

NOTICE OF REGULAR MEETING
OF THE
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) JOINT POWERS AUTHORITY

Monday, October 19, 2009– 1:00 p.m.

**Mariposa County Government Center
Board of Supervisors Chambers
5100 Bullion Street
Mariposa, California
(209) 723-3153**

**THIS MEETING WILL BE CONDUCTED BY TELECONFERENCE
AT THE FOLLOWING LOCATION:
SIERRA CENTER MALL
SIERRA CAO CONFERENCE ROOM – 3RD FLOOR
452 OLD MAMMOTH ROAD, MAMMOTH LAKES, CA.
MEMBERS OF THE YOSEMITE AREA REGIONAL
TRANSPORTATION SYSTEM JOINT POWERS
AUTHORITY AND MEMBERS OF THE PUBLIC MAY ATTEND
AND PARTICIPATE IN THE MEETING AT THE
TELECONFERENCE LOCATION. MEMBERS OF THE PUBLIC
APPEARING AT A TELECONFERENCE LOCATION WILL BE
PROVIDED AN OPPORTUNITY TO ADDRESS THE LEGISLATIVE
BODY DIRECTLY AS PROVIDED BY LAW.**

- 1. INTRODUCTIONS**
- 2. PUBLIC COMMENT**

**PERSONS WISHING TO COMMENT ON ANY ITEM NOT ON THE AGENDA MAY DO
SO AT THIS TIME. PLEASE LIMIT YOUR COMMENTS TO A MAXIMUM OF FIVE
MINUTES PER PERSON. STATING YOUR NAME FOR THE RECORD IS OPTIONAL,
BUT USEFUL IN ACTING ON COMMENTS AND REQUESTS. FOR ITEMS NOT ON
THE AGENDA, NO ACTION WILL BE TAKEN AT THIS TIME.**

THE PUBLIC IS INVITED TO SPEAK ON ANY ITEM ON THE AGENDA.

**PERSONS WISHING TO COMMENT ON ITEMS LISTED ON THE AGENDA MAY DO
SO WHEN THE COMMITTEE CONSIDERS THAT ITEM. THE CHAIRPERSON WILL
CALL FOR COMMENTS FOLLOWING STAFF INTRODUCTION OF THE ITEM AND
QUESTIONS BY COMMITTEE MEMBERS HAVE BEEN DISCUSSED.**

COPIES OF STAFF REPORTS OR OTHER WRITTEN DOCUMENTATION RELATING TO ITEMS OF BUSINESS REFERRED TO ON THE AGENDA ARE ON FILE IN THE OFFICE OF MERCED COUNTY ASSOCIATION OF GOVERNMENTS. PERSONS WITH QUESTIONS CONCERNING AGENDA ITEMS MAY CALL MCAG TO INQUIRE ON THE NATURE OF THE ITEM DESCRIBED ON THE AGENDA.

ITEM

STAFF

- | | | |
|-----|---|----------------------|
| 3. | Oral Report – Authority Advisory Committee Chair Report | Candy O’Donel-Browne |
| * | 4. Minutes of the July 20, 2009 YARTS Joint Powers Authority meeting | |
| | 5. Information/Discussion Only | |
| # | a. VIA Monthly Service Reports for June 2009 – September 2009 | |
| # | b. YARTS Ridership History by Fiscal Year | |
| # | c. YARTS Revenue History by Fiscal Year | |
| | d. Minutes of the July 20, 2009 YARTS Authority Advisory Committee meeting | |
| 6. | YARTS Funding Update | Dick Whittington |
| | For information and discussion only. | |
| * + | 7. Short Range Transit Plan – Request for Proposal Review | Dick Whittington |
| | Approve the Request for Proposal for the YARTS Short Range Transit Plan, with any proposed changes. | |
| * # | 8. Seat Safety Belts on Buses | Dick Whittington |
| | Review, modify, and approve a policy regarding the use of seat safety belts on YARTS buses. | |
| 9. | Oral Report - Managers’ Report | Dick Whittington |
| | For information and discussion. | |
| 10. | Oral Report – National Park Service | Marty Nielson |

11. Board of Commissioners Remarks

* *Action*

Attachment

+ *Enclosure*

The next YARTS JPA meeting will be held on Monday, January 11, 2010 at the Merced County Association of Governments, 369 W. 18th Street, Merced, CA

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) JOINT POWERS AUTHORITY**

MINUTES

JULY 20, 2009

The regular meeting of the Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority held Monday, July 20, 2009, at Sierra Center Mall, 3rd Floor Large Meeting Room, 452 Old Mammoth Road, Mammoth Lakes, CA was called to order by Chair Vikki Magee-Bauer at 1:02 p.m.

MEMBERS PRESENT

Brad Aborn, Mariposa County Supervisor (via video conference)
Vikki Magee-Bauer, Mono County Supervisor
Hub Walsh, Merced County Supervisor (via video conference)

MEMBERS ABSENT

None

OTHERS PRESENT

Denise Demery, VIA Adventures (via video conference)
Kenneth Gosting, TIE (via video conference)
Robin Lamas, YARTS staff (via video conference)
Marty Nielson, Yosemite National Park
Candy O'Donel-Brown, Authority Advisory Committee (via video conference)
Dick Whittington, YARTS Staff

1. Introductions

So noted.

2. Public Comment

Ken Gosting, Transportation Involves Everyone, stated he would like an informal policy set for administrative purposes regarding seat belt usage on the buses that have seat belts already. There has been another bus accident where passengers were ejected from their seats because of no seat belts. Ken would like the bus drivers to just suggest to passengers to use their seatbelts if they are available on the bus they are riding.

3. Oral Report – Authority Advisory Committee Chair Report

Candy O'Donel Brown gave a report from the Authority Advisory Committee.

4. Consent Agenda

Commissioner Magee-Bauer requested action be taken on the Consent Agenda item by item.

4a. Minutes of the April 6, 2009 YARTS Joint Powers Authority meeting

Ken Gosting, Transportation Involves Everyone, requested a correction to the minutes of the April 6, 2009 YARTS Joint Powers Authority meeting to take out the words “or an item put on a future agenda” under the public comment portion of the meeting.

Commissioner Aborn moved to approve the minutes of the April 6, 2009 YARTS Joint Powers Authority meeting with the correction as noted.

Seconded by Commissioner Walsh.

MOTION CARRIED UNANIMOUSLY.

4b. YARTS Authority Advisory Committee Nomination

Commissioner Walsh moved to approve the nomination of Dhruv Shah to serve on the YARTS Authority Advisory Committee.

Seconded by Commissioner Aborn.

MOTION CARRIED UNANIMOUSLY.

4c. YARTS Disadvantaged Business Enterprise (DBE) Plan for FY 2009/10

The YARTS Authority Advisory Committee requested a change be made on the Resolution 2009/07-20-01 to remove two words “it is” to make the wording read correctly.

Commissioner Walsh moved to adopt Resolution 2009/07-20-01 YARTS Disadvantaged Business Enterprise (DBE) Plan with the correction in the Resolution as noted.

Seconded by Commissioner Aborn.

MOTION CARRIED UNANIMOUSLY.

5. Information/Discussion Only

a. VIA Monthly Service Reports for March 2009 – May 2009

b. Ridership History by Fiscal Year

c. YARTS Revenue History by Fiscal Year

4b. Staff handed out a National Park Service visitation by month/fiscal year for comparative purposes.

6. YARTS Funding Update

So noted.

7. Cooperative Agreement – National Park Service Yosemite

Dick Whittington gave a brief review of the Cooperative Agreement between YARTS and the National Park Service, Yosemite. Commissioner Magee-Bauer requested the action to include the verbiage “after electronic review by the Chair”.

Commissioner Walsh moved to approve the Cooperative Agreement between YARTS and the National Park Service, Yosemite, and allow the YARTS Executive Director, after electronic review by the Chair, authorization to sign the Agreement so long as no significant changes are proposed.

Seconded by Commissioner Aborn.

MOTION CARRIED UNANIMOUSLY.

8. Directors’ Liability Coverage

Dick Whittington reviewed the request for information regarding Directors’ Liability coverage.

Commissioner Walsh moved to approve staff to obtain options of costs and extent of liability coverage for the Directors from insurance providers, have risk management review the information, and return the information to the Directors at the next meeting.

Seconded by Commissioner Aborn.

MOTION CARRIED UNANIMOUSLY.

9. Project Updates

So noted.

10. Oral Report – Managers’ Report

Dick Whittington gave a review of the Managers Report. Among the items in the Managers Report was information regarding seat belts on buses. Staff stated that it would be in our best interest to have seat belts included on the next bus or buses that YARTS purchases.

Commissioner Aborn requested staff to obtain a letter from the current YARTS bus manufacturer that states the buses that do not have seat belts currently, could not easily have them installed unless a complete retrofit took place.

Ken Gosting, Transportation Involves Everyone, stated he appreciated the apparent direction the YARTS Board is taking in purchasing the new buses with seat belts. Also, Ken would like the drivers on the YARTS buses that do have seatbelts to remind passengers to use the belts if they want to for safety purposes.

Ken Gosting also commended Dick Whittington on the notices that were posted in regards to the Butterfly Parade in Mariposa.

11. Oral Report – National Park Service

Marty Nielson gave a report from the National Park Service. A copy of his report is attached for your information.

12. Board of Commissioners Remarks

So noted.

Commissioner Walsh made a motion to adjourn the meeting.
Seconded by Commissioner Aborn.

MOTION CARRIED UNANIMOUSLY.

THERE BEING NO FURTHER BUSINESS OF THE YARTS JOINT POWERS AUTHORITY, THE MEETING WAS ADJOURNED AT 2:13 P.M.

Jon Jarvis, has been nominated as the new Director of the National Park Service. Mr. Jarvis has been serving as the Regional Director of the Pacific West region of the National Park System.

No announcement yet regarding a new Superintendent for Yosemite National Park. Dave Uberuaga continues to serve as Acting Superintendent and Jim Hammett is Acting Deputy Superintendent.

Two New Division Chiefs have been selected. Kateriina Tuovinen has been selected as Yosemite's Administrative Office. Mark Butler has been selected as Yosemite's Chief of Project Management.

Yosemite National Park received funding as part of the America Recovery and Reinvestment Act (ARRA) for two new hybrid-electric shuttle buses to add to the existing fleet. Other ARRA projects awarded to the park include a photo-voltaic project at the Maintenance/Warehouse Complex in El Portal.

Planning for the Tuolumne Wild and Scenic River Management Plan is proceeding. Development of a preferred alternative is currently in process and will be included in a release to the public for review and comment later this year.

Formal scoping for the Merced Wild and Scenic River Management Plan previously scheduled to start in early July has been postponed for 90 days pending finalization of a mediation agreement with the plaintiffs in the earlier court action regarding the previous Merced River planning effort.

Construction projects currently in planning that will affect YARTS operations include the Arch Rock Entrance Station Reconstruction which will start after Labor Day and the Integrated Utilities Project Phase 3b which will replace existing utilities between the Ahwahnee Hotel and Yosemite Village. The later project will start later this fall.

Fires that have been active in Yosemite are now in full suppression and clean-up mode.

Visitation to Yosemite National Park for June 2009 was up 2.2% for the month compared to June 2008. Visitation in 2009 is up 2.6% for the year to date compared to 2008.

MEMORANDUM

DATE: OCTOBER 8, 2009

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS RIDERSHIP HISTORY BY FISCAL YEAR

Attached for your review is the ridership history through September 2009.

We are still experiencing changes in ridership numbers likely brought about by the economy and the extraordinary increases that we experienced last summer. During the summer of 2008 YARTS was able to supplement the schedule with additional runs because of special funding. The price of gasoline was at or above \$4 per gallon, which favored the use of public transit. The combination of those two items converged to produce significant ridership during the summer months. During the months of July through October, YARTS experienced a 30% increase over the previous record-setting year.

The July 2009 ridership numbers were down from last year (2008-09) by 10.13%, but exceeded the previous year (2007-08) by 21.53%.

The same was true for August. This year over last shows a decrease of 8.63% and for the year prior an increase of 14.38%.

In September, ridership was down by 6.72% compared to last year and up 27.2% over the previous year.

On a cumulate basis through September, we are down by 8.71% compared to last year and up by 20.3% compared to the year prior.

On Hwy 120, for the entire season (June through September) ridership was down by 8.6%, but up 39.1% over the previous year.

The Hwy 120 route was severely hindered this year by the Big Meadow fire, which started on August 26, 2009, closing Big Oak Flat Road, and making it impossible for the runs to proceed the way they are scheduled. Partial service was maintained during the road closure by operating between Mammoth Lakes and White Wolf Lodge. While the service provided during this time likely served the hikers well coming from Mono County, it completely thwarted the travelers wishing to visit Yosemite Valley from Mono

County and the hikers in Yosemite Valley trying to get to the high country. Service was not fully restored until the weekend of September 12, 2009.

The ridership comparisons above, expressed in percentages of increase and decrease, are not intended to excuse the decreases, but rather to add some perspective to the report. It is meant to show that, even though YARTS is experiencing decreases in the early part of this year, in comparison to last, the ridership count is still headed in the right direction.

REQUESTED ACTION

For information and discussion only.

Attachment: Hwy 140 and Hwy 120 Ridership by Fiscal Year

**Hwy 140 and Hwy 120 Ridership
by Fiscal Year**

	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00
Visitors & Others											1,541	4,779
NPS/YCS											739	3,236
TOTAL											2,280	8,015
year to date											2,280	10,295

	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01
Visitors & Others	3,370	3,707	2,793	2,096	1,418	1,131	1,514	1,452	1,647	2,088	2,517	3,120
NPS/YCS	3,774	3,552	3,017	2,423	2,516	2,265	2,525	2,211	2,427	2,331	2,274	3,130
TOTAL	7,144	7,259	5,810	4,519	3,934	3,396	4,039	3,663	4,074	4,419	4,791	6,250
year to date	7,144	14,403	20,213	24,732	28,666	32,062	36,101	39,764	43,838	48,257	53,048	59,298

	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02
Visitors & Others	3,641	3,980	2,848	1,842	1,640	2,056	1,671	1,749	2,189	2,423	3,496	3,795
NPS/YCS	3,478	3,331	2,664	1,788	1,400	1,665	1,857	1,665	1,788	1,679	1,748	1,707
TOTAL	7,119	7,311	5,512	3,630	3,040	3,721	3,528	3,414	3,977	4,102	5,244	5,502
year to date	7,119	14,430	19,942	23,572	26,612	30,333	33,861	37,275	41,252	45,354	50,598	56,100

	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03
Visitors & Others	4,670	5,019	3,682	2,896	1,785	2,517	2,088	1,642	2,118	2,584	3,184	3,856
Hwy 120												103
NPS/YCS	1,926	1,929	1,764	1,663	1,448	1,626	1,687	1,554	1,697	1,678	1,777	1,480
TOTAL	6,596	6,948	5,446	4,559	3,233	4,143	3,775	3,196	3,815	4,262	4,961	5,439
year to date	6,596	13,544	18,990	23,549	26,782	30,925	34,700	37,896	41,711	45,973	50,934	56,373

	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04
Visitors & Others	4,511	4,388	3,383	2,738	1,853	2,451	2,252	1,758	1,916	2,705	3,968	4,270
Hwy 120	826	859	161									155
NPS/YCS	1,857	1,920	1,812	1,724	1,358	1,422	1,660	1,595	1,895	1,781	1,765	1,966
TOTAL	7,194	7,167	5,356	4,462	3,211	3,873	3,912	3,353	3,811	4,486	5,733	6,391
year to date	7,194	14,361	19,717	24,179	27,390	31,263	35,175	38,528	42,339	46,825	52,558	58,949

	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05
Visitors & Others	4,632	4,484	3,666	2,542	1,561	2,102	1,946	1,766	2,653	2,519	3,807	4,723
Hwy 120	701	773	156									
NPS/YCS	2,220	2,123	1,871	1,643	1,877	1,628	1,690	1,428	1,909	1,761	1,778	2,287
TOTAL	7,553	7,380	5,693	4,185	3,438	3,730	3,555	3,194	4,562	4,280	5,585	7,010
year to date	7,553	14,933	20,626	24,811	28,249	31,979	35,534	38,728	43,290	47,570	53,155	60,165

**Hwy 140 and Hwy 120 Ridership
by Fiscal Year**

	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06
Visitors & Others	4915	5289	4042	3018	1949	1739	1943	1960	2740	3045	2465	2662
Hwy 120	572	968	394									20
NPS/DNC	2480	2839	2206	2174	2020	1808	2174	1875	2417	2331	775	603
TOTAL	7967	9096	6642	5192	3969	3547	4117	3835	5157	5376	3240	3285
% Change previous year	5%	23%	17%	24%	15%	-5%	16%	20%	13%	26%	-42%	-53%
year to date	7967	17063	23705	28897	32866	36413	40530	44365	49522	54898	58138	61423
%	5%	14%	15%	16%	16%	14%	14%	15%	14%	15%	9%	2%

	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07
Visitors & Others	2921	3452	3371	2610	1754	2012	2091	1729	2246	2508	3472	3882
Hwy 120	774	1054	462									162
NPS/DNC	612	741	1205	1409	1333	1204	1690	1482	1899	1716	1889	1696
TOTAL	4307	5247	5038	4019	3087	3216	3781	3211	4145	4224	5361	5740
% Change previous year	-45.94%	-42.32%	-24.15%	-22.59%	-22.22%	-9.33%	-8.16%	-16.27%	-19.62%	-21.43%	65.46%	74.73%
year to date	4307	9554	14592	18611	21698	24914	28695	31906	36051	40275	45636	51376
%	-45.94%	-44.01%	-38.44%	-35.60%	-33.98%	-31.58%	-29.20%	-28.08%	-27.20%	-26.64%	-21.50%	-16.36%

	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08
Visitors & Others	4627	4881	3457	2867	2004	2170	2151	2033	2520	2787	4124	5395
Hwy 120	958	1030	223									296
NPS/DNC	1950	1684	1387	1618	1518	1360	1754	1506	1477	1696	1765	2580
TOTAL	7535	7595	5067	4485	3522	3530	3905	3539	3997	4483	5889	8271
% Change previous year	74.95%	44.75%	0.58%	11.59%	14.09%	9.76%	3.28%	10.21%	-3.57%	6.13%	9.85%	44.09%
year to date	7535	15130	20197	24682	28204	31734	35639	39178	43175	47658	53547	61818
%	74.95%	58.36%	38.41%	32.62%	29.98%	27.37%	24.20%	22.79%	19.76%	18.33%	17.33%	20.32%

	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09
Visitors & Others	5930	5683	4408	3288	1987	3123	2175	1756	2502	2562	3835	4504
Hwy 120	1478	1532	304	0	0	0	0	0	0	0	0	226
NPS/DNC	2781	2293	2197	2215	1672	1704	1772	1624	1995	2022	1897	2420
TOTAL	10189	9508	6909	5503	3659	4827	3947	3380	4497	4584	5732	7150
% Change previous year	35.22%	25.19%	36.35%	22.70%	3.89%	36.74%	1.08%	-4.49%	12.51%	2.25%	-2.67%	-13.55%
year to date	10189	19697	26606	32109	35768	40595	44542	47922	52419	57003	62735	69885
%	35.22%	30.19%	31.73%	30.09%	26.82%	27.92%	24.98%	22.32%	21.41%	19.61%	17.16%	13.05%

	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09
Visitors & Others	5431	4941	4285									
Hwy 120	1327	1520	228									
NPS/DNC	2399	2226	1932									
TOTAL	9157	8687	6445	0	0	0	0	0	0	0	0	0
% Change previous year	-10.13%	-8.63%	-6.72%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
year to date	9157	17844	24289	24289	24289	24289	24289	24289	24289	24289	24289	24289
%	-10.13%	-9.41%	-8.71%	-24.35%	-32.09%	-40.17%	-45.47%	47.00%	-53.66%	-57.39%	-61.28%	-65.24%

MEMORANDUM

DATE: OCTOBER 8, 2009

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS REVENUE HISTORY BY FISCAL YEAR

Attached for your review is the revenue history, complete with all transactions recorded through October 1, 2009.

The report of the 2008-2009 fiscal year is now complete and the figures on the report have been adjusted to reflect the revisions to this revenue. On your report in July, the monthly total, without Amtrak was -8% with a cumulative total of +21% for the year, but now are -2% and +22%. The totals including Amtrak were -7% and +7%, and now are -3% and +8% respectively.

For the first quarter of this fiscal year the numbers are incomplete as always, but there is a preliminary trend that looks good. In July we held even with last year's numbers. Last year reflected an increase of 31% and we were holding at that level. August of 2009 actually saw a small increase over the previous year. In September, we show another small increase, with income from ticket vendors yet to come, and we have a cumulative increase for the year to date.

We may have more complete numbers for September available for you at your meeting.

REQUESTED ACTION

For information and discussion only.

Attachment: YARTS Revenue by Fiscal Year

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) AUTHORITY ADVISORY COMMITTEE**

MINUTES

JULY 20, 2009

The regular meeting of the Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee held Monday, July 20, 2009, at Sierra Center Mall, 3rd Floor Large Meeting Room, 452 Old Mammoth Road, Mammoth Lakes, CA and via video conference at 369 W. 18th Street, Merced, CA was called to order by Chair Candy O'Donel-Brown at 10:02 a.m.

MEMBERS PRESENT

Karen Baker, California Welcome Center (via video conference)
Barbara Carrier, Mariposa County Public Works (via video conference)
Sandy Hogan, Chair, Mobility Commission, Town of Mammoth Lakes
Candy O'Donel-Brown, Private Citizen, Midpines (via video conference)
Tom Pimentel, National Park Service
Scott Burns, Mono County Community Development
Frank Quintero, City of Merced (via video conference)
Janet Kasper, Merced County Transit (via video conference)
Danna Stroud, Director of Tourism and Recreation Department, Town of Mammoth Lakes

MEMBERS ABSENT

John Gedney, Caltrans, District 10
Jeff Hentz, Yosemite/Mariposa Tourism Bureau
Jennifer Krumm, Greater Merced Chamber of Commerce
Richard Wiebe, The Sierra Club

OTHERS PRESENT

Denise Demery, VIA Adventures (via video conference)
Robin Lamas, YARTS staff (via video conference)
Marty Nielson, Yosemite National Park
Dick Whittington, YARTS Staff

1. Introductions

So noted.

2. Public Comment

Sandy Hogan would like staff to look into overnight parking at the park and ride lot in Mammoth Lakes. Sandy also stated that there is a grant application that is going to be submitted for an additional transit facility in Mammoth Lakes and would like Dick Whittington to submit a letter of support from YARTS for the application.

3. Consent Agenda

- a. Minutes of the April 6, 2009 YARTS Authority Advisory Committee meeting
- b. YARTS Disadvantaged Business Enterprise (DBE) Plan for FY 2009/10

On Item 4b Scott Burns requested two words “it is” be removed from the third paragraph of Resolution 2009/04-20-01 to make the sentence read better.

Sandy Hogan moved to approve the Consent Agenda as corrected.
Seconded by Frank Quintero.

MOTION CARRIED UNANIMOUSLY.

4. Information/Discussion Only

- a. VIA Monthly Service Reports for March 2009 – May 2009
- b. Ridership History by Fiscal Year
- c. YARTS Revenue History by Fiscal Year

4b. A Yosemite National Park visitation by month/fiscal year was handed out for comparison purposes.

5. YARTS Funding Update

So noted.

6. Cooperative Agreement – National Park Service Yosemite

Frank Quintero moved to recommend the YARTS Joint Powers Authority approve the Cooperative Agreement between YARTS and the National Park Service, Yosemite, and allow the YARTS Executive Director Authorization to sign the Agreement so long as no significant changes are proposed.

Seconded by Barbara Carrier.

MOTION CARRIED UNANIMOUSLY.

7. Project Updates

So noted.

8. Oral Report - Managers' Report

Staff passed out the Managers' Report.

So noted.

9. Oral Report – National Park Service

Tom Pimentel gave a report from the National Park Service.

Frank Quintero moved to adjourn the meeting.

Seconded by Barbara Carrier.

MOTION CARRIED UNANIMOUSLY.

**THERE BEING NO FURTHER BUSINESS OF THE YARTS AUTHORITY
ADVISORY COMMITTEE, THE MEETING WAS ADJOURNED AT 10:35 P.M.**

MEMORANDUM

DATE: OCTOBER 8, 2009

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS FUNDING UPDATE

5309 – (Earmarks)

Cost of Contracting

YARTS currently has one 5309 grant available and in use. This funding is typically used for capital costs, but can be used for the cost of contracting, which is how YARTS uses it. The amount of the grant was \$247,500. The remaining balance on this grant is \$229,762. The local match for this type of funding is 60%.

Bus Funding

In 2005 YARTS received designated funding of \$2.09 million for the purchase of new buses. It was spread over four years; FY 06 - \$480,000; FY 07 – \$501,600; FY 08 - \$543,400; FY 09 - \$564,300. This funding requires a 20% local match (\$522,325).

5320 – Paul S. Sarbanes Transit in Parks and Public Lands Program (formerly Alternative Transportation in Parks and Public Lands)

This program requires that applicants, other than land management agencies like the Forest Service, Bureau of Land Management or the National Park Service (NPS), must have approval to apply from the land management agency of the public lands they are serving. In the case of YARTS, the NPS is our “sponsor” in the effort.

- (a) YARTS has an existing approved grant from the 5320 program in the amount of \$272,520, which is being used in FY 2009-2010 for the leasing of buses. The grant is good until expended and will carry over into FY 2010-2011, if not fully expended during this fiscal year. This funding can only be used for the cost of leasing buses, and excludes fuel, drivers, and other operating expenses. It requires no match. The current balance of this funding is \$229,762.
- (b) YARTS previously received approval of a grant for \$582,579 from the 5320 Program to construct a Park and Ride facility in the town of Mariposa. When the overall cost of the project was estimated by the engineer to exceed available funding, staff applied for funding under the ARRA (stimulus) Program to sufficiently fund the construction. This

funding is still valid and awaits final approvals of the ARRA funding for the project to proceed. This grant requires no local match.

- (c) In February, staff filed an application under this program for the purchase of three new over-the-road coaches. The total amount of the request is \$1,605,000. In recent conversations with our NPS contact in Seattle, she has indicated that our application is still under consideration, moving through the many steps required and stands a good chance of being funded. It is anticipated that the final decisions should be made public fairly soon. It is believed that the funding, if approved, would come without the requirement of a local match, but that will not be confirmed until the approvals are announced.
- (d) An effort continues to see operations funding included in the 5320 Program. Chairman Bauer has been leading the way in this effort, with staff as support. YARTS has been joined in this effort by Marin County Transit, (serving Muir Wood National Monument), Visalia Transit, (serving Sequoia National Park), Monterey Salinas Transit (serving the Big Sur area), and the Eastern Sierra Transit Authority (ESTA) (serving the Inyo National Forest) and each have been working through their individual legislators to generate support for the change.

Following a trip to Washington, DC early this summer, Chairperson Bauer came back having been told that the changes being sought were not going to happen during this legislative session.

Recently, staff was told that the NPS in Seattle had been asked to prepare a policy paper on criteria for eligibility for funding IF operations funding was to be added to this program. Additionally, it was said that the Transportation Bill likely would not be completed this year and further transportation funding would be handled by continuing resolution until it was.

This information alerted staff to the fact that the issue seemed far from dead and we have resumed contact with our transit partners and are working with them to provide suggested wording to the NPS that might be used in the Policy documents.

5311(f) Intercity Bus Program Granting (Operating)

The 5311(f) program is intended to provide connectivity between rural areas and the “National Intercity Bus System”. Applicants are required to provide meaningful connection with the national bus service (Greyhound). It specifically restricts funding for commuter ridership. Match under this program is 44.67%

In FY 2008-2009, YARTS received an award of \$300,000, which is the maximum amount available under this program for operations. That amount was expended during the fiscal year.

The funding cycle for this fiscal year is yet to be announced, however the word is that the application process will not close until the end of January. Funding would come a month or more later.

Assuming that the YARTS application is successful, we have been told that we will be able to back-bill. That assumes that the agency has the funding to pay its bills when they become due and wait for the program funding to become available.

This program has not always worked in this time frame. Two years ago, the applications were submitted in March with the awards announced in August or September. Last year the application window had moved to July – August and funding did not become available until January, after the contracts were signed. This year it will be even later, as indicated above.

American Recovery and Reinvestment Act (ARRA)

YARTS has two projects that have been approved by Caltrans (through the 5311(f) program). All state approved projects under this program were bundled together and sent to the Federal Transit Administration (FTA) for final approvals. Those approvals are still pending.

YARTS received a letter of “pre-authority” from Caltrans for both projects, (meaning the projects could be started) but the letter was quick to caution the agencies that, should the final approvals be denied, the agency would be responsible for the funding expended. We have not moved forward on either project for that reason, however, recent comments coming from Caltrans make it sound as if the approval process is going to take longer than originally understood. Staff has contacted the successful bidder on the construction project and our contract manager to see if it would be possible to start work, with the understanding that the project would have to be paused if the ARRA funding is further delayed.

Concern here is for the effect that wet weather could have in delaying the project for the entire winter, if it is sufficiently wet. Earthwork and wet weather do not go well together.

One project is to complete the construction of a Park and Ride facility in the town of Mariposa. ARRA funding in the amount of \$717,421 will be coupled with funding previously approved under the 5320 program. Based on the bids received for this project, it is likely that there will be a remainder.

New rules under the ARRA program allow for the use of up to 10% of the approved funding to be used for operating costs. This additional operating funding will be useful with the 5311(f) funding coming so late in the fiscal year.

The second project is for the purchase of one new over-the-road coach. The cost of the coach is projected at \$535,000.

Projects under the ARRA program do not require a local match.

Transportation Planning Grant

YARTS applied for, and received, a Transportation Planning Grant from Caltrans in the amount of \$92,500. The grant is to assist YARTS in the preparation of a Short Range Transit Plan (SRTP). The local match for this grant is 11.47% (\$11,984).

The SRTP is discussed in a different staff report in this agenda.

REQUESTED ACTION

For information and discussion only.

ITEM 7

MEMORANDUM

DATE: OCTOBER 8, 2009

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

**RE: SHORT RANGE TRANSIT PLAN – REQUEST FOR PROPOSAL
REVIEW**

At the July meeting the YARTS JPA Board asked that the RFP for the Short Range Transit Plan be presented to the Board before it went out to consultants who will be asked to bid on the work.

Enclosed is a copy of the RFP for your review and comment. The cover letter, Attachments A and B should be the primary focus of your inquiry. Attachment C is the proposed contract and is mostly prescribed by the rules governing this federal funding, however, please express any comments on the contract anyway.

Following your review, any requested changes will be made and the document sent to Caltrans for their review. With their approval, it will go out to bid.

Should Caltrans require changes that are material to the study itself, staff will inform the Board of the changes and seek further comments.

REQUESTED ACTION

Approve the Request for Proposal for the YARTS Short Range Transit Plan, with any proposed changes.

Enclosure: Request for Proposal – YARTS Short Range Transit Plan

October 8, 2009

Dear Prospective Proposer,

The Yosemite Area Regional Transportation System (YARTS) is inviting proposals from qualified firms interested in preparing a Short Range Transit Plan. A description of the project and study area is provided in Attachment A, a list of the project tasks is provided in Attachment B, and a sample contract is provided in Attachment C.

Proposal Submittal

If your firm is interested in submitting a proposal for this work, please respond to the following:

1. Provide a description of your firm's qualifications, personnel to be dedicated to the project and their experience. Also include an organizational chart.
2. Prepare a detailed process and program of tasks for preparing the desired products identified in Attachment B.
3. Prepare a task schedule.
5. Identify an estimate of hours of each key staff member, by task.
6. Identify estimated cost of each task.
7. Identify tasks to be performed by subcontractors, if any.
8. Identify project start date.
9. Identify products by task including completion date.
10. Include a list of five client references for whom planning consultant services have been rendered by the firm.

Criteria

Proposals will be evaluated by an ad hoc committee comprised of staff representing YARTS's member counties and the YARTS Transit Manager. Based on the criteria, the ad hoc committee will review the proposals and select qualified firms for interviews, if necessary.

Proposals will be evaluated on:

1. The qualifications of the firm and staff.
2. The completeness of the proposal submittal.
3. The responsiveness and comprehensiveness of the proposal with desired contract products.
4. The continuity and schedule of the program of tasks.
5. If necessary, the committee will interview select candidates. Interviews would take place

the week of _____

Based on the proposals and interviews, if conducted, the selection committee will make a recommendation to the YARTS Governing Board for final approval.

Procedures

One original of the proposal, signed by an officer of the firm, and eight (8) copies, must be received by the Yosemite Area Regional Transportation System no later than 4:30 P.M., _____. No late, telephone, fax, or e-mail proposals will be accepted.

Proposals must be complete and submitted in a SEALED ENVELOPE OR CARTON CLEARLY IDENTIFIED ON THE OUTSIDE AS FOLLOWS:

“SHORT RANGE TRANSIT PLAN PROPOSAL” - DUE _____

Proposals may be mailed or delivered to:

Yosemite Area Regional Transportation System
369 West 18th Street
Merced, California 95340

Questions should be directed to Dick Whittington, YARTS Transit Manager at (209) 723-3153 (voice) or (209) 723-0322 (fax) or e-mail at Dick.Whittington@mcagov.org. Responses may be shared with other vendors.

The Yosemite Area Regional Transportation System reserves the right to reject any or all proposals.

If any additional information is needed, you may contact me at (209) 723-3153.

Jesse B. Brown
Executive Director

ATTACHMENT A

PROJECT DESCRIPTION

Background

The Yosemite Area Regional Transportation System (YARTS) is a Joint Powers Authority with members from Merced, Mariposa and Mono Counties. The three-member YARTS Board of Commissioners is made up of one elected Supervisor from each of the three member counties.

A thirteen (13) member Authority Advisory Committee (AAC) also exists to assist the YARTS Board by studying issues and making recommendations to the Authority on policy matters and projects. Three AAC members are nominated by each member of the JPA Board, two by the National Park Service – Yosemite, and two by the YARTS Executive Director.

In MCAG's 2009-2010 Overall Work Program, an update of the Short Range Transit Plan is scheduled, for which consulting services are being solicited. The 2004-2009 YARTS SRTP is available on line at www.yarts.com.

Study Area

The study area includes the service corridors that YARTS currently operates over, which include; routing in the city of Merced, Highway 140 between Merced and Yosemite National Park, through Mariposa County; Highway 120 East/Highway 395 between the communities of Mammoth Lakes, June Lake and Lee Vining in Mono County and Yosemite National Park.

This study will also evaluate the ramifications of expansion of the service to Tuolumne County on Hwy 120 and/or to Madera County and the city of Fresno on Hwy 41. This review should include a recommendation for the size of the YARTS Board of Commissioners, a review of staffing levels and efficiencies, and other changes that the expansion(s) might require.

ATTACHMENT B

Project Tasks

YARTS has identified the following Project Tasks. Your firm should describe in specific detail how these tasks will be prepared.

- Task 1. Review the 2004-2009 YARTS SRTP, approved October 2003.
- Task 2 Conduct four (4) Public Workshops- Identifying input on Transit Needs and conduct rider interviews on YARTS buses.
- Task 3 Develop a comprehensive draft Short Range Transit Plan to include:
- 1) System Description
 - 2) Goals and Objectives
 - 3) Performance Standards and Overall System Evaluation, including fare structures
 - 4) Projection of future transit ridership demands
 - 5) Recommended Service Standards (seasonal levels of service and service frequencies) including connectivity to transit in member counties
 - 6) Propose a Bus Replacement Program
 - 7) Recommend a 5-year operational & capital plan.
 - 8) Recommend a Marketing Plan
 - 9) Recommend a cost sharing proposal by jurisdictions
 - 10) Recommended Financial Plan, to include an emergency “carryover” fund, the potential for corporate sponsorship, more stable funding
 - 11) Describe economic and other benefits to served counties
 - 12) Evaluate the success of the current SRTP
 - 13)
- Task 4 Conduct four (4) public meetings- presenting the plan contents and getting feedback.
- Task 5 Conduct three (3) jurisdiction meetings to discuss a Cost Sharing Proposal
- Task 6. Present Draft Short Range Transit Plan at two committee/board meetings.
- Task 7 Prepare Final Plan based on comments and feedback

Products & Schedule

Product/task:

Public Workshops
Internal Review of Draft Short Range Transit Plan
Draft Short Range Transit Plan
Public Meetings
Presentation to Committees/Board
Internal Review of Final Short Range Transit Plan
Final Short Range Transit Plan

Date:

Oct/November
December
January
January
February
February
March

Products will be submitted using the following:

- ◆ Internal Review of products sent by e-mail
- ◆ Draft products: One (1) original hard copy of the Plan suitable for duplication and on CD in Microsoft Word/Access (data) format.
- ◆ Final products: Twenty (20) original hard copy of the Plan; One (1) hard copy suitable for duplication and on copy on CD in Microsoft Word/Access (data) format.

ATTACHMENT C

Sample Contract

YARTS - _____ AGREEMENT

**Products or Services
provided _____**

THIS AGREEMENT, made and entered into this _____, by and between Yosemite Area Regional Transportation System, hereinafter referred to as "YARTS", and _____, hereinafter referred to as "CONSULTANT".

WITNESSETH;

SECTION 1 - ORGANIZATION AND CONTENTS

- SECTION 1 ORGANIZATION AND CONTENTS
- SECTION 2 SCOPE OF CONSULTING SERVICES - BASIC
- SECTION 3 SCOPE OF CONSULTING SERVICES - ADDITIONAL;
COMPLETION SCHEDULE
- SECTION 4 NOTICE TO PROCEED; PROGRESS; COMPLETION
- SECTION 5 TIME OF PERFORMANCE
- SECTION 6 COMPENSATION
- SECTION 7 CHANGES TO SCOPE - BASIC
- SECTION 8 COMPLIANCE WITH LAWS, RULES, REGULATIONS
- SECTION 9 EXHIBITS INCORPORATED
- SECTION 10 RESPONSIBILITY OF CONSULTANT
- SECTION 11 RESPONSIBILITY OF YARTS
- SECTION 12 TERM
- SECTION 13 TERMINATION FOR CONVENIENCE OF MCAG
- SECTION 14 TERMINATION OF AGREEMENT FOR CAUSE
- SECTION 15 INTEREST OF OFFICIALS AND CONSULTANT
- SECTION 16 SUBCONTRACTING
- SECTION 17 SUCCESSORS AND ASSIGNS
- SECTION 18 INDEPENDENT CONTRACTOR
- SECTION 19 DISPUTE
- SECTION 20 EQUAL EMPLOYMENT OPPORTUNITY
- SECTION 21 DISADVANTAGED AND WOMEN BUSINESS ENTERPRISE
- SECTION 22 TITLE VI COMPLIANCE
- SECTION 23 PUBLICATIONS
- SECTION 24 COPYRIGHTS

SECTION 25	INDEMNIFICATION
SECTION 26	OWNERSHIP OF DOCUMENTS
SECTION 27	ACCESS TO RECORDS
SECTION 28	NOTICES
SECTION 29	JURISDICTION
SECTION 30	INTEGRATION
EXHIBIT A	DESCRIPTION OF PROJECT/SCOPE OF WORK
EXHIBIT B	COMPENSATION
EXHIBIT C	SCOPE OF CONSULTING SERVICES - ADDITIONAL; COMPLETION SCHEDULE

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC

1. CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to YARTS, those items described in Exhibit "A" attached hereto and incorporated herein by this reference as if set forth in full.
2. CONSULTANT shall submit a detailed monthly progress report to YARTS describing the progress of the work.

SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL; COMPLETION SCHEDULE

It is understood by YARTS and CONSULTANT that it may be necessary, in connection with this project, for CONSULTANT to perform or secure the performance of related services other than those set forth in Exhibit "A". In each such instance, CONSULTANT shall advise YARTS, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). CONSULTANT shall not proceed to perform any such additional service until YARTS has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consulting Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to Exhibit "C" entitled "SCOPE OF CONSULTING SERVICES - ADDITIONAL; COMPLETION SCHEDULE".

SECTION 4 - NOTICE TO PROCEED; PROGRESS; COMPLETION

Upon execution of this Agreement by the parties, YARTS shall give CONSULTANT notice to proceed with the work by issuance of a YARTS Purchase Order. Such notice may authorize CONSULTANT to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, YARTS shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONSULTANT shall diligently proceed with the work authorized and complete it within

the agreed time period.

SECTION 5 - TIME OF PERFORMANCE

CONSULTANT shall commence work within ten (10) days following issuance of a notice to proceed. The various items involved in the Project shall be completed as indicated in EXHIBIT "A". CONSULTANT shall complete the performance of its obligations under this Agreement within the specified time period, unless an extension of time is granted in writing by YARTS, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of YARTS.

SECTION 6 - COMPENSATION

A. Costs

For services performed pursuant to this Agreement, YARTS agrees to pay and CONSULTANT agrees to accept as payment in full, on an hourly rate basis plus reimbursable expense up to the maximum amount identified in Exhibit "B" - COMPENSATION of this Agreement. The CONSULTANT's hourly rate schedule shall be attached in Exhibit "B".

B. Monthly Compensation

CONSULTANT shall be reimbursed monthly no later than thirty (30) days following submission of a written, acceptable billing to YARTS. Said billing shall indicate the number of hours worked by each category of CONSULTANT's personnel, and the other direct and indirect costs incurred to the date of such billing, if any, and the professional fee determined proportionately based on the percentage of work completed. YARTS shall retain ten percent (10%) of such estimated value of work done as part security for the fulfillment of the Agreement by CONSULTANT, and shall monthly pay to CONSULTANT, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the Agreement.

C. Final Payment

CONSULTANT shall, after the completion of all work under the Agreement, submit a final billing for work done thereunder, and MCAG shall pay the entire sum, up to the Cost Ceiling stated in Exhibit "B" - COMPENSATION, as found due after deducting therefrom all previous payments. All prior payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of thirty (30) days following submission, by CONSULTANT, of a written acceptable final billing to YARTS. It is mutually agreed between the parties to this Agreement that no payments made under the Agreement, except the final payment, shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

SECTION 7 - CHANGES TO SCOPE - BASIC

YARTS may at any time, and upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify YARTS in writing. Upon agreement between YARTS and CONSULTANT as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by YARTS and CONSULTANT shall constitute the CONSULTANT's notice to proceed with the changed scope.

SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONSULTANT pursuant to this Agreement shall be undertaken with usual and customary professional care to be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

SECTION 9 - EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

SECTION 10 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT warrants to YARTS that he/she possesses, or will arrange to secure from others, all of the necessary professional consulting capabilities, experience, resources and facilities to provide to YARTS the services contemplated under this Agreement. CONSULTANT further warrants that he/she will follow the best current, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

SECTION 11 - RESPONSIBILITY OF MCAG

To the extent appropriate to the project contemplated by this Agreement, YARTS shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data.
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services.
- C. Examine all studies, reports, proposals and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- D. Designate in writing a person to act as YARTS's representative with respect to all work to be

performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define YARTS's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 12 - TERM

The term of this Agreement shall commence upon YARTS's issuance to CONSULTANT of a notice to proceed for all or a portion of the work as hereinabove provided, and shall end upon YARTS's acceptance and payment for such portion of the work as was authorized by such notice.

SECTION 13 - TERMINATION FOR CONVENIENCE OF MCAG

YARTS may terminate this Agreement at any time by giving notice to CONSULTANT of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of YARTS, become its property. If this Agreement is terminated by YARTS as provided herein, CONSULTANT shall be paid a total amount that is the ratio of completed tasks to total services as determined by YARTS, less payments already made under this contract. This prorating shall be extended to cover any fixed fee charged for a fully completed product.

SECTION 14 - TERMINATION OF AGREEMENT FOR CAUSE

A. MCAG may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as YARTS may authorize in writing) after receipt of notice from YARTS specifying such failure.

B. In the event YARTS terminates this Agreement in whole or in part as provided in Paragraph "A" above, YARTS may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any

excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide YARTS with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by YARTS, less payments of compensation previously made. Payments previously made by YARTS to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of YARTS, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of YARTS.

SECTION 15 - INTEREST OF OFFICIALS AND CONSULTANT

A. No member of or delegate to the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.

B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

SECTION 16 - SUBCONTRACTING

A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of YARTS.

B. All subcontracts shall be subject to the provisions contained in this contract between YARTS and CONSULTANT.

SECTION 17 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of YARTS.

SECTION 18 - INDEPENDENT CONTRACTOR

YARTS and CONSULTANT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this Agreement. CONSULTANT shall be free to render consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to YARTS.

SECTION 19 - DISPUTE

Any dispute not resolvable by informal discussion between the parties to this contract may be adjudicated in a Court of Law under the laws of the State of California or the U.S. Government, as applicable. In such event the prevailing party shall be entitled to recover reasonable attorney's fees and costs as fixed by the court.

SECTION 20 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions 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. CONSULTANT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60), the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal employment opportunity.

SECTION 21 - DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of YARTS that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

CONTRACTOR agrees to ensure that disadvantaged business enterprises as defined in 49

CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, color, national origin, sex, age, or handicap in the award and performance of contracts. YARTS's DBE goal is 1%.

SECTION 22 - TITLE VI COMPLIANCE

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs, Title 49, Code of Federal Regulations, Parts 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by YARTS to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to YARTS, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, YARTS shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or

b. Cancellation, termination or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of Paragraphs (1) through (6) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as YARTS may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request YARTS to enter into such litigation to protect the interests of YARTS, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

7. **Civil Rights:** All subcontracts awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21, through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

SECTION 23 - PUBLICATION

A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with YARTS.

B. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:

"The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of YARTS. This report does not constitute a standard, specification, or regulation."

SECTION 24 - COPYRIGHTS

CONSULTANT shall be free to copyright material developed under this Agreement with the provision that YARTS reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

SECTION 25 - INDEMNIFICATION

CONSULTANT shall hold YARTS, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liabilities which might arise out of or relating to this Agreement to the extent caused by CONSULTANT's negligence. Should YARTS or any of its officers, boards and commission, and members thereof, its employees and agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, to the extent caused by CONSULTANT's negligence, CONSULTANT shall defend YARTS and said officers, boards and commission, and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise, **including but not limited to, reasonable attorney's fees and costs incurred by YARTS, to the extent such judgment or settlement is caused by the CONSULTANT's negligence for which the CONSULTANT is held legally liable by a court or forum of competent jurisdiction.**

SECTION 26 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, drawings, designs and reports generated by this Agreement shall belong to and become the property of YARTS in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of YARTS.

SECTION 27 - DOCUMENTATION/ACCESS TO RECORDS

CONSULTANT shall document the results of the work to the satisfaction of YARTS. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of YARTS, or the copies thereof shall be furnished if requested. The FHWA, Comptroller General of the United States, or any authorized representative, shall have access to any books, documents, papers and records of the CONSULTANT, which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION 28 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties

as follows:

a. To YARTS: Jesse Brown
Executive Director
Yosemite Area Regional Transportation System
369 West 18th Street
Merced, CA 95340

b. To CONSULTANT: _____

Nothing hereinabove shall prevent either YARTS or CONSULTANT from personally delivering any such notices to the other.

SECTION 29 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION 30 - INTEGRATION

This agreement represents the entire understanding of YARTS and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by YARTS and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

MCAG:

CONSULTANT:

By _____
Jesse B.
Executive Director

By _____

APPROVED AS TO FORM:

Jeffery G. Green
Attorney, Yosemite Area Regional
Transportation System

Exhibit A - Scope of Work

Exhibit B - Compensation Maxims

Cost ceiling: Total cost for all tasks is not to exceed \$ _____

Staff assigned to project including rate of pay:

ITEM 8

MEMORANDUM

DATE: OCTOBER 8, 2009

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: SEAT SAFETY BELTS ON BUSES

At your last JPA Board meeting staff was directed to return to the Board at the October meeting with a proposed seat belt policy for the Board to consider and/or approve.

Safety concerns on buses

Recently, the Motorcoach Safety Act of 2009, S554, was introduced in the U.S. Senate. The bill is, in part, in response to a report from the National Transportation Safety Board (NTSB) that calls for a number of improvements to the safety of motorcoaches. Many of the items listed as concerns have been brought forward in previous reports from the NTSB.

Items of concern include fires, training of drivers, improved record keeping, crash worthiness and ejection from vehicles. The crash worthiness issues basically have to do with enhanced occupant crash protection, such as safety belts, anti-ejection glazing, crush-resistant roofs, and fire protections and reduced flammability.

Most of the issues that the congress is being asked to address are of a nature that they will require national standards to be established. They are larger than can be dealt with by local agencies, such as the strength of bus roofs.

Seat belts are one of the items that are being proposed in S554. The bill, as presently written, does however specifically exclude “buses used in public transportation provided by a State or local government”, which would include YARTS.

Attached is a proposed Policy Statement regarding the use of seat safety belts on YARTS buses.

REQUESTED ACTION

Review, modify, and approve a policy regarding the use of seat safety belts on YARTS buses.

Attachments: Photos of seat belt signing
Proposed Policy Statement

**Policy Statement of the Board of Commissioners of the Yosemite Area
Regional Transportation System (YARTS) on the use of seat safety belts on
YARTS buses**

The YARTS Board accepts the premise that the use of seat safety belts on YARTS buses may save lives and/or reduce the severity of injuries in the case of accidents.

The YARTS Board understands that it cannot legally require every rider to use seat belts, when provided, but will encourage the use of seat belts on YARTS buses, where available, through the use of signing on the buses.

It is the understanding of the YARTS Board that it is not practicable, nor currently legal, to retrofit existing seating with seat belts, due to testing requirements that cannot be conducted on existing equipment.

It is the intention of the YARTS Board to require the installation of three-point safety seat belts on all new bus purchases, by the agency or by its contractor, as appropriate.

It is the goal of the YARTS Board that all YARTS buses will be equipped with seat safety belts as the fleet is modernized.

ITEM 9

MEMORANDUM

DATE: OCTOBER 8, 2009

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: ORAL REPORT – MANAGERS’ REPORT

Amtrak Ridership

Amtrak ridership on the San Joaquin (route) was down 12.3% during the month of August, probably reflecting the slowed economy and close to the YARTS decrease of 8.64% decrease for the same month. 1100 Amtrak riders rode on YARTS in August 2009 compared to 1344 in August of 2008. This represents an 18.2% decrease. Amtrak riders are not included in YARTS ridership reports, as they do not pay their fares to YARTS.

Amtrak Contract

The contract between YARTS and Amtrak is to provide Amtrak Thruway Service. This Service is for a maximum term of 36 months, but is doled out in lesser increments. Amtrak recently advised that a purchase order would be initiated for the remainder of the contract period (10-27-09 thru 5-31-10), pending Caltrans concurrence. The proposed extension would be at the current rate of \$800 per day.

The current contract ends in May of 2010 and Amtrak says that they will be submitting a request for a new three-year contract with YARTS early next spring.

Federal Highway Administration

A planner for the Central Federal Lands (CFL) Highway Division contacted YARTS for information about the service that is to be used in a “white paper” regarding the major transit systems within the CFL’s 14-state territory. The district includes Yosemite National Park.

The CFL Highway Division principally deals with road design and construction, but is looking at ways to help the National Park Service after learning of transit system maintenance and operational issues in a diverse array of parks.

Mariposa County Park - Midpines

The written agreement between the County of Mariposa and YARTS to allow YARTS to use the Midpines County Park for park-and-ride included a requirement that YARTS management would assist in seeking funding for projects to improve the park. That was done and the County filed an application under the 5320 program to replace the restroom in the park so that facilities

would be available year-round. (The current restroom is not weather proofed and must be closed down in the winter out of concern for freezing.) That application is still pending, but other things are planned for the park as well and it has been suggested that all of the players in these changes get together to discuss them to make sure they come together compatibly.

As of this writing, no meetings have been held. Members of the Midpines Planning Advisory Committee, Mariposa Fire Department (Fire has funding for a new fire station at the park), Mariposa County Public Works and Mariposa County Park and Recreation, along with YARTS, are planning to get together soon to smooth the way for an improved and more useful park.

The next regular meeting of the Midpines Planning Advisory Committee is scheduled for October 15, 2009. Staff has been invited to attend to talk about park improvements with the committee.

Surgery

I have been told that I am going to have to have surgery to open a couple of blocked arteries in my left leg. The surgery is scheduled for Monday, Oct. 26. If they are able to accomplish their tasks the “easy” way, I should be back at work within a week. If it has to be done the “hard” way, I am told it is about a three-week recovery. However it turns out, I will be maintaining contact with the office and checking my email and phone messages from home.

REQUESTED ACTION

For information and discussion.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) JOINT POWERS AUTHORITY**

MINUTES

OCTOBER 19, 2009

The regular meeting of the Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority held Monday, October 19, 2009, at the Mariposa County Government Center, Board of Supervisors Chambers, 5100 Bullion Street, Mariposa, CA was called to order by Commission Walsh at 1:07 p.m.

MEMBERS PRESENT

Kevin Cann, Mariposa County Supervisor, for Brad Aborn
Vikki Magee-Bauer, Mono County Supervisor (via teleconference)
Hub Walsh, Merced County Supervisor

MEMBERS ABSENT

None

OTHERS PRESENT

Lou Aceto, Oakhurst resident
Steven Dahlem, Mariposa County Legal Counsel
Denise Demery, VIA Adventures
Kenneth Gosting, TIE
Robin Lamas, YARTS staff
Marty Nielson, Yosemite National Park
Candy O'Donel-Brown, Authority Advisory Committee
Dick Whittington, YARTS Staff

1. Introductions

So noted.

2. Public Comment

Lou Aceto, Oakhurst resident, had a question regarding the Request for Proposal for the Short Range Transit Plan, Item #7. Lou asked the Board who had invited YARTS to go through Madera County. Dick Whittington stated that the Fresno Council of Governments was doing a feasibility study on transit services on Hwy 41 with the possibility of YARTS providing transit service.

3. Oral Report – Authority Advisory Committee Chair Report

Candy O'Donel Brown gave a report from the Authority Advisory Committee.

4. Minutes of the July 20, 2009 YARTS Joint Powers Authority meeting

Commissioner Magee-Bauer moved to approve the minutes of the July 20, 2009 YARTS Joint Powers Authority meeting.

Seconded by Commissioner Walsh.

Abstain – Kevin Cann.

MOTION CARRIED.

5. Information/Discussion Only

- a. VIA Monthly Service Reports for June 2009 – September 2009
- b. Ridership History by Fiscal Year
- c. YARTS Revenue History by Fiscal Year
- d. Minutes of the July 20, 2009 YARTS Authority Advisory Committee meeting.

So noted.

6. YARTS Funding Update

Dick Whittington gave a review of the YARTS funding. Dick stated that he had received executed copies of State contracts for both of the YARTS projects, the Park and Ride lot in Mariposa and the purchase of one new bus.

7. Short Range Transit Plan – Request for Proposal Review

Dick Whittington reviewed the Short Range Transit Plan Request for Proposal. He advised the Board of the additions that the YARTS AAC would like to see in the RFP.

The recommendations from the AAC are as follows:

1. Show the not to exceed cost
2. A statement regarding cost efficiency, coming in within the budget amount
3. Selected consultants to have a familiarity with the region covering the SRTP
4. Cost out each task
5. Analyze Hwy 120 to possibly have YARTS run mid June to mid September
6. Do a feasibility study regarding adding additional partners
7. Note that one of the necessary workshops be held on the East side
8. Have the consultants put together a survey for YARTS riders on the YARTS website
9. Policy on advertising – regarding corporate sponsors

Lou Aceto, Oakhurst resident, quoted from the SRTP now in existence and requested the same wording regarding local support for expansion in other areas be used in the new SRTP.

Candy O'Donel-Brown stated that at the YARTS AAC meeting, the committee members from the east side felt very strongly that one of the public meetings should be held in Lee Vining and that a survey should go down to Mammoth Lakes.

Commissioner Magee-Bauer moved to approve the Request for Proposal for the YARTS Short Range Transit Plan with the proposed changes.

Seconded by Commissioner Cann.

MOTION CARRIED UNANIMOUSLY.

8. Seat Safety Belts on Buses

Dick Whittington gave a review of the proposed seat belt policy. Dick stated that as new buses are added to the YARTS fleet that they will have three-point safety seat belts installed. Signage will be placed on buses currently used that have seat belts on them that it is advisable to use seat belts, however not mandatory.

Commissioner Magee-Bauer moved to approve the policy regarding the use of seat safety belts on YARTS buses.

Seconded by Commissioner Cann.

MOTION CARRIED UNANIMOUSLY.

9. Oral Report – Managers' Report

Dick Whittington gave a review of the Managers' Report that was included in the agenda package. In addition, Dick stated that YARTS would be providing a bus for the Mariposa County Youth Football Super Bowl function at the fairgrounds. This will strictly be a shuttle service to help Mariposa get people from downtown Mariposa back and forth to the fairgrounds, and is to market YARTS to the visitors.

10. Oral Report – National Park Service

Marty Nielson gave a report from the National Park Service. A copy of his report is attached for your information.

11. Board of Commissioners Remarks

So noted.

THERE BEING NO FURTHER BUSINESS OF THE YARTS JOINT POWERS AUTHORITY, THE MEETING WAS ADJOURNED AT 2:02 P.M.