 13	September 9	December 9
March 11	June 10	October 14	

Unless otherwise determined by the YTD Board, Chair, Vice-Chair, or Executive Director, all YTD board meetings will be at 6:00 pm the Yolo Transportation District, 350 Industrial Way, Woodland, CA 95776 or via Zoom if recommended for the safety of those involved.

BUDGET IMPACT:

None

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

Topic: Establishment of a Regional Tolling Authority and the Yolo 80 Corridor Improvement Project	Agenda Item#:	4
	Agenda Type:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: B. Abbanat / A. Bernstein		Meeting Date: January 22, 2024

RECOMMENDATION:

Staff recommend the following for Board actions:

1. Approve the Joint Powers Authority (JPA) agreement (Attachment A) with the Sacramento Area Council of Governments (SACOG) and the California Department of Transportation (Caltrans) establishing the Capitol Area Regional Tolling Authority (CARTA).
2. Approve the resolution (Attachment B) consenting to CARTA's submission of a Toll Facility Application to the California Transportation Commission (CTC) for Yolo 80 pursuant to Assembly Bill (AB) 194.

BACKGROUND:

Note: This staff report focuses on establishing a regional highway tolling Joint Powers Authority (JPA), which is closely related to the Yolo 80 Managed Lanes project. Staff reports dating to the project's inception can be found on the YoloTD website:

Yolotd.org → Planning & Projects → Freeways & Roads

Tolled lanes, including express lanes and high-occupancy toll lanes, are identified as a critical component of SACOG's adopted MTP/SCS to improve traffic management, increase system reliability, expand modal choice, and increase person and freight throughput. The adopted MTP/SCS identified the following corridors in the region for tolled facilities: US 50, I-80, I-5, SR 51 (Capital City Freeway), SR 99, and SR 65. This report builds on previous tolling presentations and discussions over the past two years. YoloTD, SACOG, Caltrans, and other transportation stakeholders believe that a regional approach, rather than multiple organizations within the region, would be the best overall strategy for managing tolling facilities.

The CTC was delegated authority to approve tolled facilities on the state highway system through AB 194. The CTC requires each tolled facility, or project, seek approval prior to construction. Toll Facility Project Applications may be submitted by a Regional Transportation Planning Agency (RTPA), a JPA with the consent of the RTPA, or Caltrans. The CTC's approval process also requires a public hearing on each Toll Facility Project Application prior to the CTC commission meeting when the approval is considered.

The Yolo 80 is the first project in the region that will seek approval to toll from the CTC. The project extends along I-80 from the Yolo/Solano County line to West El Camino Avenue in Sacramento County and on US 50 from the I-80/US 50 Interchange to the US 50/I-5 interchange. Yolo 80 has received \$86 million in federal INFRA funds, which requires the project to begin construction in September 2024 or risk forfeiture of the funds. To meet this deadline, the project must go out to bid in April 2024. The project's draft environmental

document was released on November 13, 2023, and comments were due January 12, 2024; the Notice of Determination is anticipated to be filed in Spring 2024. Twelve alternatives are included in the draft environmental document, including multiple that would construct tolled lanes.

Per the CTC, its approval to develop and operate a toll facility must occur at the March 2024 CTC meeting, which requires a Toll Facility Project Application to be submitted in early February 2024. As the RTPA covering Yolo County, SACOG must either submit the application for the Yolo 80 on its own or consent to a joint powers authority submitting the application. Through a contract with a consultant, YoloTD has been conducting the necessary analyses and preparing the required documentation for the application, in consultation and coordination with SACOG and Caltrans staff.

Discussion/Analysis:

YoloTD, SACOG, and Caltrans have been working together, along with other partners in the region, to develop a governance structure for a regional tolling authority. Staff believe a regional JPA capitalizes on the unique skillset of the region's transportation partners while minimizing risks to individual agencies. The staff recommendation is to create a regional JPA that serves as the tolling authority, called CARTA. As proposed, CARTA would have five voting board members to start: one at-large Director appointed by SACOG, one Director within Yolo County appointed by SACOG, two Directors appointed by YoloTD, and one Director appointed by Caltrans. In the future, if a new toll facility is approved within Sacramento County, three new Directors will be added: one Director within Sacramento County appointed by SACOG and two Directors appointed by Sacramento Transportation Authority (STA). If a new toll facility is approved within Placer or El Dorado Counties, Placer County Transportation Planning Agency (PCTPA) or El Dorado County Transportation Commission (EDCTC) could join CARTA and new Directors could be appointed in the same manner. However, as RTPAs, PCTPA and EDCTC retain the ability to establish their own tolling authorities. During the December meeting, the SACOG Board discussion highlighted the importance of creating a tolling governance structure that performs well on four metrics:

- Minimizes risk to the Yolo 80 project
- Minimizes risk to SACOG
- Promotes regional partnership
- Preserves local representation

YoloTD staff believe the recommended governance structure performs best on these four metrics. The staff-recommended structure is also supported by Caltrans, and was approved by the SACOG Board on January 18, 2024. Support from SACOG and Caltrans minimizes barriers to successfully delivering the \$86 million in discretionary federal funds on the Yolo 80 project. The staff-recommended structure also creates a separate entity, successfully minimizing legal and financial liability to YoloTD. Most importantly, the staff-recommended structure strikes a balance between the need for regional partnership on decisions that will impact counties who may have toll facilities in the future and the need for local representation on decisions that impact specific toll facilities in specific communities. The staff-recommended structure strikes this balance by including non-voting seats for potential future JPA members and creating clear means to add counties as new toll facilities are developed.

The SACOG Board of Directors approved the JPA agreement on January 18, 2024. In developing the recommended governance structure, SACOG staff reviewed six potential governance structures discussed by the SACOG Board or requested by partners. A discussion of how each alternative performs in each of the four metrics is detailed in Attachment C.

In addition, YoloTD, SACOG, and Caltrans have been working closely with STA to respond to their comments regarding representation and ensure the tolling authority governance structure works for all potential future members. SACOG staff presented the staff-recommended tolling governance structure and the options under consideration to the STA Board at their January 11th meeting. The STA Board directed their staff to continue to

negotiate with SACOG and YoloTD to ensure STA is named as the appointing agency for Sacramento County and that plans to expend excess net toll revenue for a corridor require a supermajority vote of the county or counties along that corridor. The staff-recommended JPA agreement (Attachment A) is responsive to both requests.

This excess net toll revenue voting requirement would mean that for CARTA to adopt a plan to expend excess net toll revenue for a corridor--in addition to a majority of all CARTA Directors--two Directors from each county on the corridor would need to vote in the affirmative. Staff believe this additional voting requirement meets STA's request while limiting risk to Yolo 80 and SACOG, and balancing regional partnership and local representation. In developing the recommended voting requirement, staff reviewed three potential options. A discussion of how each voting alternative performs is detailed in Attachment C. Changes to the JPA agreement between the December Board and January Transportation Committee meetings are tracked in red. Changes to the agreement between the January Transportation Committee and January Board meetings are tracked in blue.

The role of Caltrans in the tolling authority was a key topic of discussion at the December SACOG Board and YoloTD Board meetings. As proposed in the staff recommendation, the CARTA Board would include one voting seat for Caltrans. Staff believe the inclusion of Caltrans as a participating member of the JPA has the potential to reduce costs through transportation management center, maintenance, and design support; and reduce institutional barriers through expedited permitting and review processes. Tolling facilities on the state highway system require numerous agreements with Caltrans, including cooperative agreements that cover design, construction, operations, and maintenance. Additionally, some tolling facilities operations can be delivered at a lower cost by Caltrans rather than the tolling agency contracting with a contractor and then additional oversight still performed by Caltrans. With their participation directly on the Board, Caltrans will be able to ensure more streamlined review and approval processes to execute these agreements. The involvement of Caltrans will also likely improve funding and financing opportunities, as US Department of Transportation, CTC, and municipal investors all highly value well-functioning partnerships when evaluating grant applications and bond sales. These benefits and their slides are included in Attachment D.

As a member agency in the newly formed JPA approval to submit a toll facility application within YoloTD's jurisdiction is appropriate. As YoloTD is the consolidated transportation services and congestion management agency for Yolo County, staff recommend the Board approve the resolution consenting to CARTA submitting a toll facility application for Yolo 80 (Attachment B).

Fiscal Impact:

The staff and legal costs associated with forming a tolling authority and participating as a stakeholder on the Yolo 80 project is funded by prior YoloTD Board actions.

Attachments

- A. Joint Powers Authority Agreement
- B. Resolution
- C. Joint Powers Authority Analysis Metrics
- D. Presentation Slides

**JOINT EXERCISE OF POWERS AGREEMENT
FOR
CAPITAL AREA REGIONAL TOLLING AUTHORITY**

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), is made and entered as of the _____ day of _____, 2024, by and between the Yolo County Transportation District (“YoloTD”), the Sacramento Area Council of Governments (“SACOG”), and the California Department of Transportation (“CALTRANS”), hereinafter individually referred to as Member or collectively as Members, for the purpose of creating a multi-county entity that will develop and operate toll facilities throughout the region.

In adopting this Agreement and forming the Authority, the initial Members intend to create a mechanism to enable additional regional stakeholders to become Members, including but not limited to the Placer County Transportation Planning Agency (PCTPA), the El Dorado County Transportation Commission (EDCTC), and the Sacramento Transportation Authority (STA).

RECITALS

- A. The Joint Exercise of Powers Act (California Government Code Section 6500 et seq., the “Act”) authorizes the Members to enter into an agreement for the joint exercise of any power common to them and, by that agreement, create an entity that is separate from each of the Members.
- B. Pursuant to Streets and Highways Code section 149.7, a joint exercise of powers authority, with the consent of the Regional Transportation Planning Agency, may apply to the California Transportation Commission (“CTC”) to develop and operate high-occupancy toll lanes or other toll facilities, including but not limited to the administration and operation of value pricing programs and exclusive or preferential lane facilities for public transit or freight.
- C. YoloTD and CALTRANS are pursuing the Yolo 80 Corridor Improvements Project, which includes, among other improvements, the construction of toll lanes in both the eastbound and westbound direction of Interstate 80 in Yolo County. Additionally, future toll facilities may be constructed in Yolo County and other counties within the Sacramento region.
- D. SACOG serves as the metropolitan planning organization for the six counties within the region and, in this capacity, SACOG adopts a metropolitan transportation plan and sustainable communities strategy that establish transportation and land use planning goals to meet state and federal mandates, including state-mandated greenhouse gas

reduction targets and federal Clean Air Act requirements, which policies include the support for implementation of toll facilities.

- E. SACOG serves as the Regional Transportation Planning Agency for the Counties of Yolo and Sacramento (as well as the Counties of Sutter and Yuba) and is, therefore, the regional governmental entity that must submit, or consent to submitting, an application to the CTC for tolling authority within these counties pursuant to section 149.7 of the Street and Highways Code.
- F. Placer County Transportation Planning Agency and El Dorado County Transportation Commission serve as the Regional Transportation Planning Agencies for Placer County and El Dorado County, respectively, and are therefore the regional governmental entities that must submit, or consent to a joint powers agency submitting, an application to the CTC for tolling authority in their respective Counties pursuant to section 149.7 of the Street and Highways Code.
- G. By entering into this Agreement, CALTRANS does not waive its rights under Streets and Highways code sections 114 and 149.7 or any other rights and authorities of CALTRANS under the law on the state highway system.
- H. Transportation corridors serve constituents and customers from all areas of the region and beyond, and thus having a regional tolling authority governed by stakeholders from throughout the region will enable implementation of toll lanes in a manner that is consistent, equitable, innovative, collaborative, and economical.
- I. YoloTD's and CALTRANS's Yolo 80 Corridor Improvements Project presents an opportunity for development of the first toll lanes in the region, and the creation of a regional tolling authority will enable collaboration in the development of both this initial toll project and future toll projects within the region.
- J. By this Agreement, the Members intend to create a joint powers agency to apply to the CTC to develop and operate tolling facilities within the Project; to potentially share in the development and operation of potential future toll lanes in the greater region; and to exercise the powers described herein and as provided by law (including but not limited to California Streets and Highways Code Section 149.7, as it now exists and may hereafter be amended).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Members agree as follows:

**ARTICLE 1
ESTABLISHMENT**

There is hereby created an organization known and denominated as the Capital Area Regional Tolling Authority (Authority) which shall be a public entity, separate and apart from any Member. The Authority shall be governed by the terms of this Joint Powers Agreement and the Rules, duly passed and adopted by the Board.

**ARTICLE 2
AUTHORITY AND DEFINITIONS**

Section 2.0 – Authority

This Agreement is entered into pursuant to the authority in Title 1, Division 7, Chapter 5 of the Government Code (commencing with Section 6500 et seq.) of the State of California.

Section 2.1 – Definitions

The following words or terms shall have the meaning ascribed to them within this Section unless the content of their use dictates otherwise:

- a. "Act" means the Joint Exercise of Powers Act of the State of California, California Government Code Section 6500 et seq., as it now exists or may hereafter be amended.
- b. "Agreement" means this Joint Exercise of Powers Agreement.
- c. "Authority" means the Capital Area Regional Tolling Authority established by this Agreement as authorized by California Government Code Section 6503.5.
- d. "Board" means the Board of Directors of the Capital Area Regional Tolling Authority.
- e. "Controller" means the Controller of the Authority designated pursuant to this Agreement.
- f. "CTC" means the California Transportation Commission.
- g. "Director" means a member of the Board of Directors of the Authority.
- h. "Excess Net Toll Revenue" means funding available for various uses, as allowed by law, after other obligations are satisfied regarding debt service, funding of reasonable reserves, and proper operation and maintenance of the toll facility.
- i. "Fiscal Year" means July 1st through June 30th, or such other period as the Board may specify by resolution.

- j. “Gross Revenues” means all revenues received by the Authority for the operations of the toll lanes, including but not limited to tolls and interest on funds of the Authority.
- k. “Joint Facilities” means all facilities, equipment, resources, and property to be managed and operated by the Authority and, if and when acquired or constructed, any improvements and additions thereto and any additional facilities or property acquired or constructed by the Authority or any of the Members related to toll lanes in the region. Joint facilities excludes the state highway system, which is owned and controlled by Caltrans.
- l. “Member” means the parties to this Agreement, including any entities that become a party to this Agreement after its initial effective date.
- m. “Metropolitan Transportation Plan” or “MTP” means the long-range transportation plan that is required under federal law pursuant to 23 U.S.C § 134.
- n. “Regional Transportation Plan” or “RTP” means the regional transportation plan that is required under state law pursuant to Government Code section 65080.
- o. “Regional Transportation Planning Agency” or “RTPA” means the agency designated under Government Code section 29532 or 29532.1 for regional transportation planning.
- p. “Secretary” means the secretary of the Authority appointed pursuant to this Agreement.
- q. “Section 149.7” means section 149.7 of the Street and Highways Code, as may be amended, revised, or renumbered from time to time.
- r. “State” means the State of California.
- s. “Sustainable Communities Strategy” or “SCS” means the strategy each MPO in California is required to develop as part of an RTP pursuant to California Government Code Section 65080.
- t. “Treasurer” means the Treasurer of the Authority designated pursuant to this Agreement.

ARTICLE 3 GENERAL PROVISIONS

Section 3.1 – Capital Area Regional Tolling Authority

- a. Pursuant to Section 6503.5 of the Act, the parties to this Agreement hereby recognize and confirm the continued existence of a public entity separate and independent from the Members.

- b. Within thirty (30) days after the effective date of this Agreement, and after any amendment, the Authority must cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by the Act.
- c. Within thirty (30) days after the effective date of this Agreement, and after any amendment, the Authority must cause a copy of such Agreement or amendment to be filed with the State Controller pursuant to the Act.
- d. Within ten (10) days after the effective date of this Agreement, the Authority must cause a statement of the information concerning the Authority, required by the Act, to be filed with the office of the California Secretary of State and with the County Clerk, amending and clarifying the facts required to be stated pursuant to the Act.

Section 3.2 – Purpose

The purpose of the Authority is to exercise the common powers of the Members to:

- a. Plan, design, finance, construct, own, manage, operate, and maintain the Joint Facilities under authorities such as Section 149.7;
- b. Collect toll and any other revenues generated by the Joint Facilities;
- c. Implement the financing, acquisition, and construction of additions and improvements to the Joint Facilities;
- d. Enter into and manage contracts, which may include but are not limited to the following, for the operations, maintenance, enforcement of the Joint Facilities, and for professional services;
- e. Oversee operation of the Joint Facilities;
- f. Make policy decisions related to the toll lane operations, including but not limited to setting tolls to cover costs (operating and maintaining facility; administering system; contract costs) and setting revenue generation targets;
- g. Prepare and adopt the plan for expenditure of toll lane revenues within the corridor in which they are collected;
- h. Implement or contract for implementation of such expenditure plan;
- i. Create and implement an equity program associated with toll lanes, if desired; and
- j. Issue and repay indebtedness of the Authority.

Each of the Members is authorized to exercise all such powers (except the power to issue and repay indebtedness of the Authority) pursuant to its organic law, and the Authority is authorized to issue and provide for the repayment of indebtedness pursuant to the provisions of the Bond

Law or other applicable law. Nothing in this Agreement shall constitute a relinquishment, grant, or delegation of CALTRANS's rights in connection with the state highway system.

Section 3.3 – Term

This Agreement is effective upon the approval and execution by CALTRANS, YoloTD, and SACOG. The Effective Date of this Agreement is [REDACTED], 2024. This Agreement will continue in effect until such time as all of the following have occurred: (i) all indebtedness, if any, and the interest thereon issued by the Authority under the Bond Law, the Act, or other applicable law have been paid in full or provision for such payment have been made, (ii) the Authority and the Members have paid all sums due and owing pursuant to this Agreement or pursuant to any contract executed pursuant to this Agreement, and (iii) dissolution has occurred pursuant to Section 4.3.

ARTICLE 4

POWERS AND OBLIGATIONS OF AUTHORITY

Section 4.1 – General Powers

The Authority will have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including, but not limited to, the powers to:

- a. Seek, receive, and administer funding from any available public or private source, including toll and any other revenues and grants or loans under any available federal, state, and local programs for assistance in achieving the purposes of the Authority;
- b. Contract for the services of engineers, attorneys, planners, financial, and other necessary consultants, and/or other public agencies;
- c. Make and enter into any other contracts;
- d. Employ agents, officers, or employees;
- e. Adopt and utilize a fictitious business name or other trademarks;
- f. Acquire, lease, construct, own, manage, maintain, dispose of, or operate (subject to the limitations herein) any buildings, works, or improvements, including but not limited to the Joint Facilities;
- g. Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, or sale;
- h. Incur all authorized Indebtedness;

- i. Receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any source;
- j. Sue and be sued in its own name;
- k. Seek the adoption or defeat of any federal, state, or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority;
- l. Adopt rules, regulations, policies, plans, programs, bylaws, and procedures governing the operation of the Authority and the Joint Facilities;
- m. Invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to California Government Code Section 53601, as it now exists or may hereafter be amended;
- n. With the consent of the appropriate Regional Transportation Planning Agency, apply to the CTC to develop and operate toll facilities consistent with the applicable MTP, SCS, and RTP, and consistent with the requirements of Streets and Highways Code section 149.7;
- o. Enter into memoranda of understanding, intergovernmental agreements, joint powers agreements, and other similar agreements with Members and other governmental agencies to delineate respective responsibilities for planning, environmental, funding, design, construction, implementation, and similar activities for the development and completion of projects that will involve tolling;
- p. Carry out and enforce all the provisions of this Agreement; and
- q. Exercise all other powers not specifically mentioned herein, but common to the Members, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended.

Section 4.2 – Specific Powers and Obligations

- a. Audit. The records and accounts of the Authority must be audited annually by an independent certified public accountant, and copies of such audit report must be filed with the State Controller and the County Auditor and will be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. If not otherwise required by law, regulation, or any contract, the Board of Directors may, by unanimous vote, replace the annual audit with an audit covering up to a two-year period.

- b. Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any Bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.
- c. Liabilities. The debts, liabilities, and obligations, whether contractual or non-contractual, of the Authority will be the debts, liabilities, and obligations of the Authority alone, and not the debts, liabilities, or obligations of the Members or their member entities. The Authority is not liable for the debts, liabilities, or obligations of its Members, including debts, liabilities, or obligations incurred prior to the Effective Date of this Agreement or prior to the Member joining the Authority.
- d. Manner of Exercise. For purposes of California Government Code Section 6509, the powers of the Authority will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon SACOG. The Authority shall follow SACOG's policies and procedures for procurement, unless and until the Authority Board adopts its own policies and procedures; provided, however, that as long as SACOG staff provides procurement or administrative services to the Authority, the Authority shall continue to follow SACOG's policies and procedures unless SACOG consents to alternative procedures.
- e. Restrictions. The Authority shall only engage in activities, including construction, operations, and ownership of real property or facilities, related to tolling, the operation of toll lanes, or the Joint Facilities. This limitation shall not preclude the Authority from expending toll revenues on corridor enhancement or similar projects, or for any other purpose allowed by law for the use of toll revenues. However, the Authority shall not expend toll revenues, or any other Authority funds, for any purpose that is inconsistent with the applicable MTP, SCS or RTP, that would not conform to Clean Air Act requirements, or that would violate regional, state, or federal laws. The Authority shall not submit an application to develop and operate toll facilities without the consent of the applicable RTPA to submit the application.
- f. Review of Agreement. This Agreement will be reviewed every four (4) years by the Members, but its terms and conditions may be reviewed more frequently whenever the Members agree to do so. Upon the completion of every such review, the Authority will prepare a report regarding any recommended changes to the Agreement and transmit such report to each of the Members.

Section 4.3 – Dissolution of Authority

- a. Notice of Dissolution. An individual Member can express its intent to dissolve the Authority with at least 12 months' written notice, which dissolution must occur on

June 30 of the year that is at least 12 months from the date of notice. An intent to dissolve shall be expressed in a resolution of the Member. This section does not limit dissolution by mutual agreement of all Members.

b. Agreement with Successor Entity. The Authority cannot be dissolved unless and until a successor entity, qualified by State law then in-effect, has agreed to (i) assume ownership of the Authority's Joint Facilities and other assets, (ii) provide for the assumption or discharge of the Authority's Indebtedness and other liabilities, and (iii) carry out all duties associated with operation and maintenance of the toll lanes and management of the expenditure of the Gross Revenues. Such agreement must be expressed in a contract between the successor entity, the Authority, and all Members. This subsection shall not apply if a successor entity would serve no purpose.

ARTICLE 5

ORGANIZATION, GOVERNANCE, AND FUNCTIONS OF AUTHORITY

Section 5.1 – Members

- a. Initial Members. The initial Members will be YoloTD, SACOG and CALTRANS.
- b. Additional Members. With the intent of creating an entity that is representative of the entire region, the Members stipulate that other public agencies may join as Members of the Authority as follows:
 - i. PCTPA, EDCTC, and STA may each become a Member by executing this Agreement and delivering to the Authority a duly adopted resolution of the agency's governing board, authorizing execution of this Agreement and agreeing to be fully subject to and bound by its terms, as well as to all other binding agreements, if any, among all of the Members related to the governance or operation of the Authority, *provided that:*
 1. The RTP governing, and/or adopted by, its jurisdiction allows for and considers implementation of one or more tolling projects;
 2. The authorizing resolution, or other formal governing board action, requests that the Authority apply to the CTC for tolling authority or otherwise initiate a tolling project; and
 3. The agency is not separately operating, or applying for authority to operate, any other toll facilities.

An agency will become eligible to become a Member no later than 30 days after the CTC approval for the Authority's development and operation of toll

lanes. Notwithstanding the foregoing, the Board may adopt a resolution making PCTPA, EDCTC, or STA a Member at an earlier time, and such resolution may be based on a memorandum of understanding or other agreement detailing the parties' roles and responsibilities. The Board shall in good faith consider requests to become a Member from the agencies identified in this subsection in order to facilitate an application to the CTC to develop and operate toll lanes. The intent of this Section is to add new Members in an efficient and responsible manner, and in advance of preparation and submittal of an application to the CTC. The Authority, therefore, shall not unreasonably deny, or unreasonably delay approval of, a potential new Member's request to join the Authority.

Prior to, and as a condition of, becoming a Member, the interested agency shall submit an operations plan satisfactory to the Authority that details how the agency will fund and implement its tolling project and enter into a memorandum of understanding or other agreement with the Authority delineating the roles, responsibilities, and financial obligations of the Authority and the agency for implementation of one or more specific toll projects. The Authority shall not be obligated to expend Authority funds for a potential new Member's application costs, and a new Member shall not have authority to compel the use of any of Authority's (or any other Member's) funds or other resources.

- ii. Other public agencies, including agencies from additional counties, that propose toll projects may become Members upon the approval of all Members and subject to terms substantially similar to the terms for the agencies identified in subsection (i) above.

Section 5.2 – Governing Board

- a. Governance. The Board will govern the Authority in accordance with this Agreement. All voting power of the Authority will reside in the Board.
- b. Appointments. Appointments to the Board will be as follows:
 - i. YoloTD will appoint two (2) Directors.
 - ii. SACOG initially will appoint two (2) Directors. At least one SACOG appointment shall be from Yolo County or a city within Yolo County. If any additional Members join, SACOG shall make one (1) additional appointment per county. SACOG's additional appointments shall be from the county, or a city within the county, of the additional Member so that SACOG will always

appoint one Director per county represented in the Authority and one at-large Director.

- iii. CALTRANS will appoint one (1) Director, who shall be an employee of CALTRANS.
- iv. As applicable, each additional Member that joins the Authority pursuant to Section 5.1.b.i shall appoint up to two (2) Directors upon joining the Authority as a Member.
- v. With the exception of CALTRANS's appointment, all Directors shall concurrently serve on the governing board of the appointing Member.

c. Alternates. Each Member may appoint one alternate Director. In the absence of an appointed Board Member, the alternate may act as a full voting Director. The Board may adopt a policy allowing additional alternate Directors.

d. Vacancies. Each Director will cease to be a member of the Authority Board if and when such Director ceases to hold office on the legislative body of the appointing Member or, in the case of CALTRANS, ceases to be employed by CALTRANS. Vacancies will be filled by the respective appointing Member in the same manner as initial appointments.

e. Nonvoting Directors. Prior to becoming a Member, as set forth in Section 5.1 above, EDCTC, PCTPA, and STA may each appoint a nonvoting Director, which Director shall either serve on their governing board or the staff of the agency.

Nonvoting Directors shall not be counted toward a quorum, but shall receive notice of all meetings and may participate in all public discussions. Nonvoting Directors shall not be entitled to receive confidential information of the Authority or participate in closed sessions. The Board may approve the inclusion of additional Nonvoting Directors at its discretion.

Section 5.3 – Compensation and Expense Reimbursement

- a. Stipend. Directors may be entitled to a stipend for attending each Board meeting upon the enactment of a resolution of the Board to authorize such stipends.
- b. Waiver. A Director may waive the compensation to which the Director would otherwise be entitled under the preceding paragraph by notifying the Secretary in writing that he or she expressly and irrevocably waives any such compensation that he or she would otherwise be entitled to be paid in the future for services as a Director. This written waiver must: (i) be voluntary; (ii) be irrevocable; (iii) expressly waive any and all future compensation to which the Director may be entitled under

this Section 5.2; (iv) acknowledge that, by waiving compensation, the Board member understands he or she is not entitled to any compensation he or she would otherwise be eligible to receive pursuant to this Section 5.2; (v) acknowledge that the amount of the waived compensation will be retained in the Authority's general assets; and (vi) be dated and signed by the Director and filed with the Secretary before the compensation is paid.

- c. **Expenses.** Each Director will be entitled to be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board in full accordance with all applicable statutory requirements.
- d. **Nonvoting Directors.** Nonvoting Directors and CALTRANS's appointed Director may not receive compensation but may receive expense reimbursement only if authorized by a policy adopted by the Board and if the Board determines that allowing expense reimbursement will serve the public purpose of the Authority.

Section 5.4 – Conflicts of Interest

- a. **Political Reform Act.** Board members will be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest, and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority must adopt a conflict of interest code in compliance with the Political Reform Act.
- b. **Levine Act.** Board members are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and therefore subject to the restrictions of such act on the acceptance, solicitation, or direction of contributions.

Section 5.5. – Board Meetings

- a. **Time and Place.** The Board will meet quarterly, or more often as needed, at a place designated by the Board with the location included in the notice of each meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The date, time, and place of regular meetings of the Board will be designated on a meeting calendar adopted by the Board each year.
- b. **Call and Conduct.** All meetings of the Board will be called and conducted in accordance with the provisions of the Ralph M. Brown Act and any other applicable law.
- c. **Quorum.** A quorum for the transaction of business shall be a majority of the Directors.

- d. Rules. The Board may adopt from time to time such bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.
- e. Minutes. The Secretary will cause minutes of all meetings of the Board to be drafted and provided to each Member promptly after each meeting. Upon approval by the Board, such minutes will become a part of the official records of the Authority.
- f. Confidential Proceedings. All information received by the Board in a closed session shall be confidential. However, a Director may disclose information obtained in a closed session that has direct financial or liability implications for the Director's Member agency to the following individuals: legal counsel of the Member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Member; other members of the Member's governing board present in a closed session of that local agency member; and any designated alternate Director of who is attending a closed session of the Authority in place of the Director. To the extent that any information referenced in this paragraph is requested pursuant to a California Public Records Act request, the Member in receipt of the request will inform the legal counsel of the Authority within five (5) working days of receipt and make the Authority's legal counsel aware of any documents subject to disclosure. The Member and the Authority will consult with each other prior to the release of any documents pursuant to the CPRA request.

Section 5.6 – Voting

- a. All actions of the Board will require a quorum of the Board to be present for voting.
- b. Except as expressly set forth in this Agreement or otherwise limited by law, actions of the Board require the affirmative vote of a majority of a quorum that is present and voting. Board members may not cast proxy or absentee votes.
- c. Except as provided in subsection d. below, adoption or amendment of a budget or an expenditure plan, adoption of an ordinance, or approval of an agreement with a successor agency as a prerequisite for dissolution of the Authority under Section 4.3, requires the affirmative vote of a majority of all Directors.
- d. To approve the expenditure of Excess Net Toll Revenue, there must be both: (i) a majority vote of the full Board, and (ii) an affirmative vote of at least two (2) Directors from each county within the respective corridor that has an operating toll facility. The affirmative vote may be from any Director from a jurisdiction within the respective county.

Section 5.7 – Officers

- a. The Board will elect a Chair and Vice-Chair from among its members, and will appoint a Secretary who may, but need not, be a member of the Board. The Chair and Vice Chair will serve one-year terms and must be appointees of different Members. The officers will perform the duties normal to said offices as described below. If the Chair or Vice Chair ceases to be a member of the Board, the resulting vacancy will be filled, for the remainder of the vacant term, at the next meeting of the Board held after each vacancy occurs.
- b. Chair. The Chair will preside over all meetings of the board and will sign all contracts on behalf of the Authority, except contracts that the Board may authorize an officer or agent, or employee of the Authority to sign. The Chair will perform such other duties as may be imposed by the Board in accordance with law and this Agreement.
- c. Vice Chair. The Vice Chair will act, sign contracts, and perform all of the Chair's duties in the absence of the Chair.
- d. Secretary. The Secretary must countersign contracts signed on behalf of the Authority and will be the official custodian of all records of the Authority. The Secretary will attend to such filings as required by applicable law. The Secretary will perform such other duties as may be imposed by the Board.

Section 5.8 – Common Interest and Confidentiality

The Members have a common interest in all operations and proceedings of the Authority. Each agrees to maintain the confidentiality of all confidential, proprietary, or privileged information of the Authority. The Authority acting through the Board shall be the holder of all privileges.

Section 5.9 – Auditor/Controller and Treasurer

The Treasurer of Sacramento County will serve as the Auditor/Controller and Treasurer of the Authority. The Treasurer will be the depositary and will have custody of all of the accounts, funds, and money of the Authority from whatever source. The Auditor/Controller and the Treasurer will perform the duties and functions, assume the obligations and authority set forth in Sections 6505, 6505.5 and 6505.6 of the Act, and assure strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Auditor/Controller and Treasurer are designated as having charge of, handling, or having access to funds or property of the Authority for purposes of the Official's Bond required under Section 6505.5 of the Act and Section 5.10 of this Agreement. The Authority may change the Auditor/Controller, and/or Treasurer, and/or appoint other persons possessing the qualifications set forth in Section 6505.5 of the Act to these offices, by resolution of the Board of Directors.

Section 5.10 – Staffing

The member agencies may commit staff resources to the Authority as may be required or requested in order to fulfil the purposes and obligations of the Authority until such time as the Board adopts a permanent/interim staffing and organizational plan for the Authority. The Authority shall not participate in, or contract with, a public retirement system unless each Member first mutually enters a binding agreement to apportion the Authority's retirement obligations among the Members.

Section 5.11 – Additional Officers and Consultants

The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees or contractors/consultants of a Member or of the Authority. The Board may also retain such other consultants or independent contractors as may be deemed necessary or appropriate to carry out the purposes of this Agreement.

Section 5.12 – Official's Bond

The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority will be so designated and empowered by the Board. Each such officer or person will be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond will be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein will be appropriate expenses of the Authority. If it is prudent to do so, the Authority may procure a blanket bond on behalf of all such officers and persons.

Section 5.13 -- Status of Officers

All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and all other benefits that apply to the activity of officers or agents of the Authority when performing their respective functions within the territorial limits of a Member will apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers or agents appointed by the Board will be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their appointment or employment by the Authority.

Section 5.14 – Committees

The Board may create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committees by the Board. Qualified persons will be appointed to such committees by the Board and each such appointee will serve at the pleasure

of the Board. The Board may delegate authority to committees, except that the Board may not delegate authority to adopt or amend a budget or expenditure plan, to enact an ordinance, or to hire a chief executive officer.

ARTICLE 6

OPERATIONS AND FACILITIES

Section 6.1 – Formation of Board

As soon as practicable after the date of this Agreement, the Members must appoint their representatives to the Board. At its first meeting, the Board will elect a Chair and Vice Chair, and appoint a Secretary as prescribed in Article 5.

Section 6.2 – Delegation of Powers; Revenues

The Members delegate to the Authority the power and duty to maintain, operate, manage, and control the Joint Facilities, as they may be planned, constructed, and expanded from time to time. The revenues generated by the Authority's tolls shall belong to the Authority. Nothing in this Article is intended to: (i) delegate the RTPA's right to consent to the Authority's submittal of an application to the CTC pursuant to Section 149.7, (ii) restrict the Authority from entering into agreements for the implementation of toll lanes that designate the rights and responsibilities of the Authority and other parties, including Members, or (iii) cause the Authority to assume any debt or liability of a Member.

Section 6.3 – Joint Facilities Costs, Reserves, and Capital

The Authority will have financial responsibility for the improvement, alteration, maintenance, and operation of the Joint Facilities and will pay all contractual and administrative expenses of the Authority. Once revenues are generated by the Authority's toll lanes, the Authority will establish reasonable reserves and undertake appropriate capital projects to maintain the Joint Facilities. The Authority may incur indebtedness for contractual and administrative expenses.

Section 6.4 – CALTRANS Services

CALTRANS has agreed to provide the Authority, including both the current Project and future Joint Facilities, with the following services in connection with the implementation and operation of Joint Facilities: Transportation Management Center services; access to the CALTRANS Freeway Service Patrol Contract; maintenance services; engineering services; access to the CALTRANS communications network; and expedited review of closures and permits. Within ____ days of the effective date of this agreement, CALTRANS shall provide the Authority with a memorandum detailing the scope, terms, and condition of services to be provided to the Authority. Upon acceptance by all other initial Members, the memorandum shall become an incorporated addendum to this Agreement.

ARTICLE 7

BUDGET AND OTHER FINANCIAL PROVISIONS

Section 7.1 – Fiscal Year

The Authority Fiscal Year will begin each July 1 and end on the following June 30.

Section 7.2 – Annual Budget

The Authority will adopt an annual budget for each fiscal year. Once the Authority first annual budget is adopted, no expenditures may be made by or on behalf of the Authority unless authorized by a budget or budget amendment. A draft budget shall be provided to the Members at least thirty (30) days prior to adoption.

Section 7.3 – Expenditures Within Approved Annual Budget

All expenditures within the limitations of the approved annual budget will be made in accordance with the rules, policies and procedures adopted by the Board.

Section 7.4 – Disbursements

Warrants will be drawn upon the approval and written order of the Board, and the Board will requisition the payment of funds only upon approval of claims, disbursements, and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies, and procedures adopted by the Board.

Section 7.5 – Accounts

All funds will be received, transferred, or disbursed by the Controller. The Treasurer will account for such funds separately, in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures, and status of bank accounts and investments will be reported to the Board quarterly or as the Board may direct and, in any event, not less than annually, pursuant to procedures established by the Board.

Section 7.6 – Expenditure Plan

The Authority shall develop the expenditure plan in consultation with CALTRANS and the applicable RTPA. The expenditure plan shall: be consistent with the applicable MTP/SCS and RTP; conform to the Clean Air Act requirements; consider the goals, policies, and funding priorities in the applicable MTP/SCS and RTP; give priority consideration to mitigation measures in any environmental impact reports, environmental assessments, mitigation monitoring and reporting plans, or other documents related to the approval of a project containing toll facilities; and consider programmatic mitigation measures in the applicable MTP/SCS and RTP.

This Section shall apply equally to all updates or amendments to an expenditure plan.

ARTICLE 8 **INDEMNITY**

Section 8.1 – Indemnity to Members from Authority

To the fullest extent permitted by law, the Authority agrees to save, indemnify, defend, and hold harmless each Member and its officers, employees, volunteers, or agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to negligent acts or omissions of the Authority or its officers, or agents or the employees, officers, or agents of any Member while acting within the course and scope of an agency relationship with the Authority

The provision of indemnity set forth in this Section shall not be construed to obligate the Authority to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

Section 8.2 – Indemnity to Authority and Other Members

To the fullest extent permitted by law, Members agree and covenant to defend, hold harmless and indemnify the Authority, its elected officers, employees, volunteers and its other Members from any claim, damage or liability in connection with acts, errors, omissions or breach or default of any Member or any person or entity acting on behalf of any Member, except to the extent the Member is acting in the course and scope of performing services for or on behalf of the Authority.

Section 8.3 – Certain Tort Liabilities

By this Agreement, the Members intend that the debts, liabilities, and obligations of the Authority, including tort liabilities, shall not be the debts, liabilities, and obligations of the Members. The indemnities in Sections 8.1 and 8.2 are intended to protect the Members from such debts, liabilities, and obligations, if necessary, including any liabilities that may be imposed pursuant to Government Code section 895.2. In the event of liabilities imposed pursuant to Government Code section 895.2, the Members, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member indemnifies and holds harmless each other Member and the Authority, for any loss, cost or expense, including reasonable attorney's and consultant fees, that may be imposed upon or incurred by such other Member or the Authority solely by virtue of Government Code Section 895.2.

Pursuant to this Section 8.3, CALTRANS shall indemnify and hold harmless the other Members from any liability imposed solely pursuant to Government Code Section 895.2 that results from construction on, or conditions of, the state highway system or that would otherwise be attributable to CALTRANS; this Section 8.3 shall be subordinate to a specific indemnity provision in any agreement between CALTRANS and the Authority.

Section 8.4 – Retirement Liabilities

To the extent applicable, each Member shall pay its apportioned share of the retirement liabilities of the Authority described in Government Code section 6508.2. Each Member shall defend and indemnify the other members for any failure to pay apportioned retirement liabilities. The Authority shall not incur any retirement liabilities unless and until each Member agrees to an apportionment of liabilities among the Members.

Section 8.5 – Officers and Employees

The Authority shall provide for the defense of its officers and employees to the extent required by law as set forth in Government Code sections 995 et seq. or other applicable laws.

Section 8.6 – Insurance

The Authority shall insure itself, to the extent required by law and deemed appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this revised Agreement. The Authority shall, at a minimum, procure adequate insurance prior to acquiring any real property interests or hiring for any construction work.

Section 8.7 – Implementation Agreements

This Article shall not limit the Authority from entering separate agreements with Members, such as project implementation agreements, that include indemnity and other contractual risk provisions between the Authority and a Member.

ARTICLE 9

MISCELLANEOUS

Section 9.1 – Amendments

This Agreement may be amended by a writing or writings executed by the Members approved by resolution of each Member's governing body.

Section 9.2 – Notice

Any notice required to be given or delivered by any provision of this Agreement will be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and

will be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 9.3 – Good Faith Negotiations

The Members acknowledge that differences between them and among the Board members may arise from time to time and agree to make good faith efforts to resolve any such differences via good faith negotiations among the Members or Board members, as the case may be. If such negotiations do not resolve the dispute, and no Member gives a notice to dissolve the Authority as provided in this Agreement, then the Members may resolve disputes in any manner permitted by law or in equity.

Section 9.4 – Attorney's Fees

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding will be entitled to an award of its actual and reasonable attorney's fees, costs, and expenses incurred in the proceeding.

Section 9.5 – Successors

This Agreement will be binding upon and inure to the benefit of any successor of a Member.

Section 9.6 – No Third Party Beneficiaries

The rights and obligations set forth in this Agreement are solely for the benefit of the Members, and this Agreement is not intended to, and does not, confer upon any other person any rights or remedies, including any right to enforce its provisions. The rights granted to third parties are strictly limited to those rights expressly provided.

Section 9.7 – Assignment and Delegation

No Member may assign any rights or delegate any duties under this Agreement without the written consent of the other Members, and any attempt to make such an assignment will be null and void for all purposes.

Section 9.8 – Counterparts

This Agreement may be executed in one (1) or more counterparts, all of which together will constitute a single agreement, and each of which will be an original for all purposes.

Section 9.9 – Severability

Should any part, term, or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this

Agreement will not be affected thereby and to that end the parts, terms, and provisions of this Agreement are severable.

Section 9.10 – Integration

This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 9.11 – Execution

Each individual executing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of their respective Member. Members other than Caltrans represent and certify that they have, through their regular process, authorized the execution of this Agreement by appropriate resolution, delegation, or plenary authority, as required.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

[SIGNATURE PAGE TO FOLLOW]

RESOLUTION NO. 2024-001

A RESOLUTION OF THE YOLO COUNTY TRANSPORTATION DISTRICT GRANTING CONSENT TO THE CAPITAL AREA REGIONAL TOLLING AUTHORITY TO SUBMIT AN APPLICATION TO THE CALIFORNIA TRANSPORTATION COMMISSION TO DEVELOP AND OPERATE TOLL LANES ON CERTAIN PORTIONS OF I-80 AND US 50 IN YOLO COUNTY

WHEREAS, Streets and Highways Code Section 149.7 authorizes a regional transportation agency to submit an application to the California Transportation Commission to develop and operate toll lanes; and

WHEREAS, under Section 149.7, a “regional transportation agency” includes either the transportation planning agency (pursuant to Government Code Section 29532) serving the area or a joint exercise of powers authority that has the consent of the transportation planning agency to submit an application to develop and operate toll lanes; and

WHEREAS, the Sacramento Area Council of Governments (“SACOG”) is the transportation planning agency pursuant to Government Code Section 29532 for the County of Yolo; and

WHEREAS, the Yolo County Transportation District, in partnership with the California Department of Transportation, and with the support and cooperation of SACOG, is pursuing a project to improve certain portions of Interstate 80 and Highway 50 within Yolo County, and the project is planned to include toll lanes in both directions; and

WHEREAS, in order to establish a regional governmental entity to develop and operate toll lanes within Yolo County and potentially within the greater region in the future, SACOG has approved the execution of a joint exercise of powers agreement with Yolo County Transportation District and the California Department of Transportation to form the Capital Area Regional Tolling Authority, or “CARTA”; and

WHEREAS, SACOG intends that CARTA will serve as the regional transportation agency for the purposes of Streets and Highways Code Section 149.7 and will submit an application to the California Transportation Commission to develop and operate toll lanes; and

**NOW THEREFORE, BE IT RESOLVED BY THE YOLO COUNTY
TRANSPORTATION DISTRICT,**

1. Yolo County Transportation District hereby consents to CARTA serving as the transportation planning agency and submitting an application to the California Transportation Commission to develop and operate toll lanes as part of the Yolo 80 Corridor Improvement Project in Yolo County.
2. The Executive Director is hereby authorized to execute any documents or perform any other tasks to effectuate the purposes of this Resolution, including execution of the CARTA Joint Powers Authority Agreement.

PASSED AND ADOPTED by the Board of Directors of the Yolo Transportation District, County of Yolo, State of California, this 22nd day of January, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Heather Cioffi, Clerk
Board of Directors

Approved as to Form:

Kimberly Hood, District Counsel

Attachment C - Evaluation of Tolling Governance Options

This attachment summarizes the evaluation SACOG staff and partners have done of potential tolling governance structures. The evaluation is based on four criteria: risk to the Yolo 80 project, risk to SACOG, regional partnership, and local representation. Staff believe Option 2A performs best on these criteria and therefore is the staff-recommended governance structure.

1. Option 1A: SACOG serves as the tolling authority permanently.
 - a. Overview: In this option, the SACOG existing Board structure and practices would be carried over to the tolling authority. This could be accomplished by SACOG becoming the tolling authority itself, or through the creation of a separate agency managed by the SACOG Board and staffed by SACOG staff, similar to Capital Valley Regional Service Authority for Freeways and Expressways (CVR-SAFE).
 - b. Risk to Yolo 80: This option creates significant risk to the Yolo 80 project. Both Caltrans and YoloTD have significant concerns with this option and a lack of clarity among the project partners creates additional barriers to delivering the discretionary federal funding on-time.
 - c. Risk to SACOG: This option creates significant risk to SACOG. SACOG alone would have to carry the financial burden and liability of the tolling authority. Serving as the tolling authority would also require SACOG to significantly alter its staffing to bring in expertise related to project implementation and tolling operations. These requirements would significantly impact SACOG's ability to complete its mandated planning and programming responsibilities.
 - d. Regional Partnership: This option promotes strong regional partnership by including representation from all jurisdictions within the six-county region on the tolling authority board.
 - e. Local Representation: This option promotes weak local representation as the jurisdictions with toll facilities are greatly outnumbered on the tolling authority board and would have limited voice in decisions that impact their facilities.
2. Option 1B: SACOG serves as the tolling authority temporarily to provide more time to discuss a JPA governance structure.
 - a. Overview: In this option, SACOG would serve as the tolling authority temporarily to keep the Yolo 80 project on track while providing more time for discussions on the ultimate governance structure. Once the ultimate governance structure has been decided, the tolling authority would be transferred.
 - b. Risk to Yolo 80: This option creates significant risk to the Yolo 80 project. The CTC is unlikely to approve tolling authority for an agency that does not intend to serve as a tolling authority long term. This option is also not supported by YoloTD or Caltrans and a lack of clarity among the project partners creates additional barriers to delivering the discretionary federal funding on-time.
 - c. Risk to SACOG: This option creates moderate risk to SACOG. The risks for Option 1A are maintained while SACOG is the tolling authority but could be mitigated once the risk is transferred.
 - d. Regional Partnership: Without a clear understanding of what the ultimate governance structure will be, the level of regional partnership is unclear.

- e. Local Representation: Without a clear understanding of what the ultimate governance structure will be, the level of local representation is unclear.

3. Option 2A (Staff Recommendation): A JPA is the tolling authority with one voting seat for Caltrans, one voting at-large seat for SACOG, and three voting seats for each county that has a toll facility.

- a. Overview: With this option, In the initial structure, SACOG has one at-large voting seat, Caltrans has one voting seat, and Yolo County has three voting seats (two appointed by YoloTD and one appointed by SACOG). When a toll facility is added in Sacramento County, three additional voting seats are added (two appointed by STA and one appointed by SACOG). Similarly, Placer and El Dorado Counties would have the option to join and add three seats each (two appointed by PCTPA or EDCTC and one appointed by SACOG).
- b. Risk to Yolo 80: This option is agreed upon by YoloTD but not preferred by Caltrans. Agreement between the project partners minimizes barriers to successfully delivering the discretionary federal funds.
- c. Risk to SACOG: This option creates a separate entity, minimizing SACOG's financial risk and preserving its capacity to complete its mandated planning and programming responsibilities.
- d. Regional Partnership: This option promotes regional partnership by creating a clear structure for the tolling authority to grow regionally as tolling facilities are developed. It also provides non-voting seats for potential future members to provide a means to weigh in on decisions that could impact them in the future.
- e. Local Representation: This option promotes regional partnership by giving the counties with toll facilities the greatest power on the Board, elevating their voices in decisions that impact their facilities.

4. Option 2B: A JPA with a similar structure to Option 2A is the tolling authority but Caltrans has two voting seats

- a. Overview: In this option, the tolling authority Board's initial structure has one SACOG at-large voting seat, two Caltrans voting seats, and Yolo County has three voting seats (two appointed by YoloTD and one appointed by SACOG). The board would grow in the same manner as Option 2A.
- b. Risk to Yolo 80: This option is preferred by Caltrans and was initially proposed by YoloTD. Agreement between the project partners minimizes barriers to successfully delivering the discretionary federal funds.
- c. Risk to SACOG: This option creates a separate entity, minimizing SACOG's financial risk and preserving its capacity to complete its mandated planning and programming responsibilities.
- d. Regional Partnership: This option promotes regional partnership by creating a clear structure for the tolling authority to grow regionally as tolling facilities are developed. It also provides non-voting seats for potential future members to provide a means to weigh in on decisions that could impact them in the future.
- e. Local Representation: This reduces local representation compared to Option 2A. Caltrans, as a state agency, reflects statewide interests and goals and priorities of the state administration, in addition to its interests as the owner and operator of the state

highway system within the SACOG region.

5. Option 2C: A JPA with a similar structure to Option 2A is the tolling authority but Sacramento County gets a fourth seat once a significant amount of toll lanes are operational in Sacramento County.
 - a. Overview: This option has the same initial board structure and expansion structure as Option 2A but Sacramento County receive a fourth voting seat appointed by STA once a significant portion of toll facilities are in operation in Sacramento County. This option was proposed by STA, but discussions with STA has shifted away from an extra seat in favor of voting rules. This information is included to reflect the analysis that was done when this option was in discussion.
 - b. Risk to Yolo 80: This option creates significant risk to the Yolo 80 project. This option is not supported by YoloTD and other counties and a lack of clarity among the project partners creates additional barriers to delivering the discretionary federal funding on-time.
 - c. Risk to SACOG: This option creates a separate entity, minimizing SACOG's financial risk and preserving its capacity to complete its mandated planning and programming responsibilities.
 - d. Regional Partnership: This option may discourage other counties from joining the tolling authority in the future and reduces the effectiveness of regional partnership.
 - e. Local Representation: While this option improves local representation for Sacramento County, it reduces local representation for all other counties.
6. Option 2D: A JPA is the tolling authority with one voting seat for Caltrans, one voting at-large seat for SACOG, and three total county seats that shift as new toll facilities are developed.
 - a. Overview: This option presents a fundamentally different structure that focuses on keeping the total number of board members as small as possible by maintaining five voting seats and shifting the seats between counties.
 - b. Risk to Yolo 80: This option creates significant risk to the Yolo 80 project. This option is not supported by YoloTD or other counties and a lack of clarity among the project partners creates additional barriers to delivering the discretionary federal funding on-time.
 - c. Risk to SACOG: This option creates a separate entity, minimizing SACOG's financial risk and preserving its capacity to complete its mandated planning and programming responsibilities.
 - d. Regional Partnership: This option moderately promotes regional partnership. At the ultimate configuration with one seat per county, power is balanced across the region.
 - e. Local Representation: This option reduces local representation by limiting each county to one seat. This limits the ability for different jurisdictions within a county to be represented on the Board and requires the one member to represent multiple communities' needs.

Evaluation of Voting Options

Voting Option 1A: (JPA supermajority - two votes - for every county) Require that any plans to spend excess net toll revenue be approved by (i) a majority vote of the whole JPA board AND (ii) an affirmative vote from at least two Directors from every County serving on the JPA.

- Pros: ensures that each county affirms plan to spend excess net toll revenue and reduces chance that any one county can be outvoted. Possibly creates incentive for regional compromises.
- Cons: allows a few voting directors to potentially block plans to spend excess net toll revenue, allows directors to potentially block plans to spend excess net toll revenue on projects outside their county.

Voting Option 1B (Staff Recommendation): (JPA supermajority - two votes - for each county on a corridor by corridor basis) Require that any plans to spend excess net toll revenue be approved by (i) a majority vote of the whole JPA board AND (ii) an affirmative vote from at least two Directors from each County serving on the JPA for the applicable corridor.

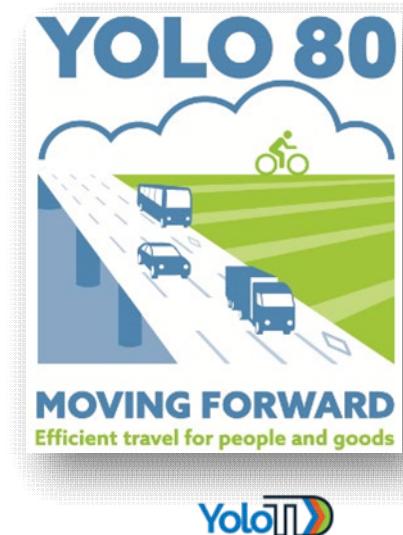
- Pros: focuses on a corridor approach, ensures the plans to spend excess net toll revenue are supported by the county(ies) involved, provides a clear governance structure for initial and future members.
- Cons: allows a few voting directors to potentially block plans to spend excess net toll revenue.

Voting Option 2: (JPA supermajority – future determination) Require that the Board revisit and consider the voting mechanism for expenditure plans and potentially other corridor-specific issues when the JPA expands beyond the initial members.

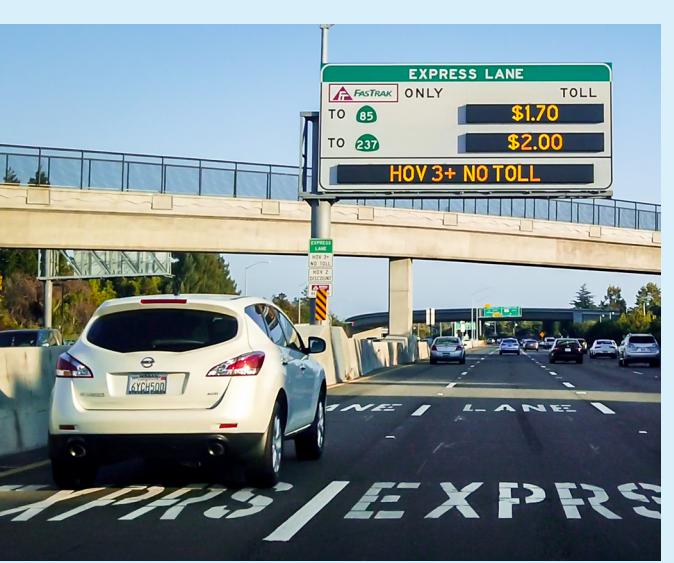
- Pros: can reflect conditions at the time the JPA expands; allows additional time for continuing dialogue on these issues without impacting current project.
- Cons: may be difficult to actually implement as new requirements once operations have begun; voting changes may require an amendment to the JPA to be binding, creates uncertainty in governance for potential future members.

Capital Area Regional Tolling Authority and the Yolo 80 Corridor Improvement Project

YoloTD Board Meeting
Item 4
22 January 2024



What we heard from the region



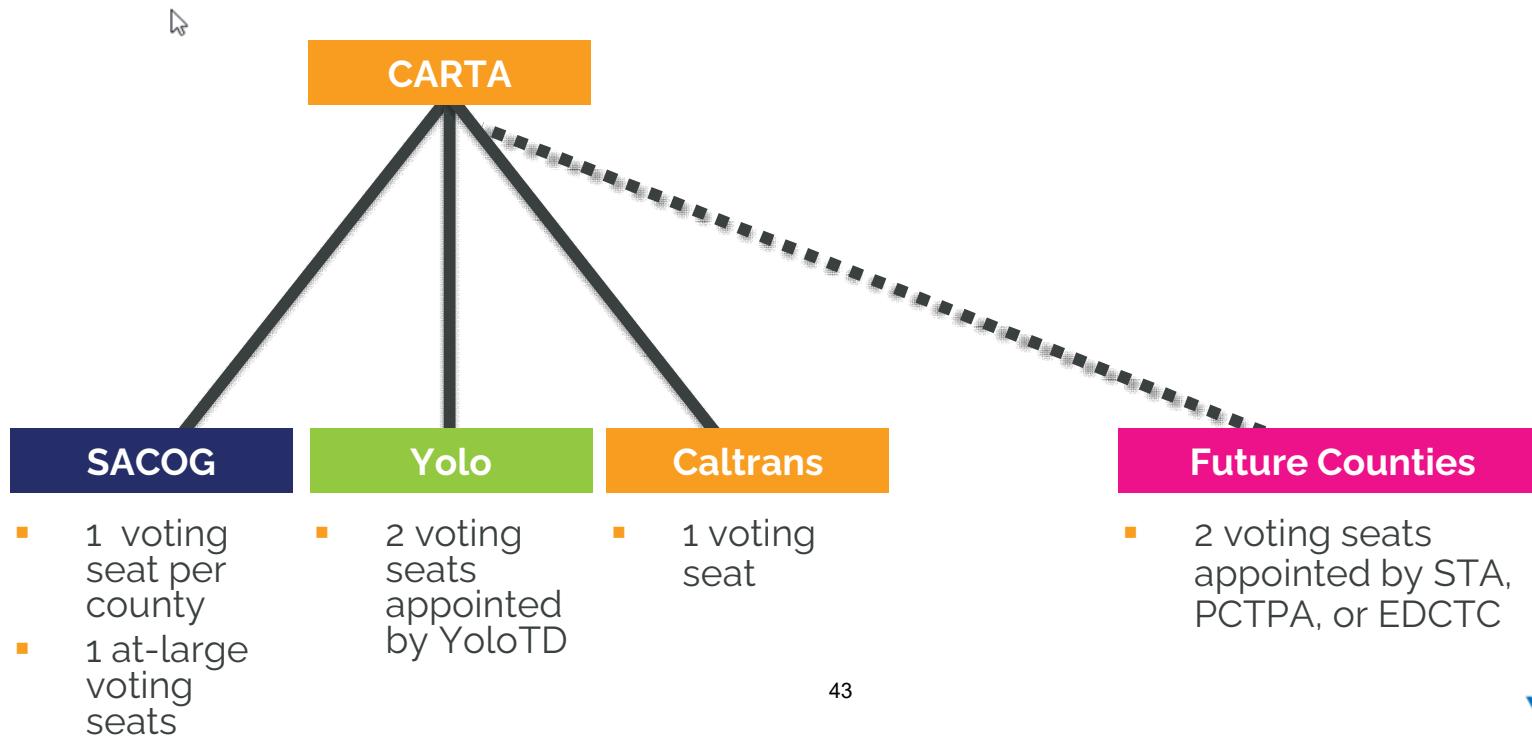
Caltrans' role in the JPA

- Lack of clarity on voting role
- Concern with non-elected Directors
- Desire for productive partnership with Caltrans

JPA appointments

- Ensure sufficient local representation
- Clarity on how the board grows
- Regional involvement for regional decisions
- Clarity on Sacramento County representation

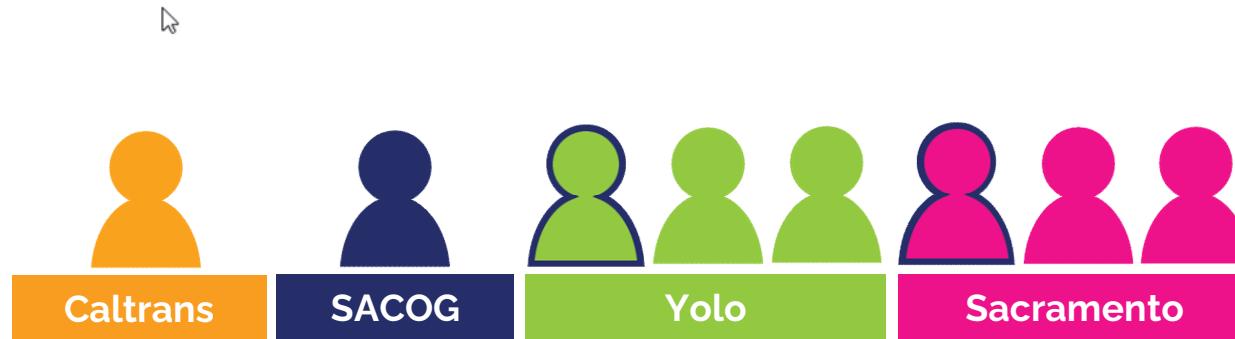
Governance staff recommendation



Scenario 1: Yolo Only



Scenario 2: Yolo and Sacramento



Scenario 3: Yolo, Sac, Placer, El Dorado



Tolling governance options

Option 1: SACOG

- Existing government structure
- Adds significant financial risk for SACOG
- Areas with toll facilities have less influence
- SACOG staff lack expertise in project development and delivery

Option 2: A new joint powers authority

- Insulates SACOG and jurisdictions from financial risk
- Combines expertise of SACOG, YoloTD, and Caltrans
- Gives areas with toll facilities sufficient control
- Potential for new layer of government

SACOG governance options

Option 1A: SACOG permanent authority

- SACOG serves as the tolling authority in name or an agency is created that is managed and staffed by SACOG like CVR-SAFE

Option 1B: SACOG temporary authority

- SACOG temporarily serves as the tolling authority until an ultimate governance structure can be decided on

JPA governance options

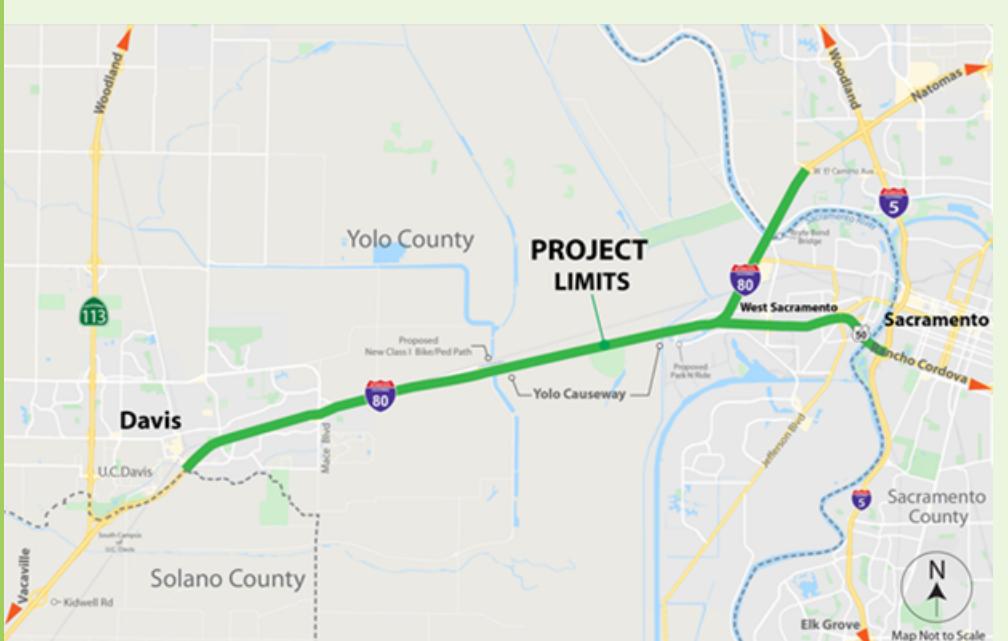
Option 2A: Staff rec	Option 2B: Two Caltrans	Option 2C: Extra Sac seat	Option 2D: Shifting seats
<ul style="list-style-type: none">Board starts with 5 voting members who are directly involvedAs new toll facilities are approved, new board seats are addedProvides three seats from each county with a toll facility	<ul style="list-style-type: none">Same basic structure as Option 2ACaltrans gets two voting seats	<ul style="list-style-type: none">Same basic structure as Option 2AWhen there are a significant amount of toll lanes in operation in Sacramento County, it gets a fourth seat	<ul style="list-style-type: none">Board starts with 5 voting members who are directly involvedAs new facilities are approved, board seats are given from one county to anotherProvides one seat from each county with a toll facility

NOTE: All JPA options name STA as Sacramento member and any could include Section 7.6 voting requirement

Governance options compared



Yolo 80 Corridor Improvement Project



Project Purpose

- Improve person throughput
- Support goods movement
- Improve modality and travel reliability

Project Management

- Caltrans District 3
- Yolo TD

Funding

- Committed: \$97 million
 - INFRA: \$86 million
- Likely Project Cost: \$XXX million
- Gap: \$XX million

Toll facility application

Corridor performance

- Up to 15 minutes travel time saved eastbound, 69 minutes westbound
- FREIGHT BENEFIT

Regional support

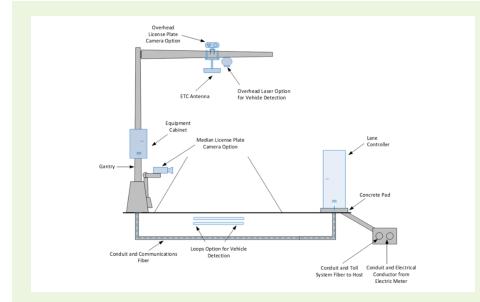
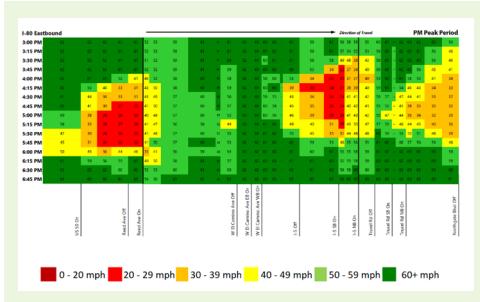
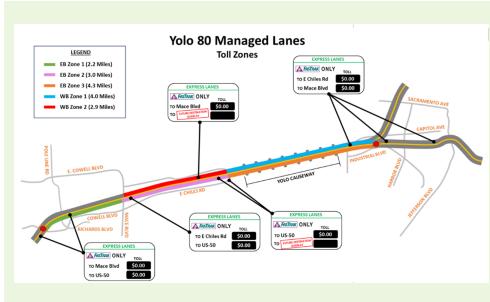
- Demonstrated Caltrans partnership
- In adopted MTP/SCS and MTIP
- Supports local general plans and transportation plans

Feasibility

- Compliance with state law
- Complete funding plan
- Concept of Operations



Concept of Operations



Facility design and performance

- Toll zones and access
- Signage
- Traffic performance: bottlenecks and travel times
- Transit considerations

Roles and responsibilities

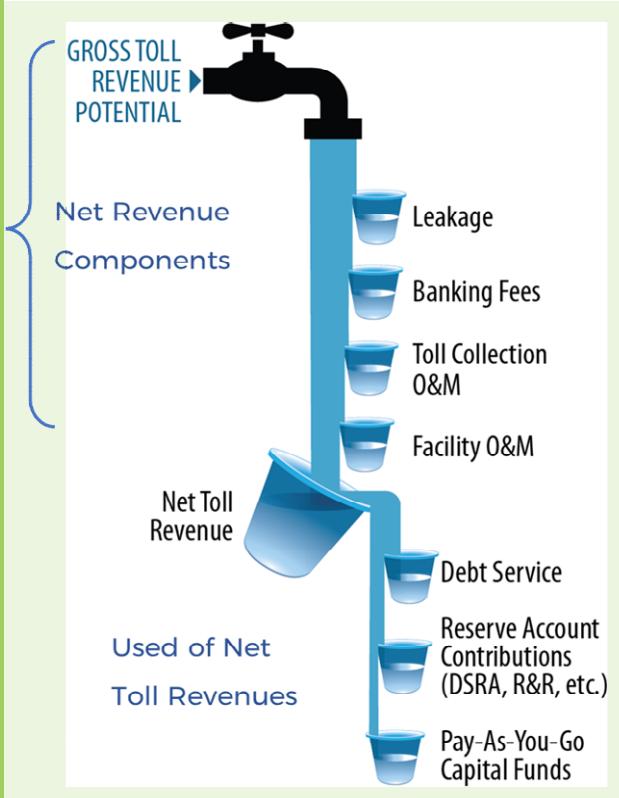
- CARTA as the lead for policy decisions, contracts, reporting, and performance
- Caltrans, YoloTD, SACOG supporting based on expertise
- Mandated roles of FHWA, CHP, CTC, other operators

53

Operations and technical requirements

- Operates 5am-8pm 7 days a week
- Mandated discounts
- Vehicle exemptions
- Toll collection interoperability with CA (FasTrak)
- Back offices contracted out by CARTA

Toll revenue and expenditures



Additional impacts to gross and net toll revenue

- Toll prices and operating hours
- Discount programs
- Required mitigation

Revenue generation factors

- Toll facility length
- Direct connectors
- Dual-lane facilities

Voting staff recommendation (Option 1B)

Plans for excess net toll revenue

- Affirmative vote from majority of CARTA Directors
- Affirmative vote from 2 of 3 Directors in each county for applicable corridor



Staff recommendation

- Approve JPA agreement (Option 2A).
 - One at-large SACOG voting seat
 - One Caltrans voting seat
 - Three voting seats per county with a toll facility
 - Corridor supermajority voting for plans to spend excess net toll revenue (Voting Option 1B)
- Approve resolution consenting to CARTA's submission of a Toll Facility Application to the CTC for Yolo 80 pursuant to AB 194.

The Benefits of Caltrans District 3 in the JPA

Serving the Sacramento Region

- Reduced engineering, operations, and maintenance costs
- Improved permit and approval efficiency
- More transparent and productive relationship



The Transportation Management Center (TMC)

- As part of the JPA, District 3 would be able to provide the TMC service, saving the JPA significant costs in lieu of contracting the service out.
- In addition to the TMC, District 3's existing Freeway Service Patrol contract could be used by the JPA.



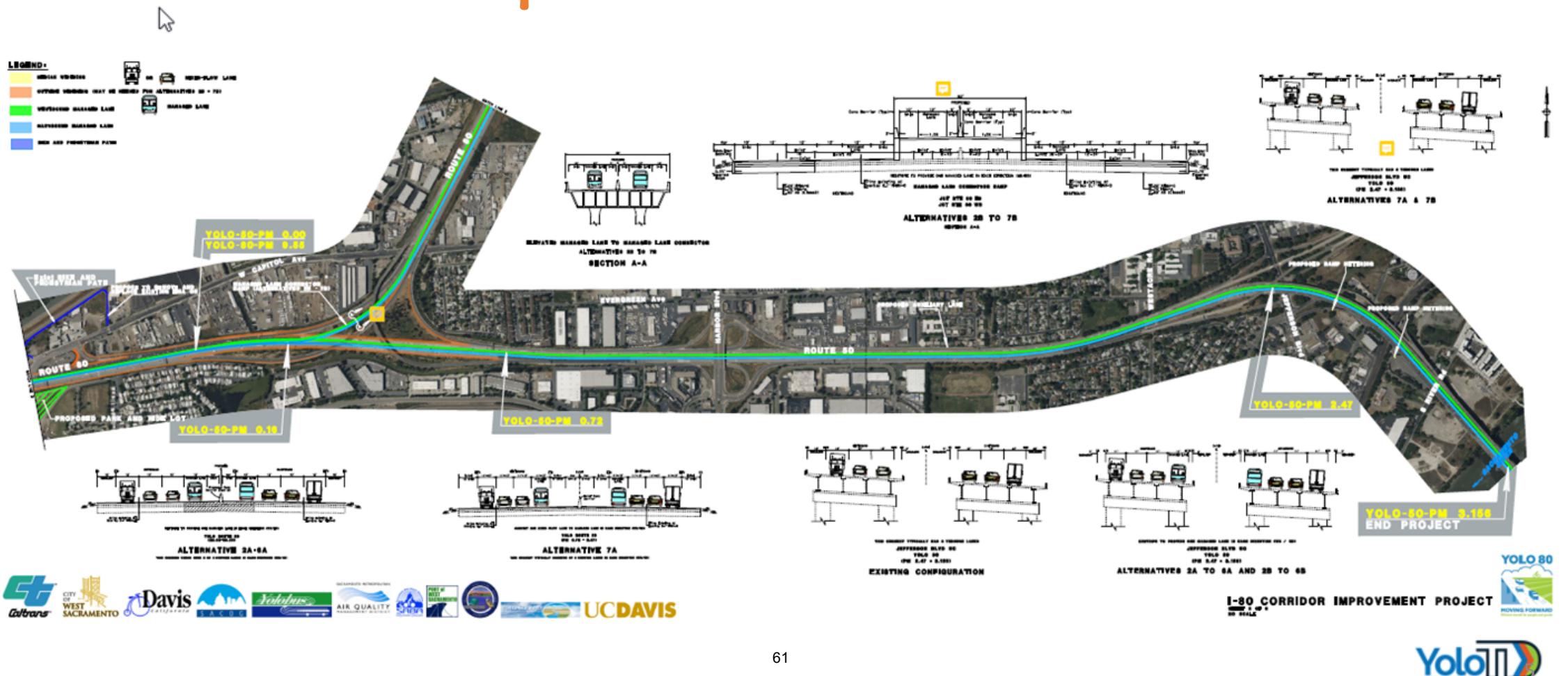
Maintenance Services

- As part of the JPA, District 3 could provide lower cost maintenance services, saving the JPA significant costs in lieu of contracting the service out entirely.



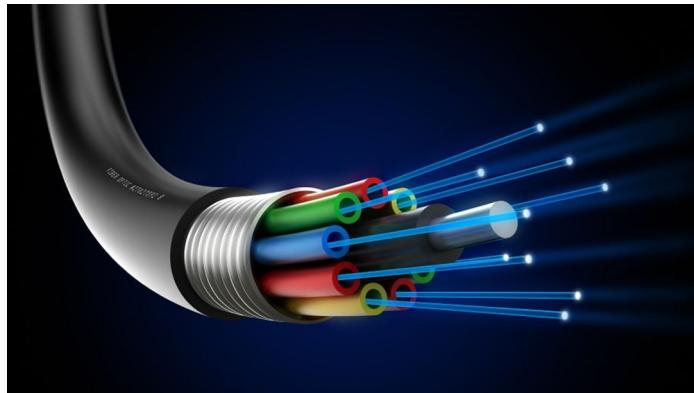
Engineering Services

- As part of the JPA, District 3 could provide engineering services, saving the JPA significant costs in lieu of contracting the services out.



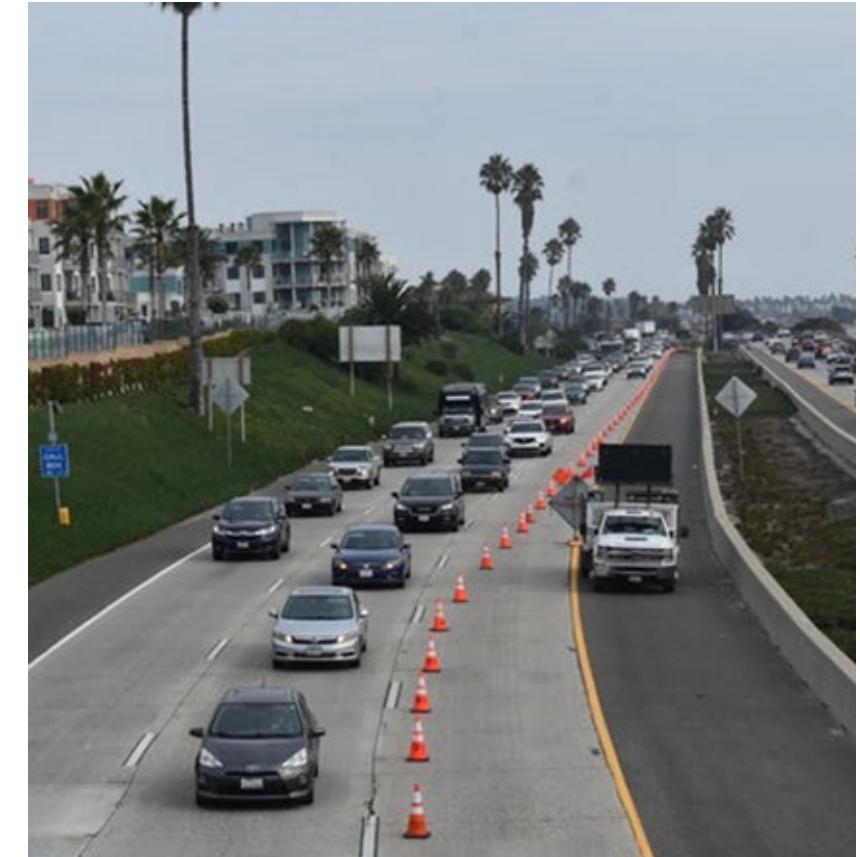
Access to Communication Network

- As part of the JPA, District 3 could provide communication access, specifically to fiber, saving the JPA significant costs in lieu of contracting the service out.



Expedited Access

- Caltrans reviews and provides recommendations on lane closures and the encroachment permitting process.
- As part of the JPA, District 3 would be able to provide expedited review of lane closures and encroachment permits to access the facility, saving the JPA significant costs in downtime and delays.



Conclusion

- Caltrans District 3 adds a multitude of services by being in the JPA, including:
 - TMC Services
 - Freeway Service Patrol Contract
 - Maintenance Services
 - Engineering Services
 - Access to Communications Network
 - Expedited Review of Closures & Permits
- Goal is to provide safe and reliable travel for all road users
 - Statewide perspective, lessons learned from other regions
 - Legal responsibilities for managed lane facilities (FHWA)

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT

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

Topic: Appointments to the Capitol Area Regional Tolling Authority	Agenda Item#:	5
	Agenda Type:	Informational
Prepared By: B. Abbanat / A. Bernstein		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Meeting Date: January 22, 2024		

RECOMMENDATION:

Staff recommend the Board appoint two YoloTD Board members to serve on the Capitol Area Regional Tolling Authority (CARTA) Joint Powers Agency (JPA).

BACKGROUND:

Note: This staff report focuses on appointing two members to a newly established regional tolling authority, CARTA. Staff reports dating to the project's inception can be found on the YoloTD website:

Yolotd.org → Planning & Projects → Freeways & Roads

At its January Board meeting, YoloTD is considering approval of a Joint Powers Agreement with the Sacramento Area Council of Governments (SACOG) and the California Department of Transportation (Caltrans) to form CARTA. The CARTA governance structure recommended by staff as part of Item 4 includes two Directors appointed by YoloTD. The CARTA Board must meet in February to consider the submission of the Yolo 80 Corridor Improvement Project (Yolo 80) Toll Facility Application and Concept of Operations to the California Transportation Commission (CTC) pursuant to Assembly Bill (AB) 194. For the CARTA Board to meet in February, Directors must be appointed in January.

CARTA Appointments

The CARTA governance structure includes two Director appointments from Yolo Transportation District and two Director appointments from SACOG, one at-large seat and one seat from a jurisdiction within Yolo County.

At the January 18, 2024 Board of Directors meeting, SACOG appointed Yolo County Supervisor Oscar Villegas to the CARTA Board to represent the interests of Yolo County, and Sacramento County Supervisor Patrick Kennedy to serve as SACOG's Director At-Large.

YoloTD staff recommend that the Board appoint two members to serve on the CARTA Board. The I-80 corridor runs through three jurisdictions in Yolo County: the cities of Davis and West Sacramento, and the County of Yolo. For this reason, the YoloTD Board has previously appointed Ad Hoc Committee members from these three jurisdictions. Because SACOG has appointed a Director representing Yolo County, that jurisdiction will already be represented on the CARTA Board. Therefore, staff recommends that the YoloTD Board appoint Directors from the City of Davis and the City of West Sacramento.

SACOG to Serve as Interim Administrator of CARTA

Staff from YoloTD, Caltrans, and SACOG are recommending that SACOG take the lead on administering the CARTA organization until CARTA hires its own staff (which could be through a contract with another public agency or a private firm). Project-specific costs for Yolo 80 remain the obligation of YoloTD and Caltrans. The

administrative work will start this month, with organizing the first CARTA Board meeting. Other anticipated activities include: budget development, procurement and contracting, accounting, public communications, and administrative support. There are many details to be worked out as SACOG, YoloTD, and Caltrans form CARTA, but utilizing existing staff and resources for this fiscal year will allow the formation of CARTA to move forward quickly and efficiently, reducing schedule delays that could risk the \$86 million in discretionary federal funds on Yolo 80. YoloTD, SACOG, and Caltrans staff are working collaboratively to prepare a proposed 2024-2025 budget for the CARTA Board to consider prior to July 1, 2024. This will include how the partners might equitably share expenses and duties related to this new entity. Any additional financial contributions from YoloTD to CARTA, or reimbursement from CARTA for prior expenses, would need to be included in the FY 2024/25 Budget process and approved by the Board.

At its January 18, 2024 meeting, the SACOG Board of Directors approved a budget allocation for SACOG's administration costs. No action is required by the YoloTD Board of Directors, unless there are objections to SACOG assuming this role.

Fiscal Impact:

The staff and legal costs associated with forming a tolling authority and participating as a stakeholder on the Yolo 80 project is funded by prior YoloTD Board actions and a \$2 million SACOG grant.

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

Topic: Approve YoloTD 2024-2031 Short Range Transit Plan Request for Proposals	Agenda Item#: 6	Action
	Agenda Type:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: C. Williams		Meeting Date: January 22, 2024

RECOMMENDATION:

Staff recommends that the Yolo Transportation District (YoloTD) Board of Directors:

1. Provide feedback on approach to the YoloTD 2024-2031 Short Range Transit Plan (SRTP).
2. Approve release of SRTP Request for Proposals (RFP) #24-01.

BACKGROUND:

What is a Short-Range Transit Plan?

A Short-Range Transit Plan is a comprehensive document that outlines an agency's strategies, goals, and projects for a horizon typically ranging from five to seven years. It provides a detailed roadmap for the agency's operations, investments, and service improvements within this defined timeframe. The SRTP is a living document, subject to periodic updates and revisions to ensure its relevance in a dynamic transit landscape.

Purpose of Short-Range Transit Plans

Service Planning: SRTP's guide agencies in optimizing transit services to meet the changing demands of ridership. This involves analyzing current service levels, identifying gaps, and proposing adjustments to routes and schedules.

Infrastructure Investment: The plan addresses capital investments needed to enhance infrastructure, including maintenance and modernization of transit vehicles, transit centers, and other facilities.

Financial Sustainability

Budgetary Alignment: SRTPs align agency goals with available financial resources, ensuring that proposed initiatives are financially viable and realistic within the agency's financial forecast.

Grant Eligibility: Transit agencies often rely on federal and state grants for funding. SRTPs help agencies qualify for these grants by demonstrating a clear strategy and need for funding in line with statutory requirements.

Community Engagement

Stakeholder Involvement: SRTPs incorporate public input and engagement to reflect the diverse needs of the communities served. This ensures that transit planning considers the perspectives of riders, local businesses, and other stakeholders.

Statutory Requirements

The development of SRTPs is mandated by federal and state legislation, emphasizing the importance of strategic planning in transit operations. Key statutory requirements include FTA mandates that transit agencies receiving federal funding must develop SRTPs to be eligible for financial assistance in addition to addressing issues such as environmental justice, equity and public involvement.

A comprehensive Short Range Transit Plan (SRTP) encompasses several essential components crucial for effective transit system planning and development. The plan should include a thorough assessment of existing transit services, infrastructure, and operational performance, identifying areas for improvement. Service plans and strategies outline proposed changes to routes, schedules, and transit modes, reflecting the agency's response to evolving community needs. Financial plans and budgets detail resource allocation, ensuring that proposed initiatives are financially viable. Additionally, the SRTP includes a capital improvement program, outlining investments in infrastructure, vehicles, and technology over the planning horizon. Community engagement and public outreach ensures that stakeholders' perspectives are considered, fostering a transparent and inclusive planning process. Finally, performance measures and monitoring mechanisms are integrated to assess and adjust strategies over the plan's duration, allowing for flexibility and adaptation to changing circumstances. The combination of these components ensures a robust and dynamic SRTP that serves as a strategic guide for transit agencies.

SRTPs should be updated every 5-7 years. The current SRTP was completed in 2014 and needs to be updated to align with the current, post-pandemic travel trends and conditions in Yolo County.

Short-Range Transit Plan Scope of Work

The RFP was drafted with the intent of attracting as many qualified proposers as possible and to encourage proposers to offer unique and innovative solutions to meet YoloTD's goals. To derive the comprehensive scope of work for the YoloTD's 2024-2031 Short Range Transit Plan (SRTP), the agency strategically outlined tasks that align with the evolving needs of Yolo County and its unincorporated cities, including the Yolobus Fixed-route, Paratransit, and microtransit services.

Existing Conditions. The existing conditions analysis encompasses a review of existing surveys, financial reports, and planning documents, to facilitate informed decision-making. The existing conditions report will also analyze demographics, ridership and smartphone travel data, as well as an assessment of Yolobus facilities.

Community Engagement. The community engagement task underscores YoloTD's commitment to inclusive planning, with specific attention to relevant federal and state laws and best practices, including FTA Environmental Justice guidance and Title VI of the Civil Rights Act. Stakeholder interviews, targeted pop-up events, and a virtual survey hosted on the Yolo County Transportation District website are assumed innovative outreach methods to capture diverse community perspectives. The outreach strategy will also include major employment centers, businesses, and non-profits to engage a broad spectrum of stakeholders.

Goals, Objectives, and Performance Standards. The goals, objectives, and performance standards task emphasize YoloTD's drive to align with industry best practices and incorporate feedback from the community. The consideration of environmental justice and equity in service alternatives underscores the agency's commitment to inclusive and socially responsible transit planning.

Service Alternatives. The service alternatives section of the plan will explore opportunities for fixed-route and microtransit optimization, bus rapid transit service, and public right of way improvements (e.g. bus stop & traffic signal improvements). Preventative maintenance, enhanced bicycle integration, and fare structure review are other complementary components.

Service Plan Recommendations. The subsequent service plan recommendations will examine options to enhance ridership, optimize service efficiency and align with contemporary travel patterns. The financial plan's inclusion of multiple scenarios (e.g. "Contraction", "Stasis", and "Expansion" scenarios) will allow YoloTD to adapt to different economic realities within the plan's time horizon.

YoloTD's goal is to develop a concise and clear SRTP, emphasizing visual presentation and readability. The SRTP will not only serve as a strategic roadmap but also effectively communicate the agency's vision to the YoloTD Board of Directors, Citizens Advisory Committee, and the broader public.

Deliverables

The RFP identifies the following scope of work deliverables vendors may provide pricing for, and YoloTD may choose to exercise at its discretion during the term of the contract:

- Final Draft SRTP with figures, maps, tables, and appendices for additional information
- Internal Draft Service Alternatives analysis for Yolobus
- Microtransit Service Alternatives analysis for Yolobus
- Draft Service Alternatives for each service for Public Review and Incorporation into the SRTP
- A Financial Plan that includes three scenarios: Contraction, Stasis, and Expansion financial forecasts that reflect possible future service alternatives.
- Capital costs including planning-level analysis of feasibility of and locations for public right-of-way improvements to facilitate public transit including:
 - Bus Stop Improvements. Locations and standards for Shelters, Secure Bike Parking, Lighting, Real-time information (delays, detour announcements, etc.)
 - Route 42A/B Signal Prioritization at W. Capitol Ave (W. Sac), Anderson / Russell Blvd / Fifth Street (Davis), Downtown Sac. Main Street / East Street (Woodland)
- Draft SRTP for public review and presentation at the YoloTD Board of Directors and Citizens Advisory Committee

SRTP Timing and Need for Consulting Assistance

The need for engaging a consultant to spearhead the development of YoloTD's 2024-2031 Short Range Transit Plan (SRTP) is underpinned by several factors. First the existing SRTP is outdated, necessitating a comprehensive update to align with the dynamic nature of transit planning and regional development, particularly post-pandemic trends. With current staff capacity constraints, consulting assistance will expedite the SRTP's completion, ensuring a timely and thorough process and allowing YoloTD to address complex, emerging challenges and trends effectively. Furthermore, the expanded scope of work (beyond the statutory requirements) ranging from service optimization to infrastructure enhancements, exceeds existing staff bandwidth.

Beyond these operational considerations, an up-to-date SRTP is a federal requirement. The 10-year gap since our SRTP was last updated places us at risk of non-compliance, potentially jeopardizing access to future federal

funding programs. Federal agencies increasingly emphasize the importance of current and comprehensive transit plans with the SRTP serving as a roadmap to prioritize grant funding opportunities for securing the resources needed for sustained financial stability.

Engaging a consultant enhances our ability to lay the groundwork for a resilient and forward-thinking transit system while continuing progress on other Board Goals. With consulting assistance, the SRTP will strengthen the Board-adopted vision, enabling YoloTD to navigate an evolving transit landscape and deliver optimal service to our communities.

Schedule

If the Board approves RFP #24-02 for a Short-Range Transit Plan, staff will conduct the procurement according to the schedule outlined in the RFP:

RFP Milestone	Date
Issue date of RFP	January 23 rd 2024
Pre-Proposal Conference (via Zoom webinar)	February 5 th at 10:30am
Deadline for Questions	February 12 th , 2024
Submission Deadline	March 1 st , 2024, at 4:00pm
Contract Award Date	April 8 th 2024

Staff will solicit input from the Citizen Advisory Committee on January 30 prior to returning to the Board in April for approval of the consultant agreement.

Staff will form an Evaluation Committee to review and score the applications, including representatives from the City of Davis and potentially other local/regional partner agencies, and will conduct interviews and negotiations as needed using the process outlined in the RFP.

City of Davis Collaboration

Recently, staff learned that both YoloTD and the City of Davis/Unitrans are updating their SRTPs on a similar timeline. Recognizing potential overlapping interests within the Davis service area, YoloTD and City of Davis staff have held productive meetings to identify areas of potential collaboration. Both agencies concluded that close coordination in the consultant selection process would be beneficial, while retaining the autonomy to select a consulting team that best meets their respective project's needs. Outreach and engagement initiatives within Davis are another area of close collaboration. Coordinated outreach timing and approach will maximize community participation, leveraging shared resources and consultant expertise efficiently while reducing "outreach fatigue" by the community. By aligning engagement efforts, the projects will amplify their outreach impact, ensuring comprehensive representation of community perspectives in the SRTP development process. This collaborative approach exemplifies YoloTD's commitment to fostering regional partnerships, adhering to best practices, and optimizing engagement potential for the benefit of all stakeholders.

Funding.

No additional budget impacts. The FY 23/24 budget allocated \$200,000 for this project from a combination of FTA 5307 and Available Fund Balance sources. An additional \$200,000 in SB 125 funds was approved for allocation by the SACOG Board of Directors in December 2023.

Attachments

- A. SRTP Request for Proposals
- B. Presentation Slides

REQUEST FOR PROPOSALS (RFP)
FOR
A Short-Range Transportation Plan (SRTP)



350 Industrial Way, Woodland, CA 95776
(530) 661-0816 | Yolobus.com

Courtney Williams
Senior Transportation Planner
Cwilliams@YCTD.ORG
530.402.2874

KEY RFP DATES (Subject to change):

Issue Date:	1/23/2024
Pre-Proposal Meeting:	2/5/2024
Deadline for Questions:	2/12/2024
Submittals Due Date:	3/1/2024
Contract Award Date:	4/1/2024

LATE PROPOSALS WILL NOT BE ACCEPTED.

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1.Request For Proposal

1.1 Invitation

The Yolo County Transportation District (hereinafter “YCTD”) is seeking proposals from responsible firms for YCTD RFP #24-02, A Short-Range Transit Plan

1.2 Procurement Schedule

The Procurement Schedule is the following

Date of issuance:	January 23rd, 2024
Date of Pre-Proposal Meeting:	February 5th, 2024, at 10:30am
Questions Due:	February 12th, 2024
Proposals Due:	March 1st, 2024, at 4:00pm
Contract Award Date:	April 1st, 2024, at 4:00pm

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

1.3 Inquiry and Questions

Effective immediately upon release of the Request for Proposal (RFP) and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to Courtney Williams, Senior Planner at cwilliams@yctd.org

1.4 Pre-Proposal Conference

A pre-proposal conference will be held via Zoom/Teams webinar at 10:30 AM Pacific Time on February 5th, 2024. Firms wishing to participate may request more information by sending an email to cwilliams@yctd.org no later than 5:00 PM Pacific Time February 3rd, 2024. Firms that RSVP via email prior to the deadline will receive dial-in information. All prospective proposers are encouraged to attend.

1.5 Organization of Proposal Materials

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

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

1.6 Proposal Submissions

Proposals are to be submitted electronically via email to Courtney Williams Senior Planner at cwilliams@yctd.org before the submission deadline. The YCTD email system does not accept

attachments larger than 10 MB. If your proposal is near this size or greater, please mail two USB drives containing your proposal to:

A SHORT-RANGE TRANSPORTATION PLAN RFP #24-02
Yolo County Transportation District
Attn: Courtney Williams, Senior Planner
350 Industrial Way
Woodland, CA 95776

1.7 Amendment and or Postponement

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

1.8 Acceptance Period

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

2. Evaluation and Selection Process

2.1 Responsiveness

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the RFP, and YCTD must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected. Proposers are expected to agree with the terms contained or referenced herein. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. YCTD is under no obligation to entertain or accept any such specific exceptions.

YCTD will accept proposals that offer exceptions to YCTD's general terms and conditions. YCTD may negotiate such exceptions with Proposers that fall within the overall competitive range. Should YCTD and a proposer fail to come to acceptable terms, that proposer shall be eliminated from consideration for contract award.

YCTD will appoint an Evaluation Committee to evaluate all proposals submitted for this project. To be acceptable, proposals shall not be more than 15 pages using twelve (12) point or greater font size with 1 inch margins and standard spacing. The total pages does not include the table of contents, cover letter, price proposal or required forms.

2.1 Evaluation and Selection Criteria

Initial Evaluation

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

2.2 Evaluation Form

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

Criteria	Point Totals
Project Understanding and Approach	20
The proposal demonstrates that the firm has the ability to help YCTD develop short range transportation plans	
Project Work Plan and Schedule	25
Relevant Experience	20
Team Qualifications	25
The proposal demonstrates that the firm has a track record of successfully developing transit analysis and federally approved / certified short range transit plans.	
The proposal demonstrates that the firms' expertise, creativity, conciseness towards developing SRTPs based on staff experience tied to the contract.	
Proposal Cost	10
Total	100 points

2.3 Further Discussion/Clarification

After determining which of the proposals are within the competitive range, the Committee will schedule interviews for the top ranked proposal candidates. If the Committee determines it is in the best interest of YCTD to enter negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Proposers shall be prepared to respond, in writing, to all questions within the time frame

provided by the Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

2.4 Re-Evaluation (if necessary)

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

2.5 Interviews Discussion, and Negotiations

Interviews

The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range.

2.6 Negotiations

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

2.7 Best and Final Offer

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

2.8 Contract Award

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

2.9 General Terms and Conditions

Contract

YCTD's Standard Contract Terms and Conditions are included as Attachment C.

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

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

price contract. Proposer warrants that employees who participate in this project will be compensated in accordance with the law.

2.10 Contract Term

Term is dependent upon submitted proposals.

3. Introduction

YCTD is looking for a contractor to develop a federally approved Short Range Transit Plan (SRTP) will guide Yolobus operations towards providing a sustainable, efficient, and effective system through maximizing service and minimizing cost impact. The goal of our SRTP is to remain federally compliant by updating our pre-existing SRTP to provide revised analysis that will serve YCTD from 2024-2031 that includes an overview of YCTD, planning context of Yolobus services, overview of existing operational service, goals, performance, and prior recommendations, analysis of fixed route service, analysis of paratransit service, analysis of microtransit service, marketing, overview of fleet and facilities plan, and a financial analysis of Yolobus Services.

A Short-Range Transit Plan (SRTP) generally plans out transit services, demographic analysis, financial outlook, and capital operations. The SRTP planning period is generally five years, but SRTPs may cover a longer period, typically seven to 10 years. Through the SRTP update process, the transit system, fleet needs, capital and operating costs and revenues, and new transit services or projects are assessed, and recommendations made. YCTD's last SRTP was prepared in 2014 and covered the fiscal year (FY) 2014 to FY 2021 time. With feedback from the Board, contents and the process for a new update will be intended for 2024-2031.

A Comprehensive Operational Analysis (COA) is a planning document comprises an analysis of an existing transit system, identifies deficiencies, and proposes recommendations to meet the goals and criteria set forth in the COA. In 2020 YCTD completed the 2020 COA with the goal to evaluate ridership, productivity, levels of service, service cost estimates, propose administrative policies, position re-classifications, performance analysis of paratransit services, service expansion recommendations, and collect outreach results from public engagement events. The results from the prior COA were never fully realized due to the impacts of COVID-19 on Yolobus service, which was reduced by 50%, along with regional traffic changes conditions through the implementation of tele-working from major job providers (UC Davis, California state agencies). Moving out of the post COVID-19 era, a new COA is needed to evaluate the comprehensive impacts of COVID-19 while accounting for new travel demand data based on the traffic conditions of a regional teleworking environment.

3.1 YCTD Overview

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

YCTD is most known today as the operator of Yolobus, fixed route bus service that serves Woodland, West Sacramento, Davis, Capay Valley, the Sacramento International Airport and

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

4. Scope of Work Tasks for Short Range Transit Plan

The provided work description serves as a framework. Proposers are urged to develop a thorough Scope of Services delineating the tasks essential for a successful SRTP Update. This should capture the professional experience and judgment of the consultant team, taking into account Yolo County, Unincorporated cities within Yolo County, the Yolobus Fixed-route, Paratransit and microtransit services.

4.1 Project Management:

Proposals shall identify consultant approach to Project Management to ensure completion of the project on time and on budget. At a minimum, this task should include:

- a) A Kickoff Meeting will be held to confirm the project work plan and schedule, confirm communication protocols and initiate data collection.
- b) Regular team meetings to ensure ongoing communication and early identification and resolution of issues.
- c) Monthly invoices and progress reports.

Deliverables

1. Meeting agendas and meeting notes
2. Updated Work Plan and Schedule as needed.
3. Monthly invoices with progress reports

4.2 Existing Conditions Analysis:

Collect and review existing information, reports, and operational data, including but not limited to:

- a) Review recent customer surveys conducted by Yolobus and YoloTD Planning for the Yolo 80 and Yolo Active Corridors Program
- b) Review Yolobus and YoloTD operating and financial reports and data (to be provided by YCTD team) including Annual Performance Reports, Unmet Transit Needs reports and Federal Transit Administration triennial review findings, transit financial reports and grant activity

- c) Review local and regional transit planning documents including existing Yolobus SRTP, UC Davis Long Range Development Plan, Yolo Transportation District YoloGO plan, SACOG Next Generation Transit Study, Yolobus Bus Stop Inventory Report
- e) A detailed overview of the study area demographics including geography, population trends, housing and household characteristics, income level and identification of low-income communities, race and ethnicity data, Limited English proficiency data and other recommended demographic characteristics.
- f) For Yolo County Transportation District, the consultant will at a minimum compile and identify the following information:
 - 1. Service area and clients served.
 - 2. Service changes since adoption of the last SRTP
 - 3. Hours of operation and level of service
 - 4. Ridership/passenger counts
 - 5. Boarding/alighting data Collected Yolobus NTD (data will be conducted separately by consultants
 - 6. On-time performance data
 - 7. Fare structure
 - 8. Existing Facilities
 - 9. Operating budget, funding sources and financial information
 - 10. On-time performance data, GIS layers of Existing Routes with Stops, and ridership data

Deliverables

- 1. Internal Draft Existing Conditions Report
- 2. Based upon one set of staff comments, Final Existing Conditions Report for inclusion in the SRTP Update
- 3. Existing Conditions Report that includes tables, maps and graphics sections Yolobus, to be Incorporated into SRTP

4.3 Community Engagement:

Proposals shall include development of a Public Engagement Plan that includes a comprehensive strategy to solicit meaningful public participation that is consistent with the Yolobus Title VI Plan and FTA Environmental Justice guidance, including outreach to low income, minority and Limited English Proficient (LEP) populations. Proposers are encouraged to identify innovative outreach methods, but at a minimum the outreach efforts should include:

- a) Development a spreadsheet of a list of names, emails and points of contact related to major employment centers, businesses, non-profits, etc.
- b) Development of content including graphics and images for project web page to be hosted by Yolo County Transportation District
- c) Consultant interviews with YoloTD and key community Stakeholders to gauge their understanding of Yolobus operations and how those operations can be enhanced to serve the

community. Stakeholder representatives will be selected in consultation with City of Davis, and Unitrans and may include representatives from the Citizens Advisory Committee, the Bicycle, Transportation and Street Safety Commission, the Senior Commission, City of West Sacramento, City of Winters, City of Woodland, SacRT, UC Davis Administration and Student Leadership, disability, and social services groups; representative leaders in low-income areas; and Spanish speaking community groups. While subject to negotiation, consultants should assume twelve (12) in-person (or virtual) stakeholder interviews.

d) Development of a virtual survey to measure and understand community opinions on existing services, gauge reactions to proposed services, and receive demographic information. The online survey will be hosted on the Yolo County Transportation District website. On-board survey effort should focus on the distribution of a QR code or similar links to minimize paper waste and manual data processing. Yolo County Transportation District staff can assist in survey distribution on-board fixed-route buses. Options should be made available for input by LEP populations and persons with no or limited ability to access a virtual survey.

e) Popup Events, Community Open Houses, or other innovative outreach strategies made to maximize community engagement during the existing conditions and alternatives analysis phases of work at Transit Centers, the Davis Farmers Market and/or other locations identified by the project team in coordination with the consulting team conducting outreach for the Unitrans and City of Davis SRTP public outreach campaign. While subject to negotiation, consultants should assume five (5) Popup Events and one (1) Community Open House.

f) Two (2) meetings of the Citizens Advisory Committee during development of the SRTP

g) One (1) Executive Directors Meeting for review of the SRTP

Deliverables

1. Public Engagement Plan
2. Content for Yolo County Transportation District web page
3. Online Survey
4. Public Engagement Materials for Community Meetings and Popups
5. Meeting materials, including powerpoint presentations
6. Public Participation Summary to be Incorporated into SRTP

4.4 Goals, Objectives and Performance Standards:

Consultant shall develop goals and objectives for the SRTP Update. Consultant will also evaluate existing Yolobus performance standards and if needed recommend new or revised existing service standards that reflect the current service and operating environment and industry best practices for similar service types.

Deliverables

1. Internal Draft Goals and Objectives

2. Based upon one set of project team comments, Draft Goals and Objectives for public review
3. Based upon one set of public review comments, Final Goals and Objectives for inclusion in the SRTP Update
4. Draft Performance Standards for Yolobus
5. Based upon one set of project team comments, Final Performance Standards for Yolobus for inclusion in the SRTP Update

4.5 Service Alternatives:

Consultant shall develop and analyze service alternatives for Yolobus consideration of cost effectiveness and efficiency; meeting local goals for transit service and greenhouse gas emission reduction; ease of use for all community members (including persons with disabilities, older adults and persons with limited mobility, LEP populations and other diverse populations with barriers to access), safety, comfort, cleanliness; on-time performance; and environmental justice equity strategies to address any disparities. At a minimum, consultant should develop several service alternatives and evaluate these service scenarios based upon goals, objective and service standards; the service alternatives should consider the following:

For Yolobus fixed route service, develop and analyze service alternatives that may include but not be limited to:

1. Eliminating, restructuring and/or re-defining of service areas with poor performance, as defined by the Performance Standards, with the objective of improving transit performance and increasing ridership.
2. Special Focus Areas Bus Rapid Transit Service
 - a. Consider rapid bus service in West Sacramento,
 - b. Consider rapid bus service between Woodland and Davis
3. Determine the best method for maximizing Beeline service to the Unincorporated Cities in Yolo County
4. Incorporates the following Transit Oriented Projects as Mitigation Projects to Offset the VMT Expansion of Yolo 80 Managed Lanes Project
 - a. Operations Yolo 80 Mitigation Projects 1 Voluntary Trip Reduction Program in Yolo County
 - b. Microtransit in Yolo County
 - c. Subsidize Monthly Transit Passes in Yolo County
 - d. Reduction of Transit Fares
 - e. Expand Causeway Connection Route 138

For paratransit and Microtransit service, develop and analyze service alternatives that may include but not be limited to:

1. Review and recommendations for the hours of service

2. Review of current scheduling and operating practices including a review technology advancement for ride scheduling and data collection that may assist in driver scheduling and other operational tasks.

For both services, develop and analyze service alternatives that may include but not be limited to:

1. Consideration of microtransit services including discussion of opportunities (i.e. hours of service, days of service, geographical considerations) and constraints (i.e. operational, staffing, capital, technology and financial considerations).
2. Explore areas of coordination and collaboration of fixed route and demand response services.
3. Opportunities for enhanced bicycle integration with transit.
4. Review fare structures and opportunities for alignment with nearby transit agencies; evaluate the option for free fares and removal of fare boxes, and possible impacts to ridership and overall funding.
5. Review preventative and routine maintenance practices.
6. An analysis of the service alternatives shall include but not be limited to consideration of:
7. An estimate of probable operational cost, including any savings or increases from current operations.
8. Projections of vehicle and other capital needs for future demand and associated costs.
9. A planning-level comparative analysis of effects upon environmental justice communities.

Deliverables

1. Internal Draft Service Alternatives analysis for Yolobus
2. Microtransit Service Alternatives analysis for Yolobus
3. Based upon one set of project team comments, Draft Service Alternatives for each service for Public Review and Incorporation into the SRTP
4. Labor Force Evaluation Memo
5. Capital costs including:
6. Planning-level analysis of feasibility and locations for public right-of-way improvements to facilitate public transit including:
7. Bus Stop Improvements. Locations and standards for Shelters, Secure Bike Parking, Lighting, Real-time information (delays, detour announcements, etc.)
8. Route 42A/B Signal Prioritization at W. Capitol Ave (W. Sac), Anderson / Russell Blvd / Fifth Street (Davis), Downtown Sac. Main Street / East Street (Woodland)

4.6 Service Plan Recommendations SRTP

After public and stakeholder comments and based upon project team direction, the Service Plan shall be finalized.

1. Model and Analyze using 2023 traffic data along Interstate-5 North Bound and South Bound, Interstate-80 East Bound and West Bound the corridors connecting to Woodland, Sacramento International Airport, Downtown Sacramento, West Sacramento, Davis, Vacaville, and Fairfield using available cell-phone data, Caltrans and SACOG Traffic Demand Models.
2. Re-time the existing Yolobus Routes using the existing schedule and overlay the newly timed routes against the 2022 traffic data to identify areas where the schedule can be adjusted to incorporate efficiencies towards implementing future service changes.
3. Compile collected analysis in Sections 2,4,5,6 to incorporate into the SRTP

Deliverables

1. Internal Draft Service Plan with Phasing recommendations for selected service alternatives SRTP
2. Based upon one set of project team comments, Draft Service Plan for SRTP

4.7 Financial Plan:

Consultant will develop a 10-year Financial Plan for existing and planned services for each agency. The financial analysis will project anticipated operational and capital costs and realistic transit revenues from fare collection funds, Federal Transit Administration funds, other grants, joint funding with adjacent jurisdictions, fare structure alternatives, and private partnership opportunities. Financial plan shall at a minimum include:

- a) Review the current financial condition of Yolobus, including an evaluation of cost trends and the historical use of funds including formula-based payments to YCTD), grants, and other sources, and guidance on the appropriate need for resources.
- b) Development of at least three financial scenarios of future expenses and revenues. On the expense side, meet requirements for maintaining current operations and possible future service expansions, while considering maintenance, rehabilitation, technology enhancements, and capital costs (vehicle replacement and expansion, bus stop upgrades, and other capital projects). On the revenue side, identify, analyze and provide realistic projections for transit revenues from farebox revenue, Federal Transit Administration funds, joint funding with adjacent jurisdictions, fare structure alternatives, and private partnership opportunities, or other funding sources and grants that may be available. The three financial scenarios should include one fiscally conservative outlook and funding plan, one funding plan that forecasts current practices (status quo), and one funding plan that forecasts a cost savings that is connected to expanded service and the cost to operate expanded service.
- c) Identify and develop strategies to help ensure continued transit funding in Yolo County.

DRAFT

Deliverables

1. Internal Draft Financial Plan for Yolobus
2. Based upon one set of project team comments, Financial Plan for each service for incorporation into SRTP

4.8 Short Range Transit Plan:

Consultant shall compile the work products and incorporate into a comprehensive SRTP for review and comment by Yolobus staff. The SRTP shall include formatting to YoloTD Marketing Specifications concise and clear writing, and an emphasis on graphics and visual presentation.

Deliverables

1. Internal Draft SRTP
2. Based upon one set of project team comments, Draft SRTP for public review and presentation at the YoloTD Executive Board and Citizens Advisory Committee
3. Notification materials for the Draft SRTP

Final SRTP

Consultant shall deliver products specified in the RFP to YoloTD in an approved format, consistent with YoloTD branding and design guidelines, for printing and binding. Print copies may be provided in PDF format. The report shall be provided in an electronic format that can be edited by YoloTD staff (Adobe Creative Suite or InDesign, MS Word, and Excel for spreadsheets), with all data sources and supporting materials. All electronic files are to be delivered to YoloTD upon project completion. Attachment A- Price Proposal

Task/Item Deliverable	Unit of Measure	Unit Price (USD)	Quantity	Total Price
Required Items/Tasks				
Task 1				
Task 2				
Task 3				
Task 4				
Task 5				
			Subtotal	
			Sales	
			Tax	
			Grand Total	

*Over the course of the two-year contract and one additional (1) option year.

Attachment B- Submission Form

Legal Name of Company:	
Primary Office Address:	
Telephone Number:	
Email Address:	
DUNS Number:	

1. Proposer acknowledges receipt of RFP 24-02 and Addenda No. (s) _____
2. Proposer acknowledges its familiarity with requirements defined in Scope of Work
3. This offer shall remain valid for _____ calendar days from the date of submission. If
(minimum 60)
a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain
valid for a period of _____ calendar days from the date of submission of the Best and
(minimum 60)
Final Offer.

Signatory's Name:	
Signatory's Title:	
Email:	
Date Signed:	
Signature of Person Authorized to Bind Proposer:	

Attachment C Standard Contract Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. OWNERSHIP OF DOCUMENTS.

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

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

2. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to YCTD pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by YCTD or its designated representative. Copies of such documents or records shall be provided directly to the YCTD for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where YCTD has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, YCTD may, by written request, require that custody of such documents or records be given to the YCTD. Access to such documents and records shall be granted to YCTD, as well as to its successors-in-interest and authorized representatives.

3. INDEPENDENT CONTRACTOR.

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

4. STANDARD OF PERFORMANCE.

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

5. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

6. PREVAILING WAGE LAWS

It is the understanding of YCTD and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services

subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

7. NONDISCRIMINATION.

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

8. UNAUTHORIZED ALIENS.

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

9. CONFLICTS OF INTEREST.

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

10. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

11. INDEMNIFICATION.

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

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

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of YCTD to monitor compliance with these requirements imposes no additional obligations on YCTD and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend YCTD as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the YCTD only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) YCTD's Negligence. The provisions of this section do not apply to claims occurring as a result of YCTD's sole negligence. The provisions of this section shall not release YCTD from liability arising from gross negligence or willful acts or omissions of YCTD or any and all of its officials, employees and agents.

12. INSURANCE.

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

13. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. YCTD has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the YCTD. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling YCTD to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 15 "Termination of Agreement." YCTD acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

14. CONTINUITY OF PERSONNEL.

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

15. TERMINATION OF AGREEMENT.

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

in the same manner as set forth in Section [X] "Compensation and Method of Payment" of this Agreement.

16. DEFAULT.

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

17. EXCUSABLE DELAYS.

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

18. COOPERATION BY YCTD.

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

19. NOTICES.

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

To YCTD:

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

To Contractor:

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

20. AUTHORITY TO EXECUTE.

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

21. ADMINISTRATION AND IMPLEMENTATION.

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

22. AMENDMENT.

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

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

23. BINDING EFFECT.

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

24. FEDERAL PROVISIONS.

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

25. WAIVER.

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

26. LAW TO GOVERN; VENUE.

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

FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions.
2. Access to Records. The following access to records requirements apply to this Agreement:
 - a. Where YCTD is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide YCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until YCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
3. Civil Rights.
 - a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal

implementing regulations and other implementing requirements FTA may issue.

- b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
 4. Disadvantaged Business Enterprises.
 - a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of

Disadvantaged Business Enterprises (DBE) is 10%. YCTD's overall goal for DBE participation is ____ %. A separate goal has not been established for this procurement.

- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from YCTD.
- e. The Contractor must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.

5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.

7. No Obligation By The Federal Government

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

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

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations,

"Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

9. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by Agency. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10. Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to YCTD and understands and agrees that YCTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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