

NOTICE OF REGULAR MEETING
OF THE
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) AUTHORITY ADVISORY COMMITTEE

Wednesday, April 9, 2014 – 10:30 a.m.

Merced County Association of Governments
Front Conference Room
369 W. 18th Street
Merced, California
(209) 723-3153

**THIS MEETING WILL BE CONDUCTED BY VIDEOCONFERENCE
AT THE FOLLOWING LOCATION:
SIERRA CENTER MALL, BOARD OF SUPERVISORS CONFERENCE
ROOM, THIRD FLOOR
452 OLD MAMMOTH ROAD, MAMMOTH LAKES, CA
MEMBERS OF THE YOSEMITE AREA REGIONAL
TRANSPORTATION SYSTEM AUTHORITY ADVISORY
COMMITTEE AND MEMBERS OF THE PUBLIC MAY ATTEND
AND PARTICIPATE IN THE MEETING AT THE
VIDEOCONFERENCE LOCATION. MEMBERS OF THE PUBLIC
APPEARING AT A VIDEOCONFERENCE 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. Minutes of the October 16, 2013 YARTS AAC meeting**
- 4. Minutes of the January 8, 2014 YARTS AAC meeting**
- 5. Information/Discussion Only**
 - # a. VIA Monthly Service Reports for December 2013 – February 2014
 - # b. YARTS Ridership History/Visitation
 - # c. YARTS Financial Report/Budget Update
 - d. Minutes of the January 13, 2014 YARTS JPA meeting (to be approved at the JPA April 21, 2014 meeting)

6. Expansion and Growth of YARTS Service

Dick Whittington

Provide staff with direction of the information that the YARTS AAC wishes to direct to the YARTS Joint Powers Authority.

* # **7. Mariposa County Annual Contract for Services**

Dick Whittington

Recommend the YARTS Joint Powers Authority approve the Contract for Services between YARTS and the County of Mariposa and authorize the Executive Director to execute the Contract for Services on behalf of YARTS.

* # **8. National Park Service Cooperative Agreement - Modification**

Dick Whittington

Recommend the YARTS Joint Powers Authority approve the 2014 modification to the Cooperative Agreement and authorize the Executive Director to execute the final version of the Agreement if it does not substantially vary from the draft.

- * # **9. Amtrak Thruway Bus Service Contract** Dick Whittington
- Recommend the YARTS Joint Powers Authority approve the YARTS Executive Director to execute a three-year contract extension with Amtrak for the provision of Amtrak Thruway service from Merced to Yosemite and other destinations that are served by YARTS providing that the terms and conditions of the new contract carry forward those of the existing agreement for the first year.
- # **10. YARTS 2014 Summer Schedules** Dick Whittington
- For information and discussion only.
- * # **11. YARTS 5311(f) Grant Funding** Dick Whittington
- Recommend the YARTS Joint Powers Authority adopt Resolution No. 2014/04-14-01 authorizing funding under FTA Section 5311 (49 U.S.C. Section 5311) with the California Department of Transportation.
- * # **12. Proposed YARTS Budget for Fiscal Year 2014/2015** Dick Whittington
- Recommend the YARTS Joint Powers Authority approve the proposed YARTS budget for Fiscal Year 2014/2015.
- * # **13. YARTS/MCAG Agreement for Services** Dick Whittington
- Recommend the YARTS Joint Powers Authority:
- a. Authorize the Chair to sign the Agreement for Services between the Yosemite Area Regional Transportation System and the Merced County Association of Governments for a period of one year from July 1, 2014 through June 30, 2015; or
 - b. Provide direction to staff on how to proceed to secure the services specified in the existing contract.
- # **14. YARTS Transit Service on Hwy 41** Dick Whittington
- Provide staff with comments on the draft Memorandum of Understanding.
- * **15. Election of Officers for Fiscal Year 2014/2015** Dick Whittington
- Elect a Chair and Vice-Chair for Fiscal Year 2014/2015.

16. Oral Report – National Park Service Report

Sheri Ogden

17. Oral Report – Managers’ Report

Dick Whittington

18. Member Remarks

** Action*

Attachment

+ Enclosure

The next YARTS AAC meeting and location to be determined.

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

MINUTES

October 16, 2013

The regular meeting of the Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee held Wednesday, October 16, 2013 at the Sierra Center Mall, Board of Supervisors Conference Room, Third Floor, 452 Old Mammoth Road, Mammoth Lakes, CA was called to order by Danna Stroud at 10:40 a.m.

MEMBERS PRESENT

Karen Baker, California Welcome Center (via teleconference)
Scott Burns, Director of Community Development
Sandy Hogan, Mono County LTC
Candy O'Donel-Browne, Mariposa County Economic Development Corp (via teleconference)
Terry Selk, Yosemite/Mariposa Tourism Bureau (via teleconference)
Danna Stroud, Mammoth Lakes
Sean Williams, Holiday Inn Express (via teleconference)

MEMBERS ABSENT

Barbara Carrier, Mariposa County Public Works
Rich Green, The Bus
Sheri Ogden, Yosemite National Park
Sinarath Pheng, Caltrans

OTHERS PRESENT

Jenifer Halpin, YARTS staff (via teleconference)
Robin Lamas, YARTS staff (via teleconference)
Jeff Simpson, Mono County Economic Development
Dick Whittington, YARTS staff (via teleconference)

1. Introductions

So noted.

2. Public Comment

None.

3. Minutes of the August 5, 2013 YARTS AAC meeting

Sandy Hogan moved to approve the minutes of the August 5, 2013 YARTS AAC meeting.

Seconded by Candy O'Donel-Browne.

MOTION CARRIED UNANIMOUSLY.

4. Information/Discussion Only

- a. VIA Monthly Service Reports for July 2013 - September 2013
- b. YARTS Ridership History/Visitation
- c. YARTS Financial Report/Budget Update

Item 4b. Dick Whittington stated that an attachment for Item 4b was not included in the agenda package. The Highway 140 and 120 Ridership Report attachment was emailed to all AAC members and a handout was available at the meeting.

So noted.

5. Authority Advisory Committee Update

Dick Whittington gave a review of the Authority Advisory Committee update. Dick stated that this report was also going to be an item on the next YARTS JPA agenda.

Candy O'Donel-Browne stated that she would like to know what the JPA Board felt about the AAC update and would like an item on the next AAC agenda for a JPA update from their meeting.

6. Minutes of the September 26, 2013 YARTS AAC Special meeting

Sandy Hogan moved to approve the minutes of the September 26, 2013 YARTS AAC Special meeting.

Seconded by Candy O'Donel-Browne.

Abstained – Terry Selk.

MOTION CARRIED.

7. Authority Advisory Committee Bylaws Update

Scott Burns moved to recommend the YARTS Joint Powers Authority approve the proposed changes to the YARTS AAC Bylaws and direct the AAC Chair and Vice Chair to fully execute the Bylaws.

Seconded by Terry Selk.

MOTION CARRIED UNANIMOUSLY.

8. YARTS AAC – The Future

Dick Whittington gave a review of the YARTS AAC – The Future staff report. Dick stated that the AAC held a special meeting on September 26, 2013 in which the AAC discussed ways the AAC could better meet its mission of advising the JPA Board and be more relevant to the decision making process.

- a. Confirm the specific dates of the pre-Board AAC meetings

Sandy Hogan moved to approve the following meeting dates:

Wednesday, January 8, 2014 – 10:30 a.m. – Merced

Wednesday, April 9, 2014 – 10:30 a.m. – Merced

Seconded by Sean Williams.

MOTION CARRIED UNANIMOUSLY.

- b. Confirm the specific dates of the AAC working meetings

Sandy Hogan moved to approve December 4, 2013 – 1:30 p.m. – Merced as the December AAC working meeting date.

Seconded by Candy O'Donel-Browne.

MOTION CARRIED UNANIMOUSLY.

Candy O'Donel-Browne moved to approve February 12, 2014 – 10:30 a.m. – Merced as the February AAC working meeting date.

Seconded by Sandy Hogan.

MOTION CARRIED UNANIMOUSLY.

Candy O'Donel-Browne moved to approve March 19, 2014 – 10:30 a.m. – Merced as the March AAC working meeting date if needed.

Seconded by Karen Baker.

MOTION CARRIED UNANIMOUSLY.

- c. Suggest projects that the AAC would like to work on during this fiscal year

The AAC discussed at some length projects that they would like to work on during the fiscal year.

Candy O'Donel-Browne moved to recommend the YARTS JPA approve the scope of work which includes:

- a. YARTS' growth preparation (Chapter 6 – Short Range Transit Plan)
- b. Marketing (International)/strategy plan
- c. Route coordination
- d. Role of alternates for meetings
- e. YARTS engagement/participation with local/regional/state and other planning processes
- f. Establishment of institutionalized (written and documented) communication between the AAC and the JPA Board

Seconded by Sandy Hogan.

MOTION CARRIED UNANIMOUSLY.

9. Oral Report – National Park Service

No report was available.

10. Oral Report – Managers’ Report

So noted.

11. Member Remarks

So noted.

THERE BEING NO FURTHER BUSINESS OF THE YARTS AUTHORITY ADVISORY COMMITTEE, THE MEETING WAS ADJOURNED AT 12:25 P.M.

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

MINUTES

January 8, 2014

The regular meeting of the Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee held Wednesday, January 8, 2014 at the Merced County Association of Governments, Front Conference Room, 369 W. 18th Street, Merced, CA was called to order by Danna Stroud at 10:35 a.m.

MEMBERS PRESENT

Rich Green, The Bus, Merced
Sandy Hogan, Mono County LTC (via teleconference)
Candy O'Donel-Browne, Mariposa County Economic Development Corp
Danna Stroud, Mono County Citizen (via teleconference)
Sean Williams, Holiday Inn Express

MEMBERS ABSENT

Karen Baker, California Welcome Center, Merced
Barbara Carrier, Mariposa County Public Works
Sheri Ogden, Yosemite National Park
Sinarath Pheng, Caltrans
Terry Selk, Yosemite/Mariposa Tourism Bureau

OTHERS PRESENT

Robin Lamas, YARTS staff
Steve Smallcombe, Mariposa County Citizen
Dick Whittington, YARTS staff

1. Introductions

So noted.

2. Public Comment

None.

3. Minutes of the October 16, 2013 YARTS AAC meeting

No action was taken due to a lack of a quorum.

4. Information/Discussion Only

- a. VIA Monthly Service Reports for October 2013 - November 2013
- b. YARTS Ridership History/Visitation
- c. YARTS Financial Report
- d. Minutes of the October 21, 2013 YARTS JPA meeting (to be approved at the JPA January 13, 2014 meeting)

So noted.

5. Fiscal Year 2012/2013 Annual Audit

The AAC discussed the Fiscal Year 2012/2013 annual audit and felt it was a good audit. The AAC wanted to thank those who were responsible for doing the record keeping for the efficiency of the audit.

No action was taken due to a lack of a quorum.

6. YARTS Fare Structure Evaluation

Dick Whittington gave a review of the fare structure evaluation possibility. Staff is recommending that now is not the time to do a fare structure evaluation due to the federal shutdown in 2013 and the rim fire which both affected the Park visitation numbers. Staff would like to review the fare structure evaluation after the end of the 2014 high season.

The AAC present agreed by consensus to delay the effort of a fare structure review to the end of the high season of 2014.

7. Gateway Marketing Efforts in Support of YARTS

Danna Stroud, Chair of the AAC, thanked all who provided information for the Gateway Partners marketing efforts in support of the YARTS report. Danna stated that the intent of this report is to show the JPA Board other efforts that are out there and are ongoing that bring value to the YARTS marketing effort. The AAC would like this report be an annual report.

8. Transit Service on Hwy 41 – Fresno to Yosemite

Dick Whittington reviewed in detail the progress on transit service on Hwy 41 – Fresno to Yosemite. Dick stated that there is a need for a more formal agreement between YARTS and the Fresno COG in regards to transit service. A two year pilot program has been approved by the Fresno COG in regards to starting this service.

After discussion by the AAC, the AAC stated they favored having Fresno become a member of YARTS following a two year pilot program commitment.

9. Working Meeting Results

The AAC agreed by consensus confirming the content of the working meeting results report as representing the thoughts of the majority of the YARTS AAC and to authorize the AAC Chair to present same to the YARTS Board of Commissioners at their January meeting.

10. Oral Report – National Park Service

No report was available.

11. Oral Report – Managers’ Report

So noted.

12. Member Remarks

So noted.

THERE BEING NO FURTHER BUSINESS OF THE YARTS AUTHORITY ADVISORY COMMITTEE, THE MEETING WAS ADJOURNED AT 12:06 P.M.



January 09, 2014

Mr. Whittington
Merced County Association of Governments
369 W. 18th Street
Merced, CA 95340

RE: YARTS Monthly Report: December 1-31, 2013

Dear Mr. Whittington,

In accordance with the contract agreement between the Yosemite Area Transportation System Joint Powers Authority (YARTS JPA) and VIA Adventures, Inc. attached please find the monthly summary of operating statistics for December 1-31, 2013.

Please feel free to contact me directly at 384-1315 should you have questions or need additional information.

Sincerely,

Denise Demery
YARTS Program Manager

RIDERSHIP

From 12/1/2013 to 12/31/2013

A total of 6,125 passengers were carried on the HWY 140 system by VIA. Of these, 965 were Amtrak passengers utilizing the YARTS service.

Ridership - All

Date	DNC	NPS	Other	Total Employees	Adult Paid	Sr/Child Paid	Commuter Paid	Child Free	Amtrak Paid	Total Paid	Total
12/1/2013	0	5	3	8	54	12	16	4	30	112	124
12/2/2013	30	49	11	90	57	8	43	1	45	153	244
12/3/2013	2	77	8	87	61	3	42	3	29	135	225
12/4/2013	1	77	5	83	52	4	59	2	13	128	213
12/5/2013	9	65	7	81	65	2	44	3	23	134	218
12/6/2013	3	38	11	52	60	4	21	3	19	104	159
12/7/2013	0	8	0	8	117	7	12	2	11	147	157
12/8/2013	0	22	1	23	146	5	22	4	12	185	212
12/9/2013	29	27	0	56	94	5	50	3	15	164	223
12/10/2013	7	64	5	76	61	10	35	1	15	121	198
12/11/2013	0	48	21	69	78	6	45	8	14	143	220
12/12/2013	0	64	14	78	98	26	47	3	24	195	276
12/13/2013	1	31	5	37	93	6	21	11	18	138	186
12/14/2013	0	6	12	18	90	1	6	4	6	103	125
12/15/2013	1	7	2	10	120	3	20	0	35	178	188
12/16/2013	0	61	1	62	78	3	47	7	11	139	208
12/17/2013	0	78	6	84	65	13	38	4	18	134	222
12/18/2013	4	48	7	59	106	6	35	3	14	161	223
12/19/2013	10	52	13	75	80	2	18	1	27	127	203
12/20/2013	4	14	2	20	71	3	28	5	26	128	153
12/21/2013	1	5	0	6	78	7	9	2	23	117	125
12/22/2013	5	6	6	17	64	2	11	12	34	111	140
12/23/2013	5	50	2	57	72	4	24	0	62	162	219
12/24/2013	0	12	4	16	88	2	17	7	44	151	174
12/25/2013	1	5	2	8	87	7	13	2	32	139	149
12/26/2013	10	7	28	45	120	9	9	3	76	214	262
12/27/2013	1	14	0	15	147	7	24	6	104	282	303
12/28/2013	0	3	34	37	115	6	10	14	36	167	218
12/29/2013	2	5	6	13	85	6	9	9	59	159	181
12/30/2013	2	44	0	46	82	4	25	7	52	163	216
12/31/2013	1	17	3	21	65	3	31	3	38	137	161
Total	129	1,009	219	1,357	2,649	186	831	137	965	4,631	6,125
Percent	2.11%	16.47%	3.58%	22.16%	43.25%	3.04%	13.57%	2.24%	15.76%	75.61%	100.00%

Ridership Excluding Amtrak

Date	DNC	NPS	Other	Total Employees	Adult Paid	Commuter Paid	Child Free	Sr/Child Paid	Total Paid	Total
12/1/2013	0	5	3	8	54	16	4	12	82	94
12/2/2013	30	49	11	90	57	43	1	8	108	199
12/3/2013	2	77	8	87	61	42	3	3	106	196
12/4/2013	1	77	5	83	52	59	2	4	115	200
12/5/2013	9	65	7	81	65	44	3	2	111	195
12/6/2013	3	38	11	52	60	21	3	4	85	140
12/7/2013	0	8	0	8	117	12	2	7	136	146
12/8/2013	0	22	1	23	146	22	4	5	173	200
12/9/2013	29	27	0	56	94	50	3	5	149	208
12/10/2013	7	64	5	76	61	35	1	10	106	183
12/11/2013	0	48	21	69	78	45	8	6	129	206
12/12/2013	0	64	14	78	98	47	3	26	171	252
12/13/2013	1	31	5	37	93	21	11	6	120	168
12/14/2013	0	6	12	18	90	6	4	1	97	119
12/15/2013	1	7	2	10	120	20	0	3	143	153
12/16/2013	0	61	1	62	78	47	7	3	128	197
12/17/2013	0	78	6	84	65	38	4	13	116	204
12/18/2013	4	48	7	59	106	35	3	6	147	209
12/19/2013	10	52	13	75	80	18	1	2	100	176
12/20/2013	4	14	2	20	71	28	5	3	102	127
12/21/2013	1	5	0	6	78	9	2	7	94	102
12/22/2013	5	6	6	17	64	11	12	2	77	106
12/23/2013	5	50	2	57	72	24	0	4	100	157
12/24/2013	0	12	4	16	88	17	7	2	107	130
12/25/2013	1	5	2	8	87	13	2	7	107	117
12/26/2013	10	7	28	45	120	9	3	9	138	186
12/27/2013	1	14	0	15	147	24	6	7	178	199
12/28/2013	0	3	34	37	115	10	14	6	131	182
12/29/2013	2	5	6	13	85	9	9	6	100	122
12/30/2013	2	44	0	46	82	25	7	4	111	164
12/31/2013	1	17	3	21	65	31	3	3	99	123
Total	129	1,009	219	1,357	2,649	831	137	186	3,666	5,160
Percent	2.50%	19.55%	4.24%	26.30%	51.34%	16.10%	2.66%	3.60%	71.05%	100.00%

Ridership by Pick-up Location

Pick-up Location	Riders	Percentage
Merced Mall/Targ	35	0.57%
Airport	14	0.23%
Merced College	7	0.11%
Downtown (Court	5	0.08%
Amtrak	927	15.13%
Transpo	289	4.72%
Catheys Valley	130	2.12%
MPMidtown	256	4.18%
Roadside Rest	467	7.62%
Mariposa Park &	478	7.80%
KOA	28	0.46%
MidPines	273	4.46%
MPPO	139	2.27%
Bug Hostel	272	4.44%
Cedar Lodge	119	1.94%
NPS Maintenance	354	5.78%
Barium Mine Rd	89	1.45%
El Portal PO	163	2.66%
YV Lodge	146	2.38%
YosVCenter	677	11.05%
Curry Village	308	5.03%
Ahwahnee	234	3.82%
YosLodge	697	11.38%
UC Merced	18	0.29%
Totals	6125	100.00%

LOAD FACTOR ANALYSIS : December 01 - December 31, 2013

Below please find the load factor calculations for the HWY 140 runs operated by VIA for December 01 through December 31, 2013. The load factor analysis is broken down by daily-all routes, weekday, and weekend service.

WITH AMTRAK

Daily - All Runs

Runs	Max Load Capacity	Ridership	Load Factor	
04	144	48	33.33%	Inbound 10:20 am service from Merced to YV
01C.5	1,155	442	38.27%	Inbound 5:28am service from Catheys Valley to Y
02C.5	1,705	521	30.56%	Inbound 5:58am service from Catheys Valley to Y
03	1,705	569	33.37%	Inbound 6:45am service from Merced to YV
04	1,746	779	44.62%	Inbound 10:20am service from Merced to YV
05	1,705	325	19.06%	Inbound 1:20pm service from Merced to YV
06	1,705	440	25.81%	Inbound 4:30pm service from Merced to YV
07	1,155	159	13.77%	Outbound 6:20am service from Midpines to Merce
08	1,705	644	37.77%	Outbound 9:32am service from YV to Merced
09	96	10	10.42%	Outbound 3:40pm service from YV to Merced
09	1,705	1,157	67.86%	Outbound 3:40pm service from YV to Merced
10	1,705	361	21.17%	Outbound 4:25pm service from YV to Mariposa
11	1,746	387	22.16%	Outbound 4:55pm service from YV to Merced
12	1,650	283	17.15%	Outbound 5:45pm service from YV to Merced
Total	19,627	6,125	31.21%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
04	144	48	33.33%	Inbound 10:20 am service from Merced to YV
01C.5	1,155	442	38.27%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,155	375	32.47%	Inbound 5:58am service from Catheys Valley to YV
03	1,155	373	32.29%	Inbound 6:45am service from Merced to YV
04	1,196	487	40.72%	Inbound 10:20am service from Merced to YV
05	1,155	247	21.39%	Inbound 1:20pm service from Merced to YV
06	1,155	336	29.09%	Inbound 4:30pm service from Merced to YV
07	1,155	159	13.77%	Outbound 6:20am service from Midpines to Merced
08	1,155	428	37.06%	Outbound 9:32am service from YV to Merced
09	96	10	10.42%	Outbound 3:40pm service from YV to Merced
09	1,155	834	72.21%	Outbound 3:40pm service from YV to Merced
10	1,155	262	22.68%	Outbound 4:25pm service from YV to Mariposa
11	1,196	296	24.75%	Outbound 4:55pm service from YV to Merced
12	1,155	209	18.10%	Outbound 5:45pm service from YV to Merced
Total	14,182	4,506	31.77%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.5	550	11	2.00%	Inbound 5:58am service from Catheys Valley to YV
02C.5	550	135	24.55%	Inbound 5:58am service from Catheys Valley to YV
03	550	175	31.82%	Inbound 6:45am service from Merced to YV
03	550	21	3.82%	Inbound 6:45am service from Merced to YV
04	550	264	48.00%	Inbound 10:20am service from Merced to YV
04	550	28	5.09%	Inbound 10:20am service from Merced to YV
05	550	61	11.09%	Inbound 1:20pm service from Merced to YV
05	550	17	3.09%	Inbound 1:20pm service from Merced to YV
06	550	8	1.45%	Inbound 4:30pm service from Merced to YV
06	550	96	17.45%	Inbound 4:30pm service from Merced to YV
08	550	12	2.18%	Outbound 9:32am service from YV to Merced
08	550	204	37.09%	Outbound 9:32am service from YV to Merced
09	550	301	54.73%	Outbound 3:40pm service from YV to Merced
09	550	22	4.00%	Outbound 3:40pm service from YV to Merced
10	550	89	16.18%	Outbound 4:25pm service from YV to Mariposa
10	550	10	1.82%	Outbound 4:25pm service from YV to Mariposa
11	550	86	15.64%	Outbound 4:55pm service from YV to Merced
11	550	5	0.91%	Outbound 4:55pm service from YV to Merced
12	495	15	3.03%	Outbound 5:45pm service from YV to Merced
12	495	59	11.92%	Outbound 5:45pm service from YV to Merced
Total	10,890	1,619	14.87%	

WITHOUT AMTRAK

Daily - All Routes

Runs	Max Load Capacity	Ridership	Load Factor	
04	144	3	2.08%	Inbound 10:20 am service from Merced to YV
01C.5	1,155	442	38.27%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,705	521	30.56%	Inbound 5:58am service from Catheys Valley to YV
03	1,705	562	32.96%	Inbound 6:45am service from Merced to YV
04	1,746	500	28.64%	Inbound 10:20am service from Merced to YV
05	1,705	235	13.78%	Inbound 1:20pm service from Merced to YV
06	1,705	325	19.06%	Inbound 4:30pm service from Merced to YV
07	1,155	152	13.16%	Outbound 6:20am service from Midpines to Merced
08	1,705	464	27.21%	Outbound 9:32am service from YV to Merced
09	96	8	8.33%	Outbound 3:40pm service from YV to Merced
09	1,705	940	55.13%	Outbound 3:40pm service from YV to Merced
10	1,705	360	21.11%	Outbound 4:25pm service from YV to Mariposa
11	1,746	382	21.88%	Outbound 4:55pm service from YV to Merced
12	1,650	266	16.12%	Outbound 5:45pm service from YV to Merced
Total	19,627	5,160	26.29%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
04	144	3	2.08%	Inbound 10:20 am service from Merced to YV
01C.5	1,155	442	38.27%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,155	375	32.47%	Inbound 5:58am service from Catheys Valley to YV
03	1,155	367	31.77%	Inbound 6:45am service from Merced to YV
04	1,196	317	26.51%	Inbound 10:20am service from Merced to YV
05	1,155	181	15.67%	Inbound 1:20pm service from Merced to YV
06	1,155	257	22.25%	Inbound 4:30pm service from Merced to YV
07	1,155	152	13.16%	Outbound 6:20am service from Midpines to Merced
08	1,155	294	25.45%	Outbound 9:32am service from YV to Merced
09	96	8	8.33%	Outbound 3:40pm service from YV to Merced
09	1,155	672	58.18%	Outbound 3:40pm service from YV to Merced
10	1,155	261	22.60%	Outbound 4:25pm service from YV to Mariposa
11	1,196	295	24.67%	Outbound 4:55pm service from YV to Merced
12	1,155	195	16.88%	Outbound 5:45pm service from YV to Merced
Total	14,182	3,819	26.93%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.5	550	11	2.00%	Inbound 5:58am service from Catheys Valley to YV
02C.5	550	135	24.55%	Inbound 5:58am service from Catheys Valley to YV
03	550	174	31.64%	Inbound 6:45am service from Merced to YV
03	550	21	3.82%	Inbound 6:45am service from Merced to YV
04	550	164	29.82%	Inbound 10:20am service from Merced to YV
04	550	19	3.45%	Inbound 10:20am service from Merced to YV
05	550	45	8.18%	Inbound 1:20pm service from Merced to YV
05	550	9	1.64%	Inbound 1:20pm service from Merced to YV
06	550	2	0.36%	Inbound 4:30pm service from Merced to YV
06	550	66	12.00%	Inbound 4:30pm service from Merced to YV
08	550	8	1.45%	Outbound 9:32am service from YV to Merced
08	550	162	29.45%	Outbound 9:32am service from YV to Merced
09	550	251	45.64%	Outbound 3:40pm service from YV to Merced
09	550	17	3.09%	Outbound 3:40pm service from YV to Merced
10	550	89	16.18%	Outbound 4:25pm service from YV to Mariposa
10	550	10	1.82%	Outbound 4:25pm service from YV to Mariposa
11	550	82	14.91%	Outbound 4:55pm service from YV to Merced
11	550	5	0.91%	Outbound 4:55pm service from YV to Merced
12	495	15	3.03%	Outbound 5:45pm service from YV to Merced
12	495	56	11.31%	Outbound 5:45pm service from YV to Merced
Total	10,890	1,341	12.31%	

PASSENGER FARES BY TYPE

Below please find a breakdown of passenger fares recorded by VIA for HWY 140 runs for 12/1/2013 through 12/31/2013.

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.5	37	271	26	18	12	2	76	0	442
02C.5	39	214	18	108	12	4	126	0	521
03	9	31	18	375	15	49	65	7	569
04	0	0	18	412	20	28	25	324	827
05	0	0	6	186	4	8	31	90	325
06	0	0	11	202	6	8	98	115	440
07	0	0	8	42	3	4	95	7	159
08	3	13	15	340	13	17	63	180	644
09	18	213	42	500	30	32	113	219	1167
10	6	140	22	114	4	23	51	1	361
11	10	61	34	197	14	8	58	5	387
12	7	66	1	155	4	3	30	17	283
Total	129	1,009	219	2,649	137	186	831	965	6,125
Percent	2.11%	16.47%	3.58%	43.25%	2.24%	3.04%	13.57%	15.76%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.5	37	271	26	18	12	2	76	0	442
02C.5	34	181	8	54	11	3	84	0	375
03	9	31	5	223	9	28	62	6	373
04	0	0	17	260	9	18	16	215	535
05	0	0	3	147	1	7	23	66	247
06	0	0	9	145	0	5	98	79	336
07	0	0	8	42	3	4	95	7	159
08	3	4	9	224	6	10	38	134	428
09	16	206	23	289	19	21	106	164	844
10	6	128	11	55	2	23	36	1	262
11	10	55	34	133	12	7	44	1	296
12	4	61	0	103	0	2	25	14	209
Total	119	937	153	1,693	84	130	703	687	4,506
Percent	2.64%	20.79%	3.40%	37.57%	1.86%	2.89%	15.60%	15.25%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
02C.5	5	33	10	54	1	1	42	0	146
03	0	0	13	152	6	21	3	1	196
04	0	0	1	152	11	10	9	109	292
05	0	0	3	39	3	1	8	24	78
06	0	0	2	57	6	3	0	36	104
08	0	9	6	116	7	7	25	46	216
09	2	7	19	211	11	11	7	55	323
10	0	12	11	59	2	0	15	0	99
11	0	6	0	64	2	1	14	4	91
12	3	5	1	52	4	1	5	3	74
Total	10	72	66	956	53	56	128	278	1,619
Percent	0.62%	4.45%	4.08%	59.05%	3.27%	3.46%	7.91%	17.17%	100.00%

PASSENGER FARES BY TYPE EXCLUDING AMTRAK

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.5	37	271	26	18	12	2	76	442
02C.5	39	214	18	108	12	4	126	521
03	9	31	18	375	15	49	65	562
04	0	0	18	412	20	28	25	503
05	0	0	6	186	4	8	31	235
06	0	0	11	202	6	8	98	325
07	0	0	8	42	3	4	95	152
08	3	13	15	340	13	17	63	464
09	18	213	42	500	30	32	113	948
10	6	140	22	114	4	23	51	360
11	10	61	34	197	14	8	58	382
12	7	66	1	155	4	3	30	266
Total	129	1,009	219	2,649	137	186	831	5,160
Percent	2.50%	19.55%	4.24%	51.34%	2.66%	3.60%	16.10%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.5	37	271	26	18	12	2	76	442
02C.5	34	181	8	54	11	3	84	375
03	9	31	5	223	9	28	62	367
04	0	0	17	260	9	18	16	320
05	0	0	3	147	1	7	23	181
06	0	0	9	145	0	5	98	257
07	0	0	8	42	3	4	95	152
08	3	4	9	224	6	10	38	294
09	16	206	23	289	19	21	106	680
10	6	128	11	55	2	23	36	261
11	10	55	34	133	12	7	44	295
12	4	61	0	103	0	2	25	195
Total	119	937	153	1,693	84	130	703	3,819
Percent	3.12%	24.54%	4.01%	44.33%	2.20%	3.40%	18.41%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
02C.5	5	33	10	54	1	1	42	146
03	0	0	13	152	6	21	3	195
04	0	0	1	152	11	10	9	183
05	0	0	3	39	3	1	8	54
06	0	0	2	57	6	3	0	68
08	0	9	6	116	7	7	25	170
09	2	7	19	211	11	11	7	268
10	0	12	11	59	2	0	15	99
11	0	6	0	64	2	1	14	87
12	3	5	1	52	4	1	5	71
Total	10	72	66	956	53	56	128	1,341
Percent	0.75%	5.37%	4.92%	71.29%	3.95%	4.18%	9.55%	100.00%

OPERATING STATISTICS

REVENUE MILES December 01 - December 31 2013

From December 01 through December 31, 2013 VIA HWY 140 operated a total of 27,853 revenue service miles.

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekdays					
	Catheys Valley	01C.5	21	69	1,449
	Catheys Valley	02C.5	21	69	1,449
	Merced	03	21	87	1,827
	Merced	04	23	87	2,001
	Merced	05	21	87	1,827
	Merced	06	21	87	1,827
	Midpines	07	21	51	1,071
	Yosemite	08	21	87	1,827
	Yosemite	09	21	87	1,827
	Yosemite	10	21	55	1,155
	Yosemite	11	21	87	1,827
	Yosemite	12	21	87	1,827
Total Mileage					19,914

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekends					
	Catheys Valley	02C.5	9	69	621
	Merced	03	9	87	783
	Merced	04	9	87	783
	Merced	05	9	87	783
	Merced	06	9	87	783
	Yosemite	08	9	87	783
	Yosemite	09	9	87	783
	Yosemite	10	9	55	495
	Yosemite	11	9	87	783
	Yosemite	12	8	87	696
Total Mileage					7,293

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Holidays					
	Catheys Valley	02C.5	1	69	69
	Merced	03	1	87	87
	Merced	04	1	87	87
	Merced	05	1	87	87
	Merced	06	1	87	87
	Yosemite	08	1	87	87
	Yosemite	09	1	87	87
	Yosemite	10	1	55	55
	Yosemite	11	1	87	87
	Yosemite	12	1	87	87
Total Mileage					820
Grand Total					28,027
Nonchargeable YARTS runs 5 and 9					-174
Nonchargeable YARTS extras					0
YARTS Total					27,853

REVENUE HOURS

From December 01 through December 31, 2013 VIA HWY 140 provided a total of 1,055.4 vehicle service hours.

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekdays					
	Catheys Valley	01C.5	21	2.30	48.30
	Catheys Valley	02C.5	21	2.30	48.30
	Merced	03	21	3.20	67.20
	Merced	04	23	3.50	80.50
	Merced	05	21	2.80	58.80
	Merced	06	21	3.90	81.90
	Midpines	07	21	2.20	46.20
	Yosemite	08	21	3.80	79.80
	Yosemite	09	21	3.20	67.20
	Yosemite	10	21	2.00	42.00
	Yosemite	11	21	3.20	67.20
	Yosemite	12	21	3.20	67.20
Total Hours					754.60

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekends					
	Catheys Valley	02C.5	9	2.30	20.70
	Merced	03	9	3.20	28.80
	Merced	04	9	3.50	31.50
	Merced	05	9	2.80	25.20
	Merced	06	9	3.90	35.10
	Yosemite	08	9	3.80	34.20
	Yosemite	09	9	3.20	28.80
	Yosemite	10	9	2.00	18.00
	Yosemite	11	9	3.20	28.80
	Yosemite	12	8	3.20	25.60
Total Hours					276.70

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Holidays					
	Catheys Valley	02C.5	1	2.30	2.30
	Merced	03	1	3.20	3.20
	Merced	04	1	3.50	3.50
	Merced	05	1	2.80	2.80
	Merced	06	1	3.90	3.90
	Yosemite	08	1	3.80	3.80
	Yosemite	09	1	3.20	3.20
	Yosemite	10	1	2.00	2.00
	Yosemite	11	1	3.20	3.20
	Yosemite	12	1	3.20	3.20
Total Hours					31.10
Grand Total					1,062.40
Nonchargeable YARTS runs 5 and 9					-7.00
Nonchargeable YARTS extras					0.00
YARTS Total					1,055.40

Passengers Left / Wheelchair Usage

Bus Full / # of Passengers Left

Run Date	Route	Total
12/27/2013	09	10
12/27/2013	04	15
	Grand Total	25

Wheel Chair

Run Date	Route	Total
12/28/2013	04	1
12/29/2013	11	2
	Grand Total	3

ACCIDENTS/INCIDENTS

There were no vehicular accidents on any YARTS runs for the month of December 1-31, 2013.

ROAD CALLS

There was one (1) road call for the period of December 1-31, 2013. On December 8th, Run 2 stalled in Midpines at the Bug Hostel Resort due to a mechanical issue. The fleet staff was able to get the bus running after a 45 minute delay.

SERVICE DELAYS

There were twelve (12) service delays during the month of December 1-31, 2013. Total on time service for all corridors was **98.50%**.

12/04/13	Run 6	Service delayed 1 hour due to a mechanical issue (1st mechanical).
12/06/13	Run 3	Service delayed 40 minutes due to an operational issue (see missed runs).
12/07/13	Run 11	Service delayed 1 hour due to inclement weather (snow).
12/08/13	Run 2	Service delayed 45 minutes due to a mechanical issue (2nd mechanical- see road calls).
12/09/13	Run 2	Service delayed 1 hour due to an operational issue (see missed runs).
12/09/13	Run 1	Service delayed 30 minutes at Yosemite gate due to icy roads.
12/09/13	Run 8	Service delayed 15 minutes from Yosemite due to icy roads.
12/10/13	Run 5	Service delayed 20 minutes at Yosemite gate due to icy conditions.
12/10/13	Run 11	Service delayed 1 hour due to a mechanical issue (3rd mechanical).
12/11/13	Run 11	Service delayed 30 minutes from Yosemite due to icy conditions.
12/23/14	Run 4	Service delayed 30 minutes at Bryceburg due to a car accident.
12/27/13	Run 4	Service delayed 1 hour due to an influx of Amtrak passengers at Amtrak.

MISSED RUNS

There were two (2) missed VIA YARTS trips during the period of December 1-31, 2013.

12/06/13	Run 3	Service delayed 40 minutes due to an operational issue.
12/09/13	Run 2	Service delayed 1 hour due to an operational issue.

MAINTENANCE

VIA YARTS Buses are kept maintained regularly. Currently buses are rotated among runs to evenly distribute miles across the fleet. Regular buses are assigned to each route.

CUSTOMER SERVICE

A total of **121** YARTS customer inquiry calls were received in the VIA YARTS offices during the period from December 1-31, 2013. A comprehensive log of incoming calls by type, including calls regarding customer complaints, commendations, and recommendations is maintained and monitored continually.

Count on All Calls

96	Calls received on schedule issues and questions for Hwy 140 Corridor.
4	Calls received on Mammoth Lake schedule information.
1	Calls received on Sonora/Groveland schedule information.
1	Calls received on park information (lodging, tours, camping, etc.)
19	Miscellaneous calls (lost & found, hang up calls, etc.)
0	Calls received as customer complaints.
121	Total

CUSTOMER COMPLAINTS AND FOLLOW UP ACTIONS

There was one (1) customer complaint received by email during the month of December 1-31, 2013.

12/9/13 Customer claimed to have a medical condition that makes him prone to muscle spasms, When the bus arrived, he said was not the first to enter and was forced to stand with his back to the open door, where the cool air put him in jeopardy of a back spasm. He asked the driver to close the door (on his back), but the driver indicated that there was a potential for the door hitting him so the door was closed after one of the customers finished and moved out of the way.

The customer said that he had an Amtrak reservation, but only had a number, no e-ticket. The driver was not able to confirm that the ticket claim was valid and charged the rider \$6 for the ride to Merced. Rider claimed the driver did not accompany him into the station to get ticket and refund the money.

Also, the rider complained that the driver was driving too slowly for the conditions because he was tapping his brakes to slow for what appeared to be a drunk driver.

Follow up showed that the driver didn't close the door for the passenger's safety. The customer was waiting for passengers to disembark, then waiting his turn in line to board the bus. The driver said the door would have smashed into the customer, so he had to wait until the line was clear and the passenger was totally inside before closing the door.

The driver also did go inside Amtrak to retrieve the ticket, however said the rider left the bus immediately and directly boarded the train without going inside himself; so he may not have seen the driver go inside. The driver did sign in at Amtrak which affirms that he went inside the station.

As for the “braking for a drunk driver”, and “driving too slowly for conditions”, that is totally acceptable safety protocol, and normally not a complaint issue. Most riders appreciate drivers who are paying attention and avoiding problems by braking appropriately and slowing down when needed. VIA Operations defers to the driver on whether they need to slow down to safely maneuver the bus on any route at any time. They are the professionals on site and are the ones who are aware of the possible issues that may be arising as they are driving. YARTS drivers are trained to have good judgment and make good safety decisions. So if the driver was slowing down, there was certainly a need to do so as a safety precaution in his professional judgment.

Wheel Chair Requests

There were four (4) wheelchair requests filled for the month of December 1-31, 2013. Additionally in the last month or two there have been regular unannounced wheelchair riders on various YARTS runs. Ten (10) wheelchair buses are available to accommodate YARTS passengers in accordance with ADA guidelines.

Cal-Trans, Traffic & Construction Delays

There were 5-minute to 1.5-hour delays throughout the month on separate runs due to vehicle accidents, road work and very heavy traffic.



February 3, 2014

Mr. Whittington
Merced County Association of Governments
369 W. 18th Street
Merced, CA 95340

RE: YARTS Monthly Report: January 1-31, 2014

Dear Mr. Whittington,

In accordance with the contract agreement between the Yosemite Area Transportation System Joint Powers Authority (YARTS JPA) and VIA Adventures, Inc. attached please find the monthly summary of operating statistics for January 1-31, 2014. .

Please feel free to contact me directly at 384-1315 should you have questions or need additional information.

Sincerely,

Denise Demery
YARTS Program Manager

RIDERSHIP

From 1/1/2014 to 1/31/2014

A total of 5,292 passengers were carried on the HWY 140 system by VIA. Of these, 831 were Amtrak passengers utilizing the YARTS service.

Ridership - All

Date	DNC	NPS	Other	Total Employees	Adult Paid	Sr/Child Paid	Commuter Paid	Child Free	Amtrak Paid	Total Paid	Total
1/1/2014	0	6	2	8	83	2	34	16	36	155	179
1/2/2014	0	11	3	14	94	4	58	4	34	190	208
1/3/2014	1	16	2	19	85	6	24	7	12	127	153
1/4/2014	0	9	0	9	84	5	18	5	29	136	150
1/5/2014	0	1	4	5	54	10	23	2	21	108	115
1/6/2014	0	72	4	76	62	0	32	0	13	107	183
1/7/2014	2	67	5	74	76	3	40	2	24	143	219
1/8/2014	3	65	1	69	65	3	34	0	18	120	189
1/9/2014	3	77	11	91	54	6	36	3	7	103	197
1/10/2014	0	26	0	26	68	1	50	2	24	143	171
1/11/2014	0	6	0	6	84	2	7	1	15	108	115
1/12/2014	0	5	6	11	56	7	12	2	6	81	94
1/13/2014	0	78	22	100	62	0	37	3	23	122	225
1/14/2014	2	56	4	62	58	1	54	2	15	128	192
1/15/2014	5	61	6	72	48	4	49	2	17	118	192
1/16/2014	0	54	10	64	59	4	36	2	11	110	176
1/17/2014	0	14	0	14	55	6	35	4	10	106	124
1/18/2014	0	2	2	4	69	6	12	4	58	145	153
1/19/2014	0	1	0	1	62	5	18	2	8	93	96
1/20/2014	0	2	1	3	58	2	9	3	8	77	83
1/21/2014	3	68	7	78	40	0	43	6	181	264	348
1/22/2014	2	68	6	76	39	5	53	2	10	107	185
1/23/2014	0	62	0	62	44	4	47	5	9	104	171
1/24/2014	0	22	0	22	56	6	37	4	124	223	249
1/25/2014	0	5	1	6	56	3	11	4	9	79	89
1/26/2014	2	7	1	10	32	3	13	2	25	73	85
1/27/2014	0	71	0	71	44	4	50	4	8	106	181
1/28/2014	2	65	3	70	54	3	52	4	13	122	196
1/29/2014	2	35	4	41	48	5	90	5	37	180	226
1/30/2014	2	74	0	76	48	6	50	3	7	111	190
1/31/2014	0	17	20	37	59	5	38	0	19	121	158
Total	29	1,123	125	1,277	1,856	121	1,102	105	831	3,910	5,292
Percent	0.55%	21.22%	2.36%	24.13%	35.07%	2.29%	20.82%	1.98%	15.70%	73.89%	100.00%

Ridership Excluding Amtrak

Date	DNC	NPS	Other	Total Employees	Adult Paid	Commuter Paid	Child Free	Sr/Child Paid	Total Paid	Total
1/1/2014	0	6	2	8	83	34	16	2	119	143
1/2/2014	0	11	3	14	94	58	4	4	156	174
1/3/2014	1	16	2	19	85	24	7	6	115	141
1/4/2014	0	9	0	9	84	18	5	5	107	121
1/5/2014	0	1	4	5	54	23	2	10	87	94
1/6/2014	0	72	4	76	62	32	0	0	94	170
1/7/2014	2	67	5	74	76	40	2	3	119	195
1/8/2014	3	65	1	69	65	34	0	3	102	171
1/9/2014	3	77	11	91	54	36	3	6	96	190
1/10/2014	0	26	0	26	68	50	2	1	119	147
1/11/2014	0	6	0	6	84	7	1	2	93	100
1/12/2014	0	5	6	11	56	12	2	7	75	88
1/13/2014	0	78	22	100	62	37	3	0	99	202
1/14/2014	2	56	4	62	58	54	2	1	113	177
1/15/2014	5	61	6	72	48	49	2	4	101	175
1/16/2014	0	54	10	64	59	36	2	4	99	165
1/17/2014	0	14	0	14	55	35	4	6	96	114
1/18/2014	0	2	2	4	69	12	4	6	87	95
1/19/2014	0	1	0	1	62	18	2	5	85	88
1/20/2014	0	2	1	3	58	9	3	2	69	75
1/21/2014	3	68	7	78	40	43	6	0	83	167
1/22/2014	2	68	6	76	39	53	2	5	97	175
1/23/2014	0	62	0	62	44	47	5	4	95	162
1/24/2014	0	22	0	22	56	37	4	6	99	125
1/25/2014	0	5	1	6	56	11	4	3	70	80
1/26/2014	2	7	1	10	32	13	2	3	48	60
1/27/2014	0	71	0	71	44	50	4	4	98	173
1/28/2014	2	65	3	70	54	52	4	3	109	183
1/29/2014	2	35	4	41	48	90	5	5	143	189
1/30/2014	2	74	0	76	48	50	3	6	104	183
1/31/2014	0	17	20	37	59	38	0	5	102	139
Total	29	1,123	125	1,277	1,856	1,102	105	121	3,079	4,461
Percent	0.65%	25.17%	2.80%	28.63%	41.61%	24.70%	2.35%	2.71%	69.02%	100.00%

Ridership by Pick-up Location

Pick-up Location	Riders	Percentage
Merced Mall/Targ	50	0.94%
Airport	36	0.68%
Merced College	57	1.08%
Mall (PG&E)	1	0.02%
Downtown (Court	9	0.17%
Amtrak	695	13.13%
Transpo	227	4.29%
Catheys Valley	118	2.23%
MPMidtown	201	3.80%
Roadside Rest	447	8.45%
Mariposa Park &	456	8.62%
KOA	36	0.68%
MidPines	333	6.29%
MPPO	142	2.68%
Bug Hostel	222	4.20%
Cedar Lodge	58	1.10%
NPS Maintenance	400	7.56%
Barium Mine Rd	54	1.02%
El Portal PO	133	2.51%
YV Lodge	83	1.57%
YosVCenter	488	9.22%
Curry Village	374	7.07%
Ahwahnee	139	2.63%
YosLodge	516	9.75%
UC Merced	17	0.32%
Totals	5292	100.00%

LOAD FACTOR ANALYSIS : January 01 - January 31, 2014

Below please find the load factor calculations for the HWY 140 runs operated by VIA for January 01 through January 31, 2014. The load factor analysis is broken down by daily-all routes, weekday, and weekend service.

WITH AMTRAK

Daily - All Runs

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,155	374	32.38%	Inbound 5:28am service from Catheys Valley to Y
02C.5	1,705	574	33.67%	Inbound 5:58am service from Catheys Valley to Y
03	1,650	356	21.58%	Inbound 6:45am service from Merced to YV
04	161	158	98.14%	Inbound 10:20 am service from Merced to YV
04	1,705	397	23.28%	Inbound 10:20am service from Merced to YV
05	1,705	278	16.30%	Inbound 1:20pm service from Merced to YV
06	1,705	524	30.73%	Inbound 4:30pm service from Merced to YV
07	1,155	220	19.05%	Outbound 6:20am service from Midpines to Merce
08	54	54	100.00%	Outbound 9:32am service from YV to Merced
08	1,705	601	35.25%	Outbound 9:32am service from YV to Merced
09	55	109	198.18%	Outbound 3:40pm service from YV to Merced
09	1,705	785	46.04%	Outbound 3:40pm service from YV to Merced
10	1,705	335	19.65%	Outbound 4:25pm service from YV to Mariposa
11	1,705	268	15.72%	Outbound 4:55pm service from YV to Merced
12	1,705	259	15.19%	Outbound 5:45pm service from YV to Merced
Total	19,575	5,292	27.03%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,155	374	32.38%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,155	481	41.65%	Inbound 5:58am service from Catheys Valley to YV
03	1,100	248	22.55%	Inbound 6:45am service from Merced to YV
04	106	104	98.11%	Inbound 10:20 am service from Merced to YV
04	1,155	237	20.52%	Inbound 10:20am service from Merced to YV
05	1,155	205	17.75%	Inbound 1:20pm service from Merced to YV
06	1,210	430	35.54%	Inbound 4:30pm service from Merced to YV
07	1,155	220	19.05%	Outbound 6:20am service from Midpines to Merced
08	54	54	100.00%	Outbound 9:32am service from YV to Merced
08	1,155	412	35.67%	Outbound 9:32am service from YV to Merced
09	55	109	198.18%	Outbound 3:40pm service from YV to Merced
09	1,155	654	56.62%	Outbound 3:40pm service from YV to Merced
10	1,155	279	24.16%	Outbound 4:25pm service from YV to Mariposa
11	1,155	184	15.93%	Outbound 4:55pm service from YV to Merced
12	1,210	183	15.12%	Outbound 5:45pm service from YV to Merced
Total	14,130	4,174	29.54%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.5	550	16	2.91%	Inbound 5:58am service from Catheys Valley to YV
02C.5	550	77	14.00%	Inbound 5:58am service from Catheys Valley to YV
03	550	77	14.00%	Inbound 6:45am service from Merced to YV
03	550	31	5.64%	Inbound 6:45am service from Merced to YV
04	550	118	21.45%	Inbound 10:20am service from Merced to YV
04	550	42	7.64%	Inbound 10:20am service from Merced to YV
04	55	54	98.18%	Inbound 10:20 am service from Merced to YV
05	550	59	10.73%	Inbound 1:20pm service from Merced to YV
05	550	14	2.55%	Inbound 1:20pm service from Merced to YV
06	495	8	1.62%	Inbound 4:30pm service from Merced to YV
06	495	86	17.37%	Inbound 4:30pm service from Merced to YV
08	550	47	8.55%	Outbound 9:32am service from YV to Merced
08	550	142	25.82%	Outbound 9:32am service from YV to Merced
09	550	93	16.91%	Outbound 3:40pm service from YV to Merced
09	550	38	6.91%	Outbound 3:40pm service from YV to Merced
10	550	48	8.73%	Outbound 4:25pm service from YV to Mariposa
10	550	8	1.45%	Outbound 4:25pm service from YV to Mariposa
11	550	70	12.73%	Outbound 4:55pm service from YV to Merced
11	550	14	2.55%	Outbound 4:55pm service from YV to Merced
12	495	3	0.61%	Outbound 5:45pm service from YV to Merced
12	495	73	14.75%	Outbound 5:45pm service from YV to Merced
Total	10,835	1,118	10.32%	

WITHOUT AMTRAK

Daily - All Routes

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,155	374	32.38%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,705	574	33.67%	Inbound 5:58am service from Catheys Valley to YV
03	1,650	356	21.58%	Inbound 6:45am service from Merced to YV
04	1,705	264	15.48%	Inbound 10:20am service from Merced to YV
05	1,705	230	13.49%	Inbound 1:20pm service from Merced to YV
06	1,705	469	27.51%	Inbound 4:30pm service from Merced to YV
07	1,155	215	18.61%	Outbound 6:20am service from Midpines to Merced
08	1,705	452	26.51%	Outbound 9:32am service from YV to Merced
09	1,705	692	40.59%	Outbound 3:40pm service from YV to Merced
10	1,705	335	19.65%	Outbound 4:25pm service from YV to Mariposa
11	1,705	268	15.72%	Outbound 4:55pm service from YV to Merced
12	1,705	232	13.61%	Outbound 5:45pm service from YV to Merced
Total	19,305	4,461	23.11%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,155	374	32.38%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,155	481	41.65%	Inbound 5:58am service from Catheys Valley to YV
03	1,100	248	22.55%	Inbound 6:45am service from Merced to YV
04	1,155	155	13.42%	Inbound 10:20am service from Merced to YV
05	1,155	176	15.24%	Inbound 1:20pm service from Merced to YV
06	1,210	385	31.82%	Inbound 4:30pm service from Merced to YV
07	1,155	215	18.61%	Outbound 6:20am service from Midpines to Merced
08	1,155	318	27.53%	Outbound 9:32am service from YV to Merced
09	1,155	574	49.70%	Outbound 3:40pm service from YV to Merced
10	1,155	279	24.16%	Outbound 4:25pm service from YV to Mariposa
11	1,155	184	15.93%	Outbound 4:55pm service from YV to Merced
12	1,210	165	13.64%	Outbound 5:45pm service from YV to Merced
Total	13,915	3,554	25.54%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.5	550	16	2.91%	Inbound 5:58am service from Catheys Valley to YV
02C.5	550	77	14.00%	Inbound 5:58am service from Catheys Valley to YV
03	550	77	14.00%	Inbound 6:45am service from Merced to YV
03	550	31	5.64%	Inbound 6:45am service from Merced to YV
04	550	84	15.27%	Inbound 10:20am service from Merced to YV
04	550	25	4.55%	Inbound 10:20am service from Merced to YV
05	550	44	8.00%	Inbound 1:20pm service from Merced to YV
05	550	10	1.82%	Inbound 1:20pm service from Merced to YV
06	495	8	1.62%	Inbound 4:30pm service from Merced to YV
06	495	76	15.35%	Inbound 4:30pm service from Merced to YV
08	550	33	6.00%	Outbound 9:32am service from YV to Merced
08	550	101	18.36%	Outbound 9:32am service from YV to Merced
09	550	85	15.45%	Outbound 3:40pm service from YV to Merced
09	550	33	6.00%	Outbound 3:40pm service from YV to Merced
10	550	48	8.73%	Outbound 4:25pm service from YV to Mariposa
10	550	8	1.45%	Outbound 4:25pm service from YV to Mariposa
11	550	70	12.73%	Outbound 4:55pm service from YV to Merced
11	550	14	2.55%	Outbound 4:55pm service from YV to Merced
12	495	3	0.61%	Outbound 5:45pm service from YV to Merced
12	495	64	12.93%	Outbound 5:45pm service from YV to Merced
Total	10,780	907	8.41%	

PASSENGER FARES BY TYPE

Below please find a breakdown of passenger fares recorded by VIA for HWY 140 runs for 1/1/2014 through 1/31/2014.

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.5	1	268	3	28	9	0	65	0	374
02C.5	6	301	19	54	10	12	172	0	574
03	0	41	15	186	8	19	87	0	356
04	4	0	15	176	16	22	31	291	555
05	0	0	2	185	5	7	31	48	278
06	0	0	10	272	10	12	165	55	524
07	0	1	0	39	0	1	174	5	220
08	0	5	1	353	11	18	64	203	655
09	0	197	20	268	15	17	175	202	894
10	15	185	29	75	6	3	22	0	335
11	2	64	10	99	5	8	80	0	268
12	1	61	1	121	10	2	36	27	259
Total	29	1,123	125	1,856	105	121	1,102	831	5,292
Percent	0.55%	21.22%	2.36%	35.07%	1.98%	2.29%	20.82%	15.70%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.5	1	268	3	28	9	0	65	0	374
02C.5	6	281	16	23	10	5	140	0	481
03	0	41	15	96	2	12	82	0	248
04	4	0	12	110	3	11	15	186	341
05	0	0	0	140	5	5	26	29	205
06	0	0	9	206	7	9	154	45	430
07	0	1	0	39	0	1	174	5	220
08	0	5	0	256	7	15	35	148	466
09	0	193	20	181	10	9	161	189	763
10	14	177	28	37	6	3	14	0	279
11	2	59	5	49	3	6	60	0	184
12	0	55	0	71	10	1	28	18	183
Total	27	1,080	108	1,236	72	77	954	620	4,174
Percent	0.65%	25.87%	2.59%	29.61%	1.72%	1.84%	22.86%	14.85%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
02C.5	0	20	3	31	0	7	32	0	93
03	0	0	0	90	6	7	5	0	108
04	0	0	3	66	13	11	16	105	214
05	0	0	2	45	0	2	5	19	73
06	0	0	1	66	3	3	11	10	94
08	0	0	1	97	4	3	29	55	189
09	0	4	0	87	5	8	14	13	131
10	1	8	1	38	0	0	8	0	56
11	0	5	5	50	2	2	20	0	84
12	1	6	1	50	0	1	8	9	76
Total	2	43	17	620	33	44	148	211	1,118
Percent	0.18%	3.85%	1.52%	55.46%	2.95%	3.94%	13.24%	18.87%	100.00%

PASSENGER FARES BY TYPE EXCLUDING AMTRAK

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.5	1	268	3	28	9	0	65	374
02C.5	6	301	19	54	10	12	172	574
03	0	41	15	186	8	19	87	356
04	4	0	15	176	16	22	31	264
05	0	0	2	185	5	7	31	230
06	0	0	10	272	10	12	165	469
07	0	1	0	39	0	1	174	215
08	0	5	1	353	11	18	64	452
09	0	197	20	268	15	17	175	692
10	15	185	29	75	6	3	22	335
11	2	64	10	99	5	8	80	268
12	1	61	1	121	10	2	36	232
Total	29	1,123	125	1,856	105	121	1,102	4,461
Percent	0.65%	25.17%	2.80%	41.61%	2.35%	2.71%	24.70%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.5	1	268	3	28	9	0	65	374
02C.5	6	281	16	23	10	5	140	481
03	0	41	15	96	2	12	82	248
04	4	0	12	110	3	11	15	155
05	0	0	0	140	5	5	26	176
06	0	0	9	206	7	9	154	385
07	0	1	0	39	0	1	174	215
08	0	5	0	256	7	15	35	318
09	0	193	20	181	10	9	161	574
10	14	177	28	37	6	3	14	279
11	2	59	5	49	3	6	60	184
12	0	55	0	71	10	1	28	165
Total	27	1,080	108	1,236	72	77	954	3,554
Percent	0.76%	30.39%	3.04%	34.78%	2.03%	2.17%	26.84%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
02C.5	0	20	3	31	0	7	32	93
03	0	0	0	90	6	7	5	108
04	0	0	3	66	13	11	16	109
05	0	0	2	45	0	2	5	54
06	0	0	1	66	3	3	11	84
08	0	0	1	97	4	3	29	134
09	0	4	0	87	5	8	14	118
10	1	8	1	38	0	0	8	56
11	0	5	5	50	2	2	20	84
12	1	6	1	50	0	1	8	67
Total	2	43	17	620	33	44	148	907
Percent	0.22%	4.74%	1.87%	68.36%	3.64%	4.85%	16.32%	100.00%

OPERATING STATISTICS

REVENUE MILES January 01 - January 31 2014

From January 01 through January 31, 2014 VIA HWY 140 operated a total of 27,853 revenue service miles.

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekdays					
	Catheys Valley	01C.5	21	69	1,449
	Catheys Valley	02C.5	21	69	1,449
	Merced	03	20	87	1,740
	Merced	04	21	87	1,827
	Merced	05	21	87	1,827
	Merced	06	22	87	1,914
	Midpines	07	21	51	1,071
	Yosemite	08	21	87	1,827
	Yosemite	09	21	87	1,827
	Yosemite	10	21	55	1,155
	Yosemite	11	21	87	1,827
	Yosemite	12	22	87	1,914
Total Mileage					19,827

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekends					
	Catheys Valley	02C.5	8	69	552
	Merced	03	8	87	696
	Merced	04	8	87	696
	Merced	05	8	87	696
	Merced	06	8	87	696
	Yosemite	08	8	87	696
	Yosemite	09	8	87	696
	Yosemite	10	8	55	440
	Yosemite	11	8	87	696
	Yosemite	12	8	87	696
Total Mileage					6,560

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Holidays					
	Catheys Valley	02C.5	2	69	138
	Merced	03	2	87	174
	Merced	04	2	87	174
	Merced	05	2	87	174
	Merced	06	1	87	87
	Yosemite	08	2	87	174
	Yosemite	09	2	87	174
	Yosemite	10	2	55	110
	Yosemite	11	2	87	174
	Yosemite	12	1	87	87
Total Mileage					1,466
Grand Total					27,853
Nonchargeable YARTS runs 5 and 9					0
Nonchargeable YARTS extras					0
YARTS Total					27,853

REVENUE HOURS

From January 01 through January 31, 2014 VIA HWY 140 provided a total of 1,055.4 vehicle service hours.

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekdays					
	Catheys Valley	01C.5	21	2.30	48.30
	Catheys Valley	02C.5	21	2.30	48.30
	Merced	03	20	3.20	64.00
	Merced	04	21	3.50	73.50
	Merced	05	21	2.80	58.80
	Merced	06	22	3.90	85.80
	Midpines	07	21	2.20	46.20
	Yosemite	08	21	3.80	79.80
	Yosemite	09	21	3.20	67.20
	Yosemite	10	21	2.00	42.00
	Yosemite	11	21	3.20	67.20
	Yosemite	12	22	3.20	70.40
Total Hours					751.50

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekends					
	Catheys Valley	02C.5	8	2.30	18.40
	Merced	03	8	3.20	25.60
	Merced	04	8	3.50	28.00
	Merced	05	8	2.80	22.40
	Merced	06	8	3.90	31.20
	Yosemite	08	8	3.80	30.40
	Yosemite	09	8	3.20	25.60
	Yosemite	10	8	2.00	16.00
	Yosemite	11	8	3.20	25.60
	Yosemite	12	8	3.20	25.60
Total Hours					248.80

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Holidays					
	Catheys Valley	02C.5	2	2.30	4.60
	Merced	03	2	3.20	6.40
	Merced	04	2	3.50	7.00
	Merced	05	2	2.80	5.60
	Merced	06	1	3.90	3.90
	Yosemite	08	2	3.80	7.60
	Yosemite	09	2	3.20	6.40
	Yosemite	10	2	2.00	4.00
	Yosemite	11	2	3.20	6.40
	Yosemite	12	1	3.20	3.20
Total Hours					55.10
Grand Total					1,055.40
Nonchargeable YARTS runs 5 and 9					0.00
Nonchargeable YARTS extras					0.00
YARTS Total					1,055.40

Passengers Left / Wheelchair Usage

Run Date	Route	Total
	Grand Total	0

ACCIDENTS/INCIDENTS

There were no vehicular accidents on any YARTS runs for the month of January 1- 31, 2014.

ROAD CALLS

There were zero (0) road calls for the period of January 1- 31, 2014.

SERVICE DELAYS

There was one (1) service delay during the month of January 1-31, 2014. Total on time service for all corridors was **99.91%**.

01/24/14 Run 4 delayed 17 minutes due to a mechanical issue (1st mechanical).

MISSED RUNS

There were zero (0) missed VIA YARTS trips during the period of January 1-31, 2014.

MAINTENANCE

VIA YARTS Buses are kept maintained regularly. Currently buses are rotated among runs to evenly distribute miles across the fleet. Regular buses are assigned to each route.

CUSTOMER SERVICE

A total of **144** YARTS customer inquiry calls were received in the VIA YARTS offices during the period from January 1-31, 2014. A comprehensive log of incoming calls by type, including calls regarding customer complaints, commendations, and recommendations is maintained and monitored continually.

Count on All Calls

- 98 Calls received on schedule issues and questions for Hwy 140 Corridor.
- 12 Calls received on Mammoth Lake schedule information.
- 2 Calls received on Sonora/Groveland schedule information.
- 5 Calls received on park information (lodging, tours, camping, etc.)
- 27 Miscellaneous calls (lost & found, hang up calls, etc.)
- 0 Calls received as customer complaints.
- 144** Total

CUSTOMER COMPLAINTS AND FOLLOW UP ACTIONS

There were zero (0) customer complaints received during the month of January 1-31, 2014.

Wheel Chair Requests

There were zero (0) wheelchair requests filled for the month of January 1-31, 2014. Additionally in the last month or two there have been regular unannounced wheelchair riders on various YARTS runs. Ten (10) wheelchair buses are available to accommodate YARTS passengers in accordance with ADA guidelines.

Cal-Trans, Traffic & Construction Delays

There were 5-minute to 10 minute delays throughout the month on separate runs due to icy conditions, road work and traffic.



March 5, 2014

Mr. Whittington
Merced County Association of Governments
369 W. 18th Street
Merced, CA 95340

RE: YARTS Monthly Report: February 1-28, 2014

Dear Mr. Whittington,

In accordance with the contract agreement between the Yosemite Area Transportation System Joint Powers Authority (YARTS JPA) and VIA Adventures, Inc. attached please find the monthly summary of operating statistics for February 1-28, 2014. .

Please feel free to contact me directly at 384-1315 should you have questions or need additional information.

Sincerely,

Denise Demery
YARTS Program Manager

RIDERSHIP

From 2/1/2014 to 2/28/2014

A total of 4,814 passengers were carried on the HWY 140 system by VIA. Of these, 580 were Amtrak passengers utilizing the YARTS service.

Ridership - All

Date	DNC	NPS	Other	Total Employees	Adult Paid	Sr/Child Paid	Commuter Paid	Child Free	Amtrak Paid	Total Paid	Total
2/1/2014	0	5	0	5	43	4	15	1	11	73	79
2/2/2014	0	5	1	6	54	5	11	5	12	82	93
2/3/2014	0	48	9	57	64	6	56	2	17	143	202
2/4/2014	1	58	5	64	61	2	63	5	9	135	204
2/5/2014	0	61	0	61	53	3	65	3	7	128	192
2/6/2014	0	44	14	58	71	3	69	2	14	157	217
2/7/2014	0	25	3	28	71	7	32	4	32	142	174
2/8/2014	0	1	4	5	99	1	11	6	36	147	158
2/9/2014	0	7	25	32	117	2	13	0	29	161	193
2/10/2014	3	68	1	72	71	4	53	3	25	153	228
2/11/2014	2	52	12	66	65	3	52	0	8	128	194
2/12/2014	0	47	5	52	78	1	45	0	12	136	188
2/13/2014	0	45	3	48	52	0	54	5	15	121	174
2/14/2014	1	20	0	21	77	7	22	2	15	121	144
2/15/2014	0	6	2	8	106	4	8	1	24	142	151
2/16/2014	0	6	2	8	99	1	5	9	18	123	140
2/17/2014	0	0	8	8	76	6	23	8	26	131	147
2/18/2014	0	63	3	66	69	2	56	2	11	138	206
2/19/2014	3	68	3	74	57	3	70	4	24	154	232
2/20/2014	2	51	1	54	62	23	38	4	20	143	201
2/21/2014	0	26	3	29	77	6	35	3	67	185	217
2/22/2014	3	7	0	10	62	9	5	4	15	91	105
2/23/2014	0	6	3	9	45	6	10	0	31	92	101
2/24/2014	0	39	0	39	69	2	49	0	19	139	178
2/25/2014	1	68	4	73	55	2	41	0	21	119	192
2/26/2014	8	60	7	75	39	3	46	2	27	115	192
2/27/2014	3	44	1	48	52	2	38	19	9	101	168
2/28/2014	0	22	4	26	54	2	29	7	26	111	144
Total	27	952	123	1,102	1,898	119	1,014	101	580	3,611	4,814
Percent	0.56%	19.78%	2.56%	22.89%	39.43%	2.47%	21.06%	2.10%	12.05%	75.01%	100.00%

Ridership Excluding Amtrak

Date	DNC	NPS	Other	Total Employees	Adult Paid	Commuter Paid	Child Free	Sr/Child Paid	Total Paid	Total
2/1/2014	0	5	0	5	43	15	1	4	62	68
2/2/2014	0	5	1	6	54	11	5	5	70	81
2/3/2014	0	48	9	57	64	56	2	6	126	185
2/4/2014	1	58	5	64	61	63	5	2	126	195
2/5/2014	0	61	0	61	53	65	3	3	121	185
2/6/2014	0	44	14	58	71	69	2	3	143	203
2/7/2014	0	25	3	28	71	32	4	7	110	142
2/8/2014	0	1	4	5	99	11	6	1	111	122
2/9/2014	0	7	25	32	117	13	0	2	132	164
2/10/2014	3	68	1	72	71	53	3	4	128	203
2/11/2014	2	52	12	66	65	52	0	3	120	186
2/12/2014	0	47	5	52	78	45	0	1	124	176
2/13/2014	0	45	3	48	52	54	5	0	106	159
2/14/2014	1	20	0	21	77	22	2	7	106	129
2/15/2014	0	6	2	8	106	8	1	4	118	127
2/16/2014	0	6	2	8	99	5	9	1	105	122
2/17/2014	0	0	8	8	76	23	8	6	105	121
2/18/2014	0	63	3	66	69	56	2	2	127	195
2/19/2014	3	68	3	74	57	70	4	3	130	208
2/20/2014	2	51	1	54	62	38	4	23	123	181
2/21/2014	0	26	3	29	77	35	3	6	118	150
2/22/2014	3	7	0	10	62	5	4	9	76	90
2/23/2014	0	6	3	9	45	10	0	6	61	70
2/24/2014	0	39	0	39	69	49	0	2	120	159
2/25/2014	1	68	4	73	55	41	0	2	98	171
2/26/2014	8	60	7	75	39	46	2	3	88	165
2/27/2014	3	44	1	48	52	38	19	2	92	159
2/28/2014	0	22	4	26	54	29	7	2	85	118
Total	27	952	123	1,102	1,898	1,014	101	119	3,031	4,234
Percent	0.64%	22.48%	2.91%	26.03%	44.83%	23.95%	2.39%	2.81%	71.59%	100.00%

Ridership by Pick-up Location

Pick-up Location	Riders	Percentage
Merced Mall/Targ	43	0.89%
Airport	7	0.15%
Merced College	63	1.31%
Downtown (Court	11	0.23%
Amtrak	627	13.02%
Transpo	245	5.09%
Catheys Valley	80	1.66%
MPMidtown	239	4.96%
Roadside Rest	419	8.70%
Mariposa Park &	381	7.91%
KOA	22	0.46%
MidPines	298	6.19%
MPPO	119	2.47%
Bug Hostel	209	4.34%
Cedar Lodge	37	0.77%
NPS Maintenance	337	7.00%
Barium Mine Rd	61	1.27%
El Portal PO	127	2.64%
YV Lodge	102	2.12%
YosVCenter	478	9.93%
Curry Village	255	5.30%
Ahwahnee	124	2.58%
YosLodge	509	10.57%
UC Merced	21	0.44%
Totals	4814	100.00%

LOAD FACTOR ANALYSIS : February 01 - February 28, 2014

Below please find the load factor calculations for the HWY 140 runs operated by VIA for February 01 through February 28, 2014. The load factor analysis is broken down by daily-all routes, weekday, and weekend service.

WITH AMTRAK

Daily - All Runs

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,045	389	37.22%	Inbound 5:28am service from Catheys Valley to Y
02C.5	1,540	501	32.53%	Inbound 5:58am service from Catheys Valley to Y
03	1,540	393	25.52%	Inbound 6:45am service from Merced to YV
04	1,540	420	27.27%	Inbound 10:20am service from Merced to YV
05	1,540	266	17.27%	Inbound 1:20pm service from Merced to YV
06	1,540	465	30.19%	Inbound 4:30pm service from Merced to YV
07	1,045	193	18.47%	Outbound 6:20am service from Midpines to Merce
08	1,540	554	35.97%	Outbound 9:32am service from YV to Merced
09	1,540	794	51.56%	Outbound 3:40pm service from YV to Merced
10	1,540	288	18.70%	Outbound 4:25pm service from YV to Mariposa
11	1,540	307	19.94%	Outbound 4:55pm service from YV to Merced
12	1,540	244	15.84%	Outbound 5:45pm service from YV to Merced
Total	17,490	4,814	27.52%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,045	389	37.22%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,045	378	36.17%	Inbound 5:58am service from Catheys Valley to YV
03	1,045	281	26.89%	Inbound 6:45am service from Merced to YV
04	1,045	224	21.44%	Inbound 10:20am service from Merced to YV
05	1,045	216	20.67%	Inbound 1:20pm service from Merced to YV
06	1,045	389	37.22%	Inbound 4:30pm service from Merced to YV
07	1,045	193	18.47%	Outbound 6:20am service from Midpines to Merced
08	1,045	373	35.69%	Outbound 9:32am service from YV to Merced
09	1,045	595	56.94%	Outbound 3:40pm service from YV to Merced
10	1,045	246	23.54%	Outbound 4:25pm service from YV to Mariposa
11	1,045	210	20.10%	Outbound 4:55pm service from YV to Merced
12	1,045	153	14.64%	Outbound 5:45pm service from YV to Merced
Total	12,540	3,647	29.08%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.5	495	13	2.63%	Inbound 5:58am service from Catheys Valley to YV
02C.5	495	110	22.22%	Inbound 5:58am service from Catheys Valley to YV
03	495	98	19.80%	Inbound 6:45am service from Merced to YV
03	495	14	2.83%	Inbound 6:45am service from Merced to YV
04	495	184	37.17%	Inbound 10:20am service from Merced to YV
04	495	12	2.42%	Inbound 10:20am service from Merced to YV
05	495	44	8.89%	Inbound 1:20pm service from Merced to YV
05	495	6	1.21%	Inbound 1:20pm service from Merced to YV
06	495	10	2.02%	Inbound 4:30pm service from Merced to YV
06	495	66	13.33%	Inbound 4:30pm service from Merced to YV
08	495	28	5.66%	Outbound 9:32am service from YV to Merced
08	495	153	30.91%	Outbound 9:32am service from YV to Merced
09	495	170	34.34%	Outbound 3:40pm service from YV to Merced
09	495	29	5.86%	Outbound 3:40pm service from YV to Merced
10	495	40	8.08%	Outbound 4:25pm service from YV to Mariposa
10	495	2	0.40%	Outbound 4:25pm service from YV to Mariposa
11	495	70	14.14%	Outbound 4:55pm service from YV to Merced
11	495	27	5.45%	Outbound 4:55pm service from YV to Merced
12	495	6	1.21%	Outbound 5:45pm service from YV to Merced
12	495	85	17.17%	Outbound 5:45pm service from YV to Merced
Total	9,900	1,167	11.79%	

WITHOUT AMTRAK

Daily - All Routes

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,045	389	37.22%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,540	501	32.53%	Inbound 5:58am service from Catheys Valley to YV
03	1,540	393	25.52%	Inbound 6:45am service from Merced to YV
04	1,540	245	15.91%	Inbound 10:20am service from Merced to YV
05	1,540	208	13.51%	Inbound 1:20pm service from Merced to YV
06	1,540	392	25.45%	Inbound 4:30pm service from Merced to YV
07	1,045	192	18.37%	Outbound 6:20am service from Midpines to Merced
08	1,540	433	28.12%	Outbound 9:32am service from YV to Merced
09	1,540	655	42.53%	Outbound 3:40pm service from YV to Merced
10	1,540	288	18.70%	Outbound 4:25pm service from YV to Mariposa
11	1,540	305	19.81%	Outbound 4:55pm service from YV to Merced
12	1,540	233	15.13%	Outbound 5:45pm service from YV to Merced
Total	17,490	4,234	24.21%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.5	1,045	389	37.22%	Inbound 5:28am service from Catheys Valley to YV
02C.5	1,045	378	36.17%	Inbound 5:58am service from Catheys Valley to YV
03	1,045	281	26.89%	Inbound 6:45am service from Merced to YV
04	1,045	136	13.01%	Inbound 10:20am service from Merced to YV
05	1,045	166	15.89%	Inbound 1:20pm service from Merced to YV
06	1,045	328	31.39%	Inbound 4:30pm service from Merced to YV
07	1,045	192	18.37%	Outbound 6:20am service from Midpines to Merced
08	1,045	281	26.89%	Outbound 9:32am service from YV to Merced
09	1,045	519	49.67%	Outbound 3:40pm service from YV to Merced
10	1,045	246	23.54%	Outbound 4:25pm service from YV to Mariposa
11	1,045	208	19.90%	Outbound 4:55pm service from YV to Merced
12	1,045	145	13.88%	Outbound 5:45pm service from YV to Merced
Total	12,540	3,269	26.07%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.5	495	13	2.63%	Inbound 5:58am service from Catheys Valley to YV
02C.5	495	110	22.22%	Inbound 5:58am service from Catheys Valley to YV
03	495	98	19.80%	Inbound 6:45am service from Merced to YV
03	495	14	2.83%	Inbound 6:45am service from Merced to YV
04	495	102	20.61%	Inbound 10:20am service from Merced to YV
04	495	7	1.41%	Inbound 10:20am service from Merced to YV
05	495	37	7.47%	Inbound 1:20pm service from Merced to YV
05	495	5	1.01%	Inbound 1:20pm service from Merced to YV
06	495	10	2.02%	Inbound 4:30pm service from Merced to YV
06	495	54	10.91%	Inbound 4:30pm service from Merced to YV
08	495	19	3.84%	Outbound 9:32am service from YV to Merced
08	495	133	26.87%	Outbound 9:32am service from YV to Merced
09	495	117	23.64%	Outbound 3:40pm service from YV to Merced
09	495	19	3.84%	Outbound 3:40pm service from YV to Merced
10	495	40	8.08%	Outbound 4:25pm service from YV to Mariposa
10	495	2	0.40%	Outbound 4:25pm service from YV to Mariposa
11	495	70	14.14%	Outbound 4:55pm service from YV to Merced
11	495	27	5.45%	Outbound 4:55pm service from YV to Merced
12	495	5	1.01%	Outbound 5:45pm service from YV to Merced
12	495	83	16.77%	Outbound 5:45pm service from YV to Merced
Total	9,900	965	9.75%	

PASSENGER FARES BY TYPE

Below please find a breakdown of passenger fares recorded by VIA for HWY 140 runs for 2/1/2014 through 2/28/2014.

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.5	7	229	0	43	11	1	98	0	389
02C.5	2	230	12	113	15	6	123	0	501
03	0	38	12	207	3	40	93	0	393
04	0	1	8	193	11	17	15	175	420
05	0	0	2	157	5	8	36	58	266
06	0	0	16	197	8	6	165	73	465
07	0	0	1	31	0	1	159	1	193
08	0	5	17	348	3	16	44	121	554
09	1	180	15	265	25	8	161	139	794
10	9	146	14	74	1	6	38	0	288
11	6	58	22	140	12	9	58	2	307
12	2	65	4	130	7	1	24	11	244
Total	27	952	123	1,898	101	119	1,014	580	4,814
Percent	0.56%	19.78%	2.56%	39.43%	2.10%	2.47%	21.06%	12.05%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.5	7	229	0	43	11	1	98	0	389
02C.5	0	210	8	49	10	5	96	0	378
03	0	38	9	115	1	25	93	0	281
04	0	1	5	108	4	10	8	88	224
05	0	0	2	124	4	6	30	50	216
06	0	0	12	146	6	3	161	61	389
07	0	0	1	31	0	1	159	1	193
08	0	5	1	230	1	14	30	92	373
09	0	174	13	158	18	4	152	76	595
10	9	140	14	52	1	3	27	0	246
11	6	57	9	73	8	8	47	2	210
12	2	55	4	68	3	1	12	8	153
Total	24	909	78	1,197	67	81	913	378	3,647
Percent	0.66%	24.92%	2.14%	32.82%	1.84%	2.22%	25.03%	10.36%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
02C.5	2	20	4	64	5	1	27	0	123
03	0	0	3	92	2	15	0	0	112
04	0	0	3	85	7	7	7	87	196
05	0	0	0	33	1	2	6	8	50
06	0	0	4	51	2	3	4	12	76
08	0	0	16	118	2	2	14	29	181
09	1	6	2	107	7	4	9	63	199
10	0	6	0	22	0	3	11	0	42
11	0	1	13	67	4	1	11	0	97
12	0	10	0	62	4	0	12	3	91
Total	3	43	45	701	34	38	101	202	1,167
Percent	0.26%	3.68%	3.86%	60.07%	2.91%	3.26%	8.65%	17.31%	100.00%

PASSENGER FARES BY TYPE EXCLUDING AMTRAK

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.5	7	229	0	43	11	1	98	389
02C.5	2	230	12	113	15	6	123	501
03	0	38	12	207	3	40	93	393
04	0	1	8	193	11	17	15	245
05	0	0	2	157	5	8	36	208
06	0	0	16	197	8	6	165	392
07	0	0	1	31	0	1	159	192
08	0	5	17	348	3	16	44	433
09	1	180	15	265	25	8	161	655
10	9	146	14	74	1	6	38	288
11	6	58	22	140	12	9	58	305
12	2	65	4	130	7	1	24	233
Total	27	952	123	1,898	101	119	1,014	4,234
Percent	0.64%	22.48%	2.91%	44.83%	2.39%	2.81%	23.95%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.5	7	229	0	43	11	1	98	389
02C.5	0	210	8	49	10	5	96	378
03	0	38	9	115	1	25	93	281
04	0	1	5	108	4	10	8	136
05	0	0	2	124	4	6	30	166
06	0	0	12	146	6	3	161	328
07	0	0	1	31	0	1	159	192
08	0	5	1	230	1	14	30	281
09	0	174	13	158	18	4	152	519
10	9	140	14	52	1	3	27	246
11	6	57	9	73	8	8	47	208
12	2	55	4	68	3	1	12	145
Total	24	909	78	1,197	67	81	913	3,269
Percent	0.73%	27.81%	2.39%	36.62%	2.05%	2.48%	27.93%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
02C.5	2	20	4	64	5	1	27	123
03	0	0	3	92	2	15	0	112
04	0	0	3	85	7	7	7	109
05	0	0	0	33	1	2	6	42
06	0	0	4	51	2	3	4	64
08	0	0	16	118	2	2	14	152
09	1	6	2	107	7	4	9	136
10	0	6	0	22	0	3	11	42
11	0	1	13	67	4	1	11	97
12	0	10	0	62	4	0	12	88
Total	3	43	45	701	34	38	101	965
Percent	0.31%	4.46%	4.66%	72.64%	3.52%	3.94%	10.47%	100.00%

OPERATING STATISTICS

REVENUE MILES February 01 - February 28 2014

From February 01 through February 28, 2014 VIA HWY 140 operated a total of 25,240 revenue service miles.

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekdays					
	Catheys Valley	01C.5	19	69	1,311
	Catheys Valley	02C.5	19	69	1,311
	Merced	03	19	87	1,653
	Merced	04	19	87	1,653
	Merced	05	19	87	1,653
	Merced	06	19	87	1,653
	Midpines	07	19	51	969
	Yosemite	08	19	87	1,653
	Yosemite	09	19	87	1,653
	Yosemite	10	19	55	1,045
	Yosemite	11	19	87	1,653
	Yosemite	12	19	87	1,653
Total Mileage					17,860

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekends					
	Catheys Valley	02C.5	8	69	552
	Merced	03	8	87	696
	Merced	04	8	87	696
	Merced	05	8	87	696
	Merced	06	8	87	696
	Yosemite	08	8	87	696
	Yosemite	09	8	87	696
	Yosemite	10	8	55	440
	Yosemite	11	8	87	696
	Yosemite	12	8	87	696
Total Mileage					6,560

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Holidays					
	Catheys Valley	02C.5	1	69	69
	Merced	03	1	87	87
	Merced	04	1	87	87
	Merced	05	1	87	87
	Merced	06	1	87	87
	Yosemite	08	1	87	87
	Yosemite	09	1	87	87
	Yosemite	10	1	55	55
	Yosemite	11	1	87	87
	Yosemite	12	1	87	87
Total Mileage					820
Grand Total					25,240
Nonchargeable YARTS runs 5 and 9					0
Nonchargeable YARTS extras					0
YARTS Total					25,240

REVENUE HOURS

From February 01 through February 28, 2014 VIA HWY 140 provided a total of 956.3 vehicle service hours.

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekdays					
	Catheys Valley	01C.5	19	2.30	43.70
	Catheys Valley	02C.5	19	2.30	43.70
	Merced	03	19	3.20	60.80
	Merced	04	19	3.50	66.50
	Merced	05	19	2.80	53.20
	Merced	06	19	3.90	74.10
	Midpines	07	19	2.20	41.80
	Yosemite	08	19	3.80	72.20
	Yosemite	09	19	3.20	60.80
	Yosemite	10	19	2.00	38.00
	Yosemite	11	19	3.20	60.80
	Yosemite	12	19	3.20	60.80
Total Hours					676.40

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekends					
	Catheys Valley	02C.5	8	2.30	18.40
	Merced	03	8	3.20	25.60
	Merced	04	8	3.50	28.00
	Merced	05	8	2.80	22.40
	Merced	06	8	3.90	31.20
	Yosemite	08	8	3.80	30.40
	Yosemite	09	8	3.20	25.60
	Yosemite	10	8	2.00	16.00
	Yosemite	11	8	3.20	25.60
	Yosemite	12	8	3.20	25.60
Total Hours					248.80

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Holidays					
	Catheys Valley	02C.5	1	2.30	2.30
	Merced	03	1	3.20	3.20
	Merced	04	1	3.50	3.50
	Merced	05	1	2.80	2.80
	Merced	06	1	3.90	3.90
	Yosemite	08	1	3.80	3.80
	Yosemite	09	1	3.20	3.20
	Yosemite	10	1	2.00	2.00
	Yosemite	11	1	3.20	3.20
	Yosemite	12	1	3.20	3.20
Total Hours					31.10
Grand Total					956.30
Nonchargeable YARTS runs 5 and 9					0.00
Nonchargeable YARTS extras					0.00
YARTS Total					956.30

Passengers Left / Wheelchair Usage

Wheel Chair

Run Date	Route	Total
2/20/2014	03	1
	Grand Total	1

ACCIDENTS/INCIDENTS

There were no vehicular accidents on any YARTS runs for the month of February 1-28, 2014.

ROAD CALLS

There was one (1) road call for the period of February 1-28, 2014. On 02/08/2014, Run 2 had a mechanical issue in Cathey's Valley. Another bus was dispatched and the run continued after a 45- minute delay in service.

SERVICE DELAYS

There were three (3) service delays during the month of February 1-28, 2014. Total on time service for all corridors was **99.77%**.

02/08/14 Run 2 was delayed 45 minutes due to a mechanical issue (**1st mechanical-see road calls**).

02/20/14 Run 3 was delayed 1 hour due to a mechanical issue (**2nd mechanical**).

02/21/14 Run 7 was delayed 1.5 hours due to an operational issue (**see missed runs**).

MISSED RUNS

There was one (1) missed VIA YARTS trips during the period of February 1-28, 2014.

02/21/14 Run 7 was delayed 1.5 hours to an operational issue.

MAINTENANCE

VIA YARTS Buses are kept maintained regularly. Currently buses are rotated among runs to evenly distribute miles across the fleet. Regular buses are assigned to each route.

CUSTOMER SERVICE

A total of **153** YARTS customer inquiry calls were received in the VIA YARTS offices during the period from February 1-28, 2014. A comprehensive log of incoming calls by type, including calls regarding customer complaints, commendations, and recommendations is maintained and monitored continually.

Count on All Calls

90	Calls received on schedule issues and questions for Hwy 140 Corridor.
24	Calls received on Mammoth Lake schedule information.
6	Calls received on Sonora/Groveland schedule information.
7	Calls received on park information (lodging, tours, camping, etc.)
25	Miscellaneous calls (lost & found, hang up calls, etc.)
1	Calls received as customer complaints.
153	Total

CUSTOMER COMPLAINTS AND FOLLOW UP ACTIONS

There was one (1) customer complaints-received during the month of February 1-28, 2014. On 02/25/2014, a passenger tried to purchase a 3 for 2 pass for Highway 140 YARTS. The driver informed the passenger that he was currently out of those passes and told the passenger that he would have to pay the full fare for one round trip for his travel that day. . The complaint was forward to the Operations Manager for follow-up.

Follow up with the driver showed that he thought the 3 for 2 was a promotional for a short time until they ran out of passes, since Operations had told him the number of passes available for distribution to drivers was limited. However, he misunderstood that when the drivers run out of passes, they need to inform VIA Operations so they can request more passes, but still give people the 3 for 2 discount and use destination passes instead of the multi-use pass for the return or extra trips until drivers' passes can be replenished. VIA also contacted the YARTS transit manager for replacement passes and increased the distribution amount to reduce the chances of drivers running out so quickly, since the passes are very popular. Additionally, all YARTS drivers were updated on the 3 for 2 pass policy and procedures.

Wheel Chair Requests

There was one (1) wheelchair requests filled for the month of February 1-28, 2014. Additionally in the last month or two there have been regular unannounced wheelchair riders on various YARTS runs. Ten (10) wheelchair buses are available to accommodate YARTS passengers in accordance with ADA guidelines.

Cal-Trans, Traffic & Construction Delays

There were 5-minute to 10 minute delays throughout the month on separate runs due to snowy conditions, road work and traffic.

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS RIDERSHIP HISTORY/VISITATION

Ridership

March ridership numbers should be available by the time of your meeting and will be brought to you then.

Ridership in January and February were not consistent as relates to visitor ridership, either regular or Amtrak. January saw a decrease of 12.0 % for visitors, February a 13.6% increase. Amtrak was up a whopping 41.6% in January and down 7.8% in February.

Employee ridership was consistent, unfortunately, with significant decreases for both months; 19.4% and 31.3% respectively. The employee ridership has been headed down since November 2012 with the relocation of some park employees to Mariposa, where they no longer have to ride YARTS to work. There was also the institution of the federal credit card program in November (replacing the previously used vouchers), which prompted some employees to abandon the subsidy program. Those differences appeared to be 80 to 180 boarding's per month, until January when the difference jumped to 308 and February, when the decrease reached 503 boarding's. Staff has calls in to the park to try to identify what is causing the big changes and will report anything learned at your meeting.

Cumulative ridership for the 2013 – 2014 fiscal year: -8.0

- Visitors – 34,551 vs. 36,020 – minus 4.1
- Employees – 11,553 vs. 13,698 – minus 15.7%
- Amtrak – 6487 vs. 8762 - minus 25.96%

The cumulative figures include the effects of the rim fire in August and September and the government shutdown in October. The October differences compared to last year were as follows:

- Visitors – minus 925
- Employees – minus 1050
- Amtrak – minus 347

Run 6

A quick update on something that will bring some good news: With the start of the winter schedule on October 1, 2013 Run 6 was extended from going only to the Bug Resort, as it had traditionally, to continuing on to the park. Ridership from October 1, 2012 to 2/28/2013 was 1131. This year, with the change, the ridership was 2328 for the same period, which represents a 105.8% increase.

Visitation

Information on visitation was not available at the time of this writing. Staff will bring it to the meeting if the details do become available.

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-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11
Visitors & Others	5625	5534	4746	3598	3141	3083	2687	2361	2523	2949	5057	6369
Hwy 120	1598	1688	318	0	0	0	0	0	0	0	0	65
NPS/DNC	2662	2322	1772	1487	1646	1558	1873	1838	1791	1968	2037	2201
TOTAL	9885	9544	6836	5085	4787	4641	4560	4199	4314	4917	7094	8635
% Change previous year	7.95%	9.87%	6.07%	-1.15%	19.59%	5.89%	6.15%	2.07%	-17.02%	-10.96%	4.74%	3.06%
year to date	9885	19429	26265	31350	36137	40778	45338	49537	53851	58768	65862	74497
%	7.95%	8.88%	8.14%	6.51%	8.08%	7.82%	7.65%	7.16%	4.71%	3.19%	3.36%	3.32%
Amtrak	1092	1277	1036	1213	489	753	658	554	610	1164	1363	1228
% Change previous year	-4.38%	12.51%	6.37%	79.44%	-3.36%	0.13%	-35.11%	-15.93%	-37.11%	-9.98%	-9.44%	21.95%
Amtrak YTD	1092	2369	3405	4618	5107	5860	6518	7072	7682	8846	10209	11437
% Change year to date	-4.38%	4.04%	4.74%	17.60%	15.20%	13.02%	5.15%	3.12%	-1.87%	-3.02%	-3.92%	-1.68%
RIDERSHIP TOTAL	10977	10821	7872	6298	5276	5394	5218	4753	4924	6081	8457	9863
RIDERSHIP TOTAL YTD	10977	21798	29670	35968	41244	46638	51856	56609	61533	67614	76071	85934

	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
Visitors & Others	7241	6348	4875	3510	3020	2678	2450	2754	3547	4047	5166	6702
Hwy 120 E.	1626	2092	596	0	0	0	0	0	0	0	0	384
Hwy 120 W.	0	0	0	0	0	0	0	0	0	0	65	1150
NPS/DNC	2234	2060	2012	1715	1949	1606	1930	2003	2089	2263	2136	1956
TOTAL	11101	10500	7483	5225	4969	4284	4380	4757	5636	6310	7367	10192
% Change previous year	12.30%	10.02%	9.46%	2.75%	3.80%	-7.69%	-3.95%	13.29%	30.64%	28.33%	3.85%	18.03%
year to date	11101	21601	29084	34309	39278	43562	47942	52699	58335	64645	72012	82204
%	12.30%	11.18%	10.73%	9.44%	8.69%	6.83%	5.74%	6.38%	8.33%	10.00%	9.34%	10.35%
Amtrak	1167	1290	921	768	631	705	601	974	804	956	1465	2120
% Change previous year	6.87%	1.02%	-11.10%	-36.69%	29.04%	-6.37%	-8.66%	75.81%	31.80%	-17.87%	7.48%	72.64%
Amtrak YTD	1167	2457	3378	4146	4777	5482	6083	7057	7861	8817	10282	12402
% Change year to date	6.87%	3.71%	-0.79%	-10.22%	-6.46%	-6.45%	-6.67%	-0.21%	2.33%	-0.33%	0.72%	8.44%
RIDERSHIP TOTAL	12268	11790	8404	5993	5600	4989	4981	5731	6440	7266	8832	12312
RIDERSHIP TOTAL YTD	12268	24058	32462	38455	44055	49044	54025	59756	66196	73462	82294	94606

	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
Visitors & Others	7223	6637	5036	3541	3142	4065	3618	2758	3595	3612	6128	5870
Hwy 120 E.	2011	2245	436	0	0	0	0	0	0	0	0	381
Hwy 120 W.	1241	875	366	0	0	0	0	0	0	0	336	891
NPS/DNC	2009	2086	1740	1770	1459	1444	1585	1605	1752	1647	1843	1986
TOTAL	12484	11843	7578	5311	4601	5509	5203	4363	5347	5259	8307	9128
% Change previous year	12.46%	12.79%	1.27%	1.65%	-7.41%	28.59%	18.79%	-8.28%	-5.13%	-16.66%	12.76%	-10.44%
year to date	12484	24327	31905	37216	41817	47326	52529	56892	62239	67498	75805	84933
%	12.46%	12.62%	9.70%	8.47%	6.46%	8.64%	9.57%	7.96%	6.69%	4.41%	5.27%	3.32%
Amtrak	2504	2164	907	643	675	653	587	629	799	867	1122	1089
% Change previous year	114.57%	67.75%	-1.52%	-16.28%	6.97%	-7.38%	-2.33%	-35.42%	-0.62%	-9.31%	-23.41%	-48.63%
Amtrak YTD	2504	4668	5575	6218	6893	7546	8133	8762	9561	10428	11550	12639
% Change year to date	114.57%	89.99%	65.04%	49.98%	44.30%	37.65%	33.70%	24.16%	21.63%	18.27%	12.33%	1.91%
RIDERSHIP TOTAL	14988	14007	8485	5954	5276	6162	5790	4992	6146	6126	9429	10217
RIDERSHIP TOTAL YTD	14988	28995	37480	43434	48710	54872	60662	65654	71800	77926	87355	97572

	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Visitors & Others	6689	6617	5127	2626	3364	3803	3184	3132				
Hwy 120 E.	2247	2209	191	0	0	0	0	0	0	0	0	0
Hwy 120 W.	1936	1017	221	0	0	0	0	0	0	0	0	0
NPS/DNC	2111	2004	1711	720	1271	1357	1277	1102				
TOTAL	12983	11847	7250	3346	4635	5160	4461	4234	0	0	0	0
% Change previous year	4.00%	0.03%	-4.33%	-37.00%	0.74%	-6.34%	-14.26%	-2.96%	-100.00%	-100.00%	-100.00%	-100.00%
year to date	12983	24830	32080	35426	40061	45221	49682	53916	53916	53916	53916	53916
%	4.00%	2.07%	0.55%	-4.81%	-4.20%	-4.45%	-5.42%	-5.23%	-13.37%	-20.12%	-28.88%	-36.52%
Amtrak	1117	1380	758	296	560	965	831	580				
% Change previous year	-55.39%	-36.23%	-16.43%	-53.97%	-17.04%	47.78%	41.57%	-7.79%	-100.00%	-100.00%	-100.00%	-100.00%
Amtrak YTD	1117	2497	3255	3551	4111	5076	5907	6487	6487	6487	6487	6487
% Change year to date	-55.39%	-46.51%	-41.61%	-42.89%	-40.36%	-32.73%	-27.37%	-25.96%	-32.15%	-37.79%	-43.84%	-48.67%
RIDERSHIP TOTAL	14100	13227	8008	3642	5195	6125	5292	4814	0	0	0	0
RIDERSHIP TOTAL YTD	14100	27327	35335	38977	44172	50297	55589	60403	60403	60403	60403	60403

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS FINANCIAL REPORT/BUDGET UPDATE

Attached for your review and comment is the financial report through 3/24/2014. While the update is a living document and changing daily, this is an accurate depiction of the financial position of YARTS as of the date of the report.

REQUESTED ACTION

For information and discussion.

Attachment: FY 13/14 Budget Update

FY 13-14 Budget
July 1, 2013 - June 30, 2014

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)

OPERATIONS

EXPENDITURES	12/13 Actual	13/14 Budget	13/14 Actual to 03/24/14	Budget Remaining	13/14 Actual to 12/13 Actual
Service contract	\$ 1,807,761	\$ 1,983,559	\$ 1,043,135	\$ 940,424	\$ (764,626)
Subtotal for Service Contract(s)	\$ 1,807,761	\$ 1,983,559	\$ 1,043,135	\$ 940,424	\$ (764,626)
Management, Accounting, Planning & Service Monitoring, Bank Fees	\$ 182,416	\$ 134,000	\$ 73,911	\$ 60,089	\$ (108,505)
Audit, insurance	\$ 21,206	\$ 27,500	\$ 11,581	\$ 15,919	\$ (9,625)
Park & Ride Maintenance	\$ 3,939	\$ 22,080	\$ 4,628	\$ 17,452	\$ 690
Transpo Station Lease	\$ 3,260	\$ 4,800	\$ 1,533	\$ 3,267	\$ (1,726)
Subtotal	\$ 210,820	\$ 188,380	\$ 91,653	\$ 96,727	\$ (119,167)
Subtotal	\$ 2,018,581	\$ 2,171,939	\$ 1,134,788	\$ 1,037,151	\$ (883,793)
Public Education/Media Relations- Marketing Admin	\$ 46,571	\$ 85,000	\$ 80,576	\$ 4,424	\$ 34,005
Expanded Service Marketing	\$ 9,814	\$ 8,000	\$ 6,817	\$ 1,183	\$ (2,996)
Subtotal for Public Education	\$ 46,571	\$ 93,000	\$ 87,393	\$ 5,607	\$ 31,009
Total Operations Expenditures	\$ 2,065,152	\$ 2,264,939	\$ 1,222,181	\$ 1,042,758	\$ (842,971)

CAPITAL PROGRAM

	12/13 Actual	13/14 Budget	13/14 Actual to 03/24/14	Budget Remaining	13/14 Actual to 12/13 Actual
Bus Purchase	\$ 269,018	\$ 1,164,318	\$ -	\$ 1,164,318	
Fare Box, Cash Box	N/A	\$ 61,896	\$ -	\$ 61,896	
Electronic Fare Boxes	\$ -	N/A	N/A	N/A	
Automatic Chains	\$ -	N/A	N/A	N/A	
Marketing Plan Implementation (Capital)	\$ 9,570	N/A	N/A	N/A	
Total Capital Expenditures	\$ 278,588	\$ 1,226,214	\$ -	\$ 1,226,214	
Total Expenses	\$ 2,343,740	\$ 3,491,153	\$ 1,222,181	\$ 2,268,972	

FY 13-14 Budget
July 1, 2013 - June 30, 2014

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)

REVENUES	12/13 Actual	13/14 Budget	13/14 Actual to 03/24/14	Budget Remaining	13/14 Actual to 12/13 Actual
YARTS Reserve		\$ 73,730			
Mariposa County	\$ 136,360	\$ 136,360	\$ 102,270	\$ (34,090)	\$ -
Mono County	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ -
NPS Contribution	\$ 1,046,051	\$ 754,520	\$ 498,073	\$ (256,447)	\$ (547,978)
Caltrans 5311(f)	\$ 300,000	\$ 300,000	\$ 294,278	\$ (5,722)	\$ (5,722)
Farebox	\$ 404,549	\$ 510,289	\$ 235,024	\$ (275,265)	\$ (169,525)
Bank Revenue (Credit Cards Farebox)	\$ 18,241	\$ 40,000	\$ 43,888	\$ 3,888	\$ 25,647
Amtrak contract	\$ 333,090	\$ 327,040	\$ 223,336	\$ (103,704)	\$ (109,754)
Subtotal	<u>\$2,268,291</u>	<u>\$ 2,171,939</u>	<u>\$ 1,426,868</u>	<u>\$ (671,341)</u>	<u>\$ (807,333)</u>
Merced County-CMAQ	\$ 116,067	\$ 85,000	\$ 65,725	\$ (19,275)	\$ (50,342)
NPS	\$ 9,814	\$ 8,000	\$ 2,541	\$ (5,459)	\$ (7,273)
Subtotal for Public Education	<u>\$ 125,881</u>	<u>\$ 93,000</u>	<u>\$ 68,266</u>	<u>\$ (24,734)</u>	<u>\$ (57,615)</u>
Total Ops Revenues	<u>\$2,394,172</u>	<u>\$ 2,264,939</u>	<u>\$ 1,495,134</u>	<u>\$ (696,075)</u>	<u>\$ (864,948)</u>
5320 Program	N/A	\$ 582,159	\$ -	\$ (582,159)	
CMAQ Bus Purchase	N/A	\$ 281,548	\$ -	\$ (281,548)	
5309 Program	N/A	\$ 240,489	\$ -	\$ (240,489)	
5311(f)	\$ 217,462	\$ 49,517	\$ -	\$ (49,517)	
Local Match	N/A	\$ 12,379	\$ -	\$ (12,379)	
PTMISEA	\$ 32	\$ 60,122	\$ 69,579	\$ 9,457	
Total Capital Revenue	<u>\$ 217,494</u>	<u>\$ 1,226,214</u>	<u>\$ 69,579</u>	<u>\$ (1,156,635)</u>	
Total Revenue	<u>\$2,611,666</u>	<u>\$ 3,491,153</u>	<u>\$ 1,564,713</u>	<u>\$ (1,852,710)</u>	
Total Revenue Less Expenses	<u>\$ 267,926</u>		<u>\$ 342,532</u>		
Available Restricted Reserve	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	
Available Unrestricted Reserve	\$ 347,345		\$ 419,943		

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

MINUTES

January 13, 2014

The regular meeting of the Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority Board held Monday, January 13, 2014, at the Merced County Association of Governments, Front Conference Room, 369 W. 18th Street, Merced CA, and conducted by videoconference at the Sierra Center Mall, Board of Supervisors Conference Room, Third Floor, 452 Old Mammoth Road, Mammoth Lakes, CA was called to order by Commissioner Davis at 1:03 P.M.

MEMBERS PRESENT

Tim Alpers, Mono County Supervisor (via videoconference)
John Carrier, Mariposa County Supervisor
Linn Davis, Merced County Supervisor
Byng Hunt, Mono County Supervisor (via videoconference)
Lee Stetson, Mariposa County Supervisor
Hub Walsh, Merced County Supervisor

MEMBERS ABSENT

None

OTHERS PRESENT

Denise Demery, VIA Adventures
Larry Harris, Merced resident
Kris Kirby, National Park Service, Yosemite
Robin Lamas, YARTS staff
Marty Nielson, Mariposa County Citizen
Candy O'Donel-Browne, AAC member
Steve Smallcombe, Mariposa County Citizen
Danna Stroud, Mammoth Lakes, AAC member (via videoconference)
Dick Whittington, YARTS staff
Dave Wolin, Eastern Madera County Economic Development

1. Introductions

So noted.

2. Public Comment

None.

3. Oral Report – Authority Advisory Committee Chair Report

Danna Stroud gave the report from the Authority Advisory Committee.

4. Recognition of Service to YARTS – Marty Nielson

Commissioner Davis recognized Marty Nielson, National Park Service Yosemite, retired, for his years of service and dedication to the betterment of YARTS. A number of other speakers also expressed appreciation for his work with YARTS.

5. Minutes of the October 21, 2013 YARTS JPA

Commissioner Stetson moved to approve the minutes of the October 21, 2013 YARTS JPA meeting.

Seconded by Commissioner Hunt.

MOTION CARRIED UNANIMOUSLY.

Ayes – Commissioners Walsh, Alpers, Stetson, Hunt, Davis, Carrier

Noes - None

6. Information/Discussion Only

- a. VIA Monthly Service Reports for October 2013 - November 2013
- b. YARTS Ridership History/Visitation
- c. YARTS Financial Report
- d. Minutes of the October 16, 2013 YARTS AAC meeting

So noted.

7. Fiscal Year 2012/2013 Annual Audit

Commissioner Walsh moved to approve and accept the YARTS Audit for Fiscal Year ending June 30, 2013 prepared by Price, Paige & Company.

Seconded by Commissioner Hunt.

MOTION CARRIED UNANIMOUSLY.

Ayes – Commissioners Walsh, Alpers, Stetson, Hunt, Davis, Carrier

Noes - None

8. YARTS Fare Structure Evaluation

Dick Whittington gave a review of the March Board directive to evaluate the current fare structure. Staff is recommending that now is not the time to do a fare structure evaluation due to the federal shutdown and the rim fire which both affected the Park visitation and ridership numbers very negatively.

Staff was looking for direction from the Board on whether or not to proceed at this time with an evaluation.

Commissioner Walsh moved to approve delaying the evaluation of the fare structure until early 2015.

Seconded by Commissioner Stetson.

MOTION CARRIED UNANIMOUSLY.

Ayes – Commissioners Walsh, Alpers, Stetson, Hunt, Davis, Carrier

Noes - None

9. YARTS Authority Advisory Committee Nominations

Commissioner Stetson moved to approve the nomination of Steve Smallcombe to serve on the YARTS Authority Advisory Committee.

Seconded by Commissioner Carrier.

MOTION CARRIED UNANIMOUSLY.

Ayes – Commissioners Walsh, Alpers, Stetson, Hunt, Davos, Carrier

Noes - None

10. Gateway Marketing Efforts in Support of YARTS

Dick Whittington gave a review of the marketing efforts in support of YARTS by the Gateway communities.

Danna Stroud, Chair, YARTS Authority Advisory Committee stated that there was a significant amount of leveraging going on in the Gateways in support of YARTS. Danna also strongly encouraged increasing the marketing budget when the Board discussed the Budget for the 2014/2015 year because those marketing dollars are going a long way in helping YARTS.

11. Transit Service on Hwy 41 – Fresno to Yosemite

Dick Whittington reviewed the needed process and the progress towards transit service on Hwy 41 from Fresno to Yosemite. Dick stated that the Fresno COG Policy Board had approved a Draft Service Plan for the Fresno-Yosemite service and directed their staff to file an application for Congestion Mitigation Air Quality (CMAQ) funds for the proposed demonstration project. The CMAQ application should be approved in March.

Dick stated that he and Marjie Kirn, YARTS Executive Director, will be attending a meeting at the Fresno COG on January 21, 2014 that will discuss the roles, responsibilities and timing of the project.

12. Oral Report – National Park Service

Kris Kirby from the National Park Service gave the Park Service report.

13. Oral Report – Manager’s Report

So noted.

14. Board of Commissioners Remarks

So noted.

**THERE BEING NO FURTHER BUSINESS OF THE YARTS JOINT POWERS
AUTHORITY, THE MEETING WAS ADJOURNED AT 2:40 P.M.**

ITEM 6

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: EXPANSION AND GROWTH OF YARTS SERVICE

Discussions by the AAC in the past, and again more recently in your workshops, have centered on the possibility of expansion of service from Fresno and Tuolumne County to Yosemite. The discussions centered on the ramifications of those changes and whether or not YARTS was prepared for those changes to happen.

At the October 2013 meeting, the AAC voted to focus on six items to work on during the fiscal year. YARTS' growth preparation was on the list.

At your workshop in March, there was discussion about making a recommendation to the YARTS Board to begin preparations for growth. The purpose of this agenda item is to allow for discussion by the AAC that will focus those thoughts into a proposal for submittal to the Board. To be an actionable item by the AAC, it must be on an agenda as one, as this is.

Considerations:

- Funding/member contributions
- Staffing levels needed
- Types of JPA membership – should there be more than one?
- Other

Under other, it has been suggested that there is need for a business plan aimed specifically at the possible expansion. That is worth some discussion and would prompt the question of whether or not we should use a consultant to perform the work in the same way we did for the Short Range Transit Plan (SRTP).

Chapter 6 of the YARTS SRTP deals with “Institutional Options” and includes speaking to some of the issues of the service expanding. It is recommended for review to stimulate portions of the discussion at the meeting.

If the AAC puts together a recommendation to go to the YARTS JPA Board, staff can formalize it and the Chair can present it in oral and written form at the Board meeting on April 14, 2014.

This is not going to be a fast process, but there is potential for good things to come out of it. For the YARTS Board to actually act on a recommendation, the item would have to appear on their agenda as an action item. For that to occur, they will have to direct staff to bring something to them at a future meeting where action can be taken. The next regular Board meeting is yet to be set, but is likely to be in July.

REQUESTED ACTION

Provide staff with direction of the information that the YARTS AAC wishes to direct to the YARTS Joint Powers Authority.

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: MARIPOSA COUNTY ANNUAL CONTRACT FOR SERVICES

Attached for your review and approval is an agreement between YARTS and Mariposa County providing for services and funding for same.

The Agreement is exactly the same as last year except that the dates have been revised to bring them current.

REQUESTED ACTION

Recommend the YARTS Joint Powers Authority approve the Contract for Services between YARTS and the County of Mariposa and authorize the Executive Director to execute the Contract for Services on behalf of YARTS.

Attachment: Contract for Services

CONTRACT FOR SERVICES

This Contract made this _____ day of _____, 2014 between:

COUNTY: Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Yosemite Area Regional Transportation System
369 W. 18th Street
Merced, CA 95340

ARTICLE I. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2014, and shall terminate on June 30, 2015, unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 Contract Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor shall provide public transit services to and from Mariposa County as set forth in the schedule marked Exhibit "A" and attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of One Hundred Thirty-Six Thousand Three Hundred-Sixty Dollars (\$136,360.00). The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[] Total sum to be paid upon completion of services.

or

[X] Incremental payments based on the following schedule:

County shall pay to Contractor for the transit services provided herein, the total sum of One Hundred Thirty-Six Thousand Three Hundred-Sixty Dollars (\$136,360). County shall pay the above sum quarterly, in advance, with the first payment being due on the 1st day of July, 2014, in the amount of Thirty-Four Thousand Ninety Dollars (\$34,090) and payments thereafter being due on the 1st day of October, 2014; 1st of January, 2015; and the 1st day of April, 2015, each in the amount Thirty-Four Thousand Ninety Dollars (\$34,090).

4.02 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not

relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.03** General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.04** Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.05** Workers' Compensation: During the term of this Contract Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.06** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
- 5.07** State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.08 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.09 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor's duties under this Contract.

6.02 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF CONTRACT

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if

it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law .

- 8.03 Partial Invalidity:** If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05 Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

CONTRACTOR:

Yosemite Area Regional Transportation System

COUNTY:

County of Mariposa

By: _____
(signature) (date)

By: _____
Kevin Cann, Chair (date)
Mariposa County Board of Supervisors

(printed name)

APPROVED AS TO FORM:

Social Security or Taxpayer Identification Number: _____

Steven W. Dahlem
County Counsel

HWY 140 Route Map

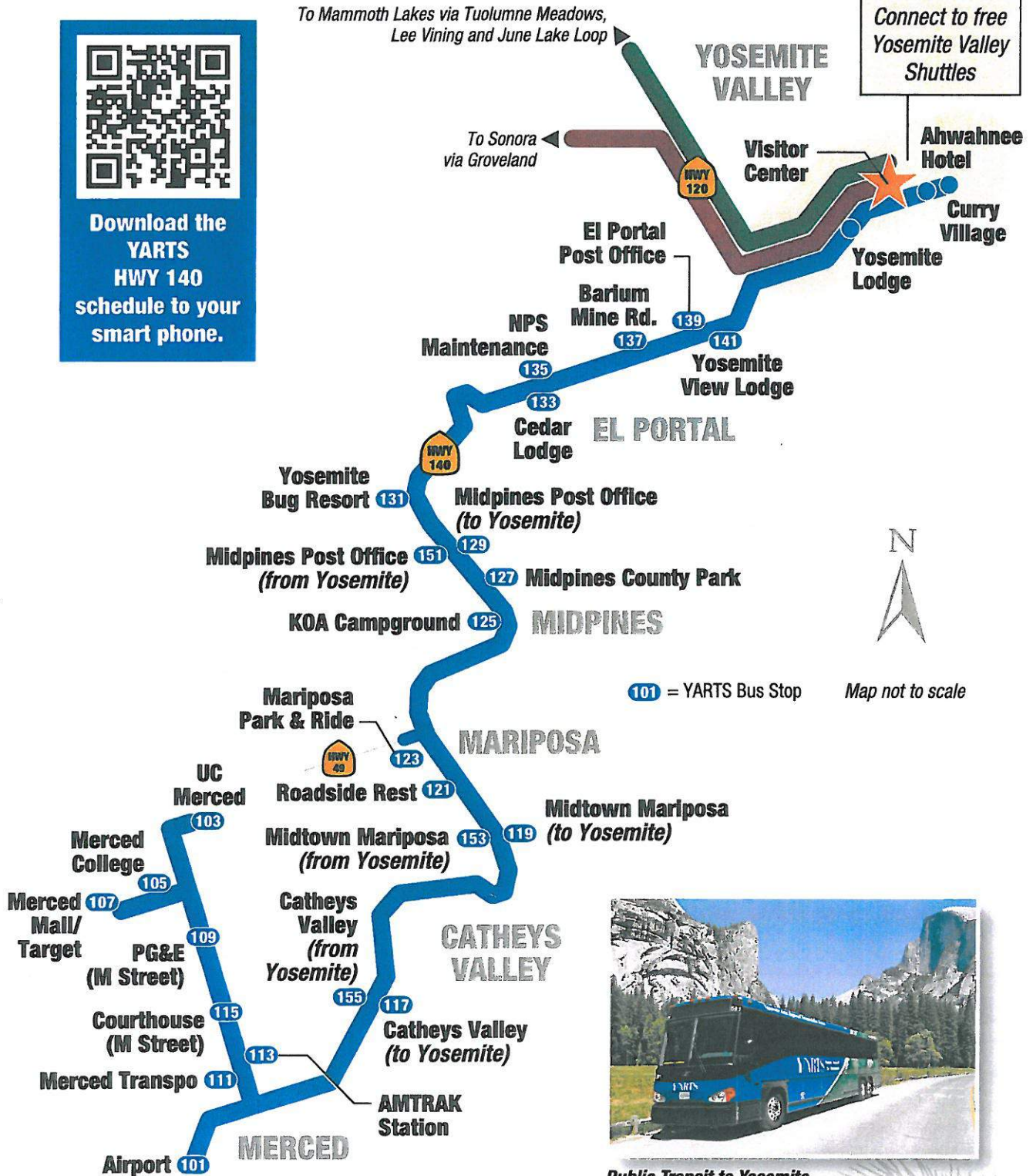


Download the YARTS HWY 140 schedule to your smart phone.

To Mammoth Lakes via Tuolumne Meadows, Lee Vining and June Lake Loop

To Sonora via Groveland

Connect to free Yosemite Valley Shuttles



Public Transit to Yosemite

HWY 140 Ticket Prices

FROM ▼	TO ►	MERCED	CATHEYS VALLEY	MARIPOSA	MIDPINES	EL PORTAL	YOSEMITE VALLEY
MERCED							
Round-trip		—	\$6 (\$4)	\$12 (\$8)	\$12 (\$8)	\$18 (\$13)	\$25 (\$18)
One-way		—	\$3 (\$2)	\$6 (\$4)	\$6 (\$4)	\$9 (\$7)	\$13 (\$9)
CATHEYS VALLEY							
Round-trip		\$6 (\$4)	—	\$6 (\$4)	\$6 (\$4)	\$12 (\$8)	\$18 (\$13)
One-way		\$3 (\$2)	—	\$3 (\$2)	\$3 (\$2)	\$6 (\$4)	\$9 (\$7)
MARIPOSA							
Round-trip		\$12 (\$8)	\$6 (\$4)	—	\$2 (\$2)	\$6 (\$4)	\$12 (\$8)
One-way		\$6 (\$4)	\$3 (\$2)	—	\$1 (\$1)	\$3 (\$2)	\$6 (\$4)
MIDPINES							
Round-trip		\$12 (\$8)	\$6 (\$4)	\$2 (\$2)	—	\$6 (\$4)	\$12 (\$8)
One-way		\$6 (\$4)	\$3 (\$2)	\$1 (\$1)	—	\$3 (\$2)	\$6 (\$4)
EL PORTAL							
Round-trip		\$18 (\$13)	\$12 (\$8)	\$6 (\$4)	\$6 (\$4)	—	\$7 (\$5)
One-way		\$9 (\$7)	\$6 (\$4)	\$3 (\$2)	\$3 (\$2)	—	\$4 (\$3)
YOSEMITE VALLEY							
Round-trip		\$25 (\$18)	\$18 (\$13)	\$12 (\$8)	\$12 (\$8)	\$7 (\$5)	—
One-way		\$13 (\$9)	\$9 (\$7)	\$6 (\$4)	\$6 (\$4)	\$4 (\$3)	—

Fares in *italics* (\$) are for seniors (62+) and children (12 and younger) and persons with disabilities.

Connections

Shuttle Services

In Yosemite National Park (nps.gov)

- Yosemite Valley Shuttle (Free)
- El Capitan Shuttle (Visitor Center – Free)
- Tuolumne Meadows Hikers' Bus
(Reservation required – Fee charged)

Intercity Transit Connections

- YARTS Service to Mammoth Lakes and Sonora.
Connect at Yosemite Valley Visitor Center
(www.yarts.com, 209-388-9589 or 877-989-2787)
- Amtrak – Merced Station (www.amtrak.com)
- Greyhound – Merced TRANPO Station
(www.greyhound.com)
- Great Lakes Airlines – Merced Airport
(www.flymercedairport.com)

Local Transit Connections

- The Bus – Merced
(www.mercedthebus.com, 209-384-3111)
- Mariposa County Transit
(www.mariposacounty.org, 209-966-7433)

Ticket Sales

Buy Tickets on Bus

Cash (US\$) or Visa / MasterCard accepted.

Advance Purchase of Tickets

www.yarts.com Visa or MasterCard accepted.

Three-Days for the Price of Two

Buy a pass for three round trips, for the price of two!
Just tell your driver you want a 3-for-2 pass.

Family Friendly Fares

One child 12 or younger, rides free with each paying adult.
Additional children ride for the discount fare.



Public Transit to Yosemite

209-388-9589 / 877-989-2787

WWW.YARTS.COM

TO MERCED

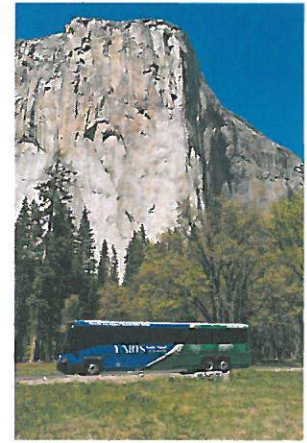
HWY 140 Schedule – May 12 to Sept. 28, 2014

YOSEMITE VALLEY ► MARIPOSA ► MERCED

Area Bus Stop	Run 7 <i>Weekdays</i>	Run 8	Run 8a	Run 9	Run 10 <i>Seven-days-a-week</i>	Run 11	Run 11a	Run 12	Run 14
YOSEMITE VALLEY									
<i>(Connect to free Yosemite Valley Shuttles)</i>									
● Curry Village	—	9:32	3:15	3:40	4:15	4:35	5:15	5:45	8:07
● Ahwahnee Hotel	—	9:37	3:20	3:45	4:20	4:40	5:20	5:50	8:12
★ Visitor Center	—	9:42	3:25	3:50	4:25	4:45	5:25	5:55	8:17
● Yosemite Lodge	—	10:00	3:30	4:00	4:30	5:00	5:30	6:00	8:35
EL PORTAL									
141 Yosemite View Lodge	—	10:25	3:55	4:25	4:55	5:25	5:55	6:25	9:00
139 El Portal P.O.	—	10:28	3:58	4:28	4:58	5:28	5:58	6:28	9:03
137 Barium Mine Rd.	—	10:30	4:00	4:30	5:00	5:30	6:00	6:30	9:05
135 NPS Maintenance	—	10:32	4:02	4:32	5:02	5:32	6:02	6:32	9:07
133 Cedar Lodge	—	10:35	4:05	4:35	5:05	5:35	6:05	6:35	9:10
MARIPOSA/MIDPINES									
131 Yosemite Bug Resort	6:20	11:07	4:37	5:07	5:37	6:07	6:37	7:07	9:42
151 Midpines P.O.	6:23	11:09	4:39	REQ	5:39	6:09	6:39	7:09	9:44
127 Midpines Co. Park	6:24	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ
125 KOA Campground	6:25	11:12	4:42	5:12	5:42	6:12	6:42	7:12	9:47
121 Roadside Rest	6:38	11:25	4:55	5:25	5:55	6:25	6:55	7:25	10:00
123 Mariposa P&R	6:41	11:28	4:58	5:28	5:58	6:28	6:58	7:28	10:03
153 Midtown Mariposa	6:44	11:31	5:01	5:31	6:01	6:31	7:01	7:31	10:06
MERCED/ CATHEYS VALLEY									
155 Catheys Valley	6:57	11:45	—	5:45	6:15	6:45	—	7:45	10:20
113 Merced AMTRAK	REQ	12:17	—	6:17	6:47	7:17	—	8:17	10:52
111 Merced Transpo	7:36	12:27	—	6:27	6:57	7:27	—	8:27	11:02
105 Merced College	7:48	REQ	—	REQ	—	—	—	—	—
107 Merced Mall (Target)	—	REQ	—	REQ	—	—	—	—	—
109 PG&E (M Street)	REQ	REQ	—	REQ	—	—	—	—	—
115 Courthouse (M Street)	7:42	REQ	—	REQ	—	—	—	—	—
103 UC Merced	7:58	—	—	—	—	—	—	—	—
101 Merced Airport	REQ	REQ	—	REQ	REQ	REQ	—	REQ	REQ

SCHEDULE NOTES:

- **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.
- **Run 7** does *not* operate on weekends or holidays (Memorial Day, July 4, Labor Day).
- **Courtesy Drops:** YARTS will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.
- YARTS does not serve **Merced College or UC Merced** on weekends or holidays.



Public Transit to Yosemite

REQ = Request stop. Bus only stops when requested by a passenger on the bus, or when a passenger is visibly waiting at a bus stop.

— = No service to this timepoint. **PM times shown in boldface type.**



TO YOSEMITE VALLEY

HWY 140 Schedule – May 12 to Sept. 28, 2014

MERCED ► MARIPOSA ► YOSEMITE VALLEY

Area Bus Stop	Run 1 <small>Weekdays</small>	Run 2	Run 2a	Run 3	Run 3a <small>Seven-days-a-week</small>	Run 4	Run 5	Run 6
MERCED/ CATHEYS VALLEY								
101 Merced Airport	—	—	—	6:45	—	8:45	10:20	4:30
103 UC Merced	—	—	—	—	—	—	—	5:00
105 Merced College	—	—	—	—	—	—	—	5:10
107 Merced Mall (Target)	—	—	—	—	—	—	—	5:20
109 PG&E (M Street)	—	—	—	—	—	—	—	5:22
111 Merced Transpo	—	—	6:00	7:00	—	9:00	10:45	5:40
113 Merced AMTRAK	—	—	6:10	7:10	—	9:15	11:00	5:30
115 Courthouse (M Street)	—	—	—	—	—	—	—	5:33
117 Catheys Valley	5:28	5:58	6:40	7:40	—	REQ	REQ	6:10
MARIPOSA/MIDPINES								
119 Midtown Mariposa	5:45	6:15	7:00	7:57	9:00	10:02	11:47	6:27
121 Roadside Rest	5:47	6:17	7:02	7:59	9:02	10:04	11:49	6:29
123 Mariposa P&R	5:50	6:20	7:05	8:02	9:05	10:07	11:52	6:32
125 KOA Campground	REQ	REQ	7:18	8:15	9:18	10:20	12:05	6:45
127 Midpines Co. Park	6:04	6:34	REQ	REQ	REQ	REQ	—	REQ
129 Midpines P.O.	6:06	6:36	7:21	8:18	9:21	10:23	REQ	6:48
131 Yosemite Bug Resort	REQ	REQ	7:25	8:22	9:25	10:27	12:10	6:52
EL PORTAL								
133 Cedar Lodge	6:36	7:06	7:54	8:51	9:54	10:56	12:39	7:21
135 NPS Maintenance	6:41	7:11	7:58	8:55	9:58	11:00	—	7:25
137 Barium Mine Rd.	6:44	7:14	8:01	8:58	10:01	11:03	—	7:28
139 El Portal P.O.	6:47	7:17	8:04	9:01	10:04	11:06	—	7:31
141 Yosemite View Lodge	6:51	7:21	8:07	9:04	10:07	11:09	12:45	7:34
YOSEMITE VALLEY <i>(Connect to free Yosemite Valley Shuttles)</i>								
● Curry Village	7:32	8:02	8:40	9:37	10:40	11:42	REQ	8:07
● Ahwahnee Hotel	7:37	8:07	8:45	9:42	10:45	11:47	REQ	8:12
★ Visitor Center	7:27	7:57	8:50	9:47	10:50	11:52	REQ	8:17
● Yosemite Lodge	7:42	8:12	8:55	9:52	10:55	11:57	1:25	8:22

SCHEDULE NOTES:

- **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.
- **Run 1** does *not* operate on weekends or holidays (Memorial Day, July 4, Labor Day).
- **Courtesy Drops:** YARTS will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.
- YARTS does not serve **Merced College or UC Merced** on weekends or holidays.



Public Transit to Yosemite

REQ = Request stop. Bus only stops when requested by a passenger on the bus, or when a passenger is visibly waiting at a bus stop.

— = No service to this timepoint. **PM times shown in boldface type.**

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

**RE: NATIONAL PARK SERVICE COOPERATIVE AGREEMENT -
MODIFICATION**

A modification to the Cooperative Agreement between YARTS and the National Park Service (NPS) is working its way through the necessary steps within the NPS. The Cooperative Agreement is a five-year agreement, reliant on annual funding, and is modified annually and when changes occur.

Attached is a draft copy of the 2014 version of the cooperative agreement for your review. It provides the details we will expect to see coming from the NPS Regional Office. It is a kind of history of the Cooperative Agreement over the life of the document and lists changes to present. While it is possible that it will arrive altered from the draft, it is considered unlikely at this time that changes will occur.

The primary Cooperative Agreement provides for \$300,000 annually over life of the Agreement. That condition remains unchanged. It also will provide funding for another season of the enhanced transit service that the park has contracted with YARTS to provide for the past two years. It also includes funding to compensate YARTS for staff time and marketing done on behalf of the project.

The total amount of the funding authorized by the Cooperative Agreement is \$781,000 for all uses.

The final version of the Cooperative Agreement will not be available by the time of your April meeting. Staff is seeking authority for the Executive Director to sign the agreement when it does become available, so long as the final document does not substantially vary from the draft that the Board has reviewed.

REQUESTED ACTION

Recommend the YARTS Joint Powers Authority approve the 2014 modification to the Cooperative Agreement and authorize the Executive Director to execute the final version of the Agreement if it does not substantially vary from the draft.

Attachment: Draft Cooperative Agreement Modification

GENERAL:

This Cooperative Agreement is amended to provide financial assistance in the total amount of \$781,000 for YARTS to provide continued and extended alternative transportation service in and around Yosemite National Park in 2014, to amend the YARTS fiscal year dates to match the federal fiscal year and to the key officials.

MODIFICATION:

1. **ARTICLE III.A. – STATEMENT OF WORK** is modified to add at the end the following:

13. Increase service from Merced to Yosemite Valley and from Mariposa to Yosemite between May 12, 2014 and September 28, 2014, with the total number of service hours totaling 1400.

14. Provide service from Tuolumne County destinations to Yosemite Valley between May 17, 2014 and September 28, 2014, with the total number of service hours totaling 1342.

15. Increase service from Mono County destinations between July 1, 2014 and August 31, 2014, with the total number of service hours totaling 496.

2. **ARTICLE V – KEY OFFICIALS** is modified to

1. b) Chief, Business and Revenue Management Division

Kris Kirby

Yosemite National Park

P.O.Box 577

Yosemite National Park, California 95389

Telephone: 209/372-0333

Fax: 209/372-0386

E-mail: kris_kirby@nps.gov

2. b) YARTS Authority

Executive Director

Marjie Kirn

369 West 18th St

Merced, CA 95340

Telephone: 209/723-3153

Fax: 209/723-0322

Email: marjie.kirn@mcagov.org

2. ARTICLE VI.A. – AWARD AND PAYMENT is modified to read as:

A. The NPS will provide financial assistance to the Authority to YARTS for activities pursuant to this Cooperative Agreement as follows:

YARTS Fiscal Year	Federal Fiscal Year	Amount
2010 (July 1, 2010 – June 30, 2011)	2010 (October 1, 2009 – September 30, 2010)	\$300,000
2011 (July 1, 2011 – June 30, 2012)	2011 (October 1, 2010 – September 30, 2011)	\$300,000
2012 (July 1, 2012 – June 30, 2013)	2012 (October 1, 2011 – September 30, 2012)	\$300,000
2013 (July 1, 2013-June 30, 2014)	2013 (October 1, 2013-September 30, 2014)	\$300,000
2014 (July 1, 2013-June 30, 2014)	2014 (October 1, 2013- September 30, 2014)	\$300,000 (new)
Extended bus service, marketing materials, supplies, and printing for runs from El Portal to Yosemite Valley beginning May 16 th to August 5 th and Mariposa to Yosemite Valley beginning August 6 th to September 9 th , 2011		\$102,220
2012 Extended bus service, marketing materials, supplies, material and staff time		\$16,000
2012, Hwy 140 in the amount of \$203,000.00, two runs seven days a week one from Merced to Yosemite Valley and one from Mariposa to Yosemite Valley from May 14, 2012 through September 30, 2012		\$203,000
2012, Hwy 120 West from Sonora to Yosemite Valley in the amount of \$171,600.00, one run seven days a week and two additional runs on weekends and holidays beginning on May 14, 2012 through September 30, 2012, and		\$171,600

2012, Hwy 120 East in the amount of \$71,920.00, three additional runs seven days a week one from Mammoth Lakes to Tuolumne Meadows and two from Lee Vining to Tuolumne Meadows from July 1, 2012 through August 30, 2012	\$71,920.00
Increase service from Merced to Yosemite Valley and from Mariposa to Yosemite between May 13, 2013 and September 30, 2013, with the total number of service hours totaling 1400.	\$203,000
Provide service from Tuolumne County destinations to Yosemite Valley between May 13, 2013 and September 30, 2013, with the total number of service hours totaling 1183.	\$171,600
Increase service from Mono County destinations between July 1, 2013 and August 31, 2013, with the total number of service hours totaling 496.	\$71,920
Marketing and Management	\$16,000
Increase service from Merced to Yosemite Valley and from Mariposa to Yosemite between May 12, 2014 and September 28, 2014, with the total number of service hours totaling 1400.	\$203,000 (new)
Provide service from Tuolumne County destinations to Yosemite Valley between May 17, 2014 and September 28, 2014, with the total number of service hours totaling 1342.	\$194,590 (new)
Increase service from Mono County destinations between July 1, 2014 and August 31, 2014, with the total number of service hours totaling 496.	\$71,920 (new)
Marketing and Management	\$11,490 (new)
TOTAL	\$3,008,260

3. ARTICLE XIII – ATTACHMENTS is modified to add at the end of the following:

10. Expanded service breakdown – Amendment 006

4. All other terms and conditions remain unchanged.

FOR YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY (YARTS)

Cooperative Agreement FY 2014

Amendment 06

Yosemite Area Regional Transportation System (YARTS)

Expanded Service Package – Yosemite National Park Region
By Service Corridor

Hwy 140 – Merced and Mariposa Co. destination to Yosemite Valley

May 12 through September 28, 2014 – 140 total days of operation

Two round trips per day: one Merced to Yosemite, one Mariposa to Yosemite Valley

Ten hours of service daily @\$145 per service hour = \$1450.00 X 140 billable days

\$203,000

Hwy 120 East – Mono County destination to Tuolumne Meadows

July 1 through August 30, 2014 – 62 days of operation

Daily, two round trips from Mammoth Lakes to Tuolumne Meadows

8 hours per service daily @ \$145 per hour = \$1160 X 62 days

\$ 71,920

Hwy 120 N. – Tuolumne County destinations to Yosemite Valley

May 17 through September 28, 2014 – 135 days of operation

Daily, one round trip between Sonora and Yosemite Valley

June 14 through September 1, 2014, - 80 days of operation

A second bus daily between Sonora and Yosemite Valley

Plus 5 days round trip service from Sonora to Yosemite Valley, when demand exceeds capacity

6.1 hours of service daily @\$145 per hour = \$884.50 X 220 days

\$194,590

Outreach, Marketing and Management

Advertising and outreach, staff time for outreach and marketing oversight \$ 11,490

Expanded Service Total \$481,000

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: AMTRAK THRUWAY BUS SERVICE CONTRACT

YARTS provides Thruway bus services to Amtrak under a contract that was initiated in 2007 and amended periodically since. The most recent amendment expired this spring.

There was a stated desire by Amtrak to do a three-year contract extension, but there was not sufficient time for the process to take place prior to the April 14, 2014 YARTS Board meeting. YARTS staff worked with Amtrak to extend the existing contract through June 30, 2014 to provide time for the new contract to be prepared and the YARTS Executive Director sign the extension, a copy of which is attached.

There is flux and uncertainty in the specifics of the current situation of Amtrak service in the San Joaquin Valley. The counties in the valley have created the San Joaquin Joint Powers Authority (SJJPA) and are moving forward with assuming the management of the rail service on that corridor. Management of that service previously was handled by Caltrans Rail, who contracted with Amtrak for services, including the Thruway bus service. A more complete description of the SJJPA and the goals of the organization are attached.

The proposed new three-year contract extension is anticipated to be identical to the existing contract for the first year and then negotiable for the 2nd and 3rd years. That structure of the agreement is anticipated to allow the SJJPA to complete the transition of management of the system.

The current contracted amounts provide for \$896 per day, 365 days per year. If extra runs are needed for larger groups, Amtrak additionally reimburses YARTS at the rate of \$810 per bus trip. It is also possible for Amtrak customers to travel to Mono County destinations serviced by YARTS, using the Thruway service, and YARTS receives all of the fares collected for that service between Yosemite Valley and Mono County. Staff believes that the current contract is a good deal for YARTS and Amtrak says that it still works for them.

Because the Board will not meet prior to the end of the fiscal year when the current contract is to expire, staff is asking for permission to have the Executive Director execute the contract extension, when it becomes available, so long as the terms and conditions remain essentially the same as the current contract.

Attached is a copy of a letter confirming the offer from Amtrak as presented above. Note that the intention is for the extension contract to be completed in May of 2014.

REQUESTED ACTION

Recommend the YARTS Joint Powers Authority approve the YARTS Executive Director to execute a three-year contract extension with Amtrak for the provision of Amtrak Thruway service from Merced to Yosemite and other destinations that are served by YARTS providing that the terms and conditions of the new contract carry forward those of the existing agreement for the first year.

Attachments: Copy of the contract extension through June 30, 2014
Letter from Amtrak confirming offer
Description of the SJJPA

AMENDMENT OF SERVICES CONTRACT
Between
NATIONAL RAILROAD PASSENGER CORPORATION
And
Yosemite Area Regional Transportation System

This Amendment is entered into as of the **5th day of March 2014** by and between Yosemite Area Regional Transportation System (YARTS), a joint powers authority of the State of California, with its principal office located at 369 West 18th Street, Merced, CA 95340 ("Contractor") and the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, DC 20002 ("Amtrak") (collectively referred to herein as "the Parties").

WHEREAS, the Parties entered into Contract No. **S 250 75379**, dated **June 1, 2007**, (the "Contract") pursuant to which Contractor agreed to provide **Dedicated Thruway Bus Service – Route 15**; and

WHEREAS, the Parties now desire to amend the Contract as set forth below.

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

The Contract is amended as follows:

1. **Term and Termination –**

Delete: "The initial term of this Contract is June 1, 2007 through October 28, 2007, and shall be renewable through October 24, 2010, as may be mutually agreed upon in writing by the CONTRACTOR and AMTRAK."

Add: "The initial term of this Contract is June 1, 2007 through October 28, 2007, and shall be renewable through June 30, 2014, as may be mutually agreed upon in writing by the CONTRACTOR and AMTRAK."

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date written above.

Yosemite Area Regional Transportation System

By: W. Marguerite Kirn

Print Name: Marjorie Kirn

Title: Executive Director

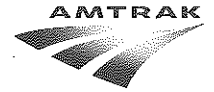
Date: 3-5-14

NATIONAL RAILROAD PASSENGER CORPORATION

By: Angela Mathews
Angela Mathews

Title: Senior Contracting Agent

Date: 3/11/14



March 20, 2014

Mr. Dick Whittington
YARTS Transit Manager
369 W. 18th Street
Merced, CA 95340
dick.whittington@yarts.com

Dear Mr. Whittington:

This letter will confirm Amtrak's offer to YARTS for an extension of the Amtrak contract and Purchase Order for access and carriage of any Amtrak passengers with valid ticket documents on YARTS schedules.

First, a mutually agreed upon extension of Contract 2500039562 has been fully executed until June 30, 2014 which is the end of your fiscal year.

Secondly, Amtrak offers YARTS a three (3) year extension for three (3) one-year periods. The first year (July 1, 2014 through June 30, 2015) would continue at the current daily rate of \$896.00, and \$810.00 for an extra section as required for group travel. The second year (July 1, 2015 through June 30, 2016) and the third year (July 1, 2016 through June 30, 2017) would be at a rate negotiated and mutually agreed upon by all parties. All present terms and conditions would continue to be in full force and effect.

Lastly, if this is agreeable to YARTS, please indicate your concurrence and provide Amtrak the name and contact information of the employee responsible for exercising the extension of the contract. We expect to complete the fully executed Purchase Order in May 2014.

If you have any questions or concerns, please do not hesitate to contact me @ 215.349.2377.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Mathews", with a long horizontal line extending to the right.

Angela Mathews, Sr. Contracting Agent

SAN JOAQUIN JOINT POWERS AUTHORITY

[About](#) > San Joaquin Joint Powers Authority

UPCOMING MEETINGS & EVENTS

Date: March 28, 2014

Time: 10:00 AM

Location: Madera County Board of Supervisors, Board Room

[\(200 W. 4th Street #4, Madera, CA\)](#)

[March 2014 Agenda](#)

— Management of passenger rail service between Bakersfield-Fresno-Modesto-Stockton-Sacramento-Oakland

[SJJPA Board Calendar for 2014](#)

[Draft Business Plan](#)

ABOUT

To protect the existing San Joaquin Rail Service and to promote its improvement, in 2012, local and regional agencies throughout most of the San Joaquin Corridor (Bakersfield-Fresno-Modesto-Stockton-Sacramento-Oakland) sponsored and supported Assembly Bill 1779 (AB 1779). This bill enabled regional government agencies to form the San Joaquin Joint Powers Authority (SJJPA) to take over the administration and management of the existing San Joaquin Rail Service from the state. AB 1779 was passed by the Legislature on August 30, 2012 with bi-partisan support, and was signed by Governor Brown on September 29, 2012. The first SJJPA Board meeting was held on March 22, 2013 in Merced.

AB 1779 defines the composition of the SJJPA, and extends the time for executing an

interagency transfer agreement with the Department of Transportation to June 30, 2015. The earliest the governance/management of the San Joaquin Rail Service can be transferred to the SJJPA is June 30, 2014, and AB 1779 requires that the transfer must result in administrative or operating cost reductions. AB 1779 requires the SJJPA to protect the existing San Joaquin Rail Service and facilities and seek to expand service as warranted by ridership and available revenue. Increases in the San Joaquin Rail Service and ridership will result in more jobs, improved air quality, and will help promote sustainable development in the San Joaquin Corridor. Under the provisions of AB 1779, the state will continue to provide the funding necessary for service operations, administration and marketing. Furthermore, Caltrans Division of Rail will remain responsible for the development of the Statewide Rail Plan and the coordination and integration between the three state-supported intercity passenger rail services. AB 1779 was sponsored by the San Joaquin Regional Rail Commission (SJRRRC), Sacramento Regional Transit, the Central Valley Rail Working Group, and the San Joaquin Valley Regional Policy Council.

In addition to more cost effective administration and operations, there will be many benefits to regional governance of San Joaquin Rail Service. Train riders and San Joaquin Valley residents will have a stronger voice in deciding what happens with the service since local decision-making is more responsive and adaptive to passenger issues. The SJJPA, which is made up of elected officials throughout the San Joaquin Corridor, will be a strong voice in advocating for service improvements and expansions – particularly in Washington D.C. and in Sacramento. The SJJPA will take advantage of joint marketing and partnerships with local agencies throughout the San Joaquin Valley. Since the SJJPA's board members are part of the communities in the San Joaquin Corridor, it will also be better able to engage local communities throughout the corridor to use and support the San Joaquin Rail Service.

The ten Member Agencies that make up the SJJPA are: Alameda County, Contra Costa Transportation Authority, Fresno Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, Sacramento Regional Transit, San Joaquin Regional Rail Commission, Stanislaus Council of Governments and Tulare County Association of Governments. The SJRRRC was selected by the SJJPA Board to be the Managing Agency at the July 26, 2013 SJJPA Board Meeting in Fresno. As Managing Agency of the SJJPA, the SJRRRC will provide

all necessary administrative support for the SJJPA. The SJPPA along with its supporters and sponsors are working with other partner agencies to advocate for conventional intercity rail service improvements throughout California.

ADDITIONAL SJJPA DOCUMENTS

[SJJPA Fact Sheet](#)

[Draft Business Plan](#)

ADDITIONAL PAGES

[SJJPA Board Members](#)

[Previous SJJPA Board Meetings](#)

[Archived Documents](#)

Please contact [Dan Leavitt](#) with any questions.

949 East Channel Street
Stockton, CA 95202
1-800-411-RAIL

Website design by PMC

MEMORANDUM

DATE: APRIL 2, 2014
TO: YARTS AUTHORITY ADVISORY COMMITTEE
FROM: DICK WHITTINGTON, TRANSIT MANAGER
RE: YARTS 2014 SUMMER SCHEDULES

Attached for your review and comment are the three schedules that are proposed for summer of 2014. The schedules are very little changed from 2013 with a couple of exceptions.

On the Hwy 140 schedule, the departure times for Run 11 from the park have been altered slightly to put more separation between the buses that are moving through the bus stop at the Valley Visitor Center in Yosemite Valley. When all three service corridors are operating, the buses at the Visitor Center are now scheduled 4:35, 4:45, 5:00, 5:25, and 5:35, so there is a minimum 10-minute separation between the buses. It is hoped that the separation will reduce the potential for confusion for riders.

The Mono County schedule is unchanged.

The schedule between Tuolumne County and Yosemite has been changed more substantially. The park made available a small increase in funding for this service, which allowed a change in the number of days when two runs could operate. The morning start times were changed from 6:40 and 7:40 AM to 7:40 and 8:40 AM to reflect where Tuolumne County officials believe there is greater ridership potential based on last years' experience.

Lastly, all schedules indicate the end of the summer schedule as September 28 rather than September 30. That change was made to be able to start the Hwy 140 winter schedule on a Monday and terminate the other summer schedules following a Sunday.

REQUESTED ACTION

For information and discussion only.

Attachments: Hwy 140 summer 2014 schedule (Merced – Mariposa)
Hwy 120 east summer 2014 schedule (Mono County)
Hwy 120 west summer 2014 schedule (Tuolumne County)

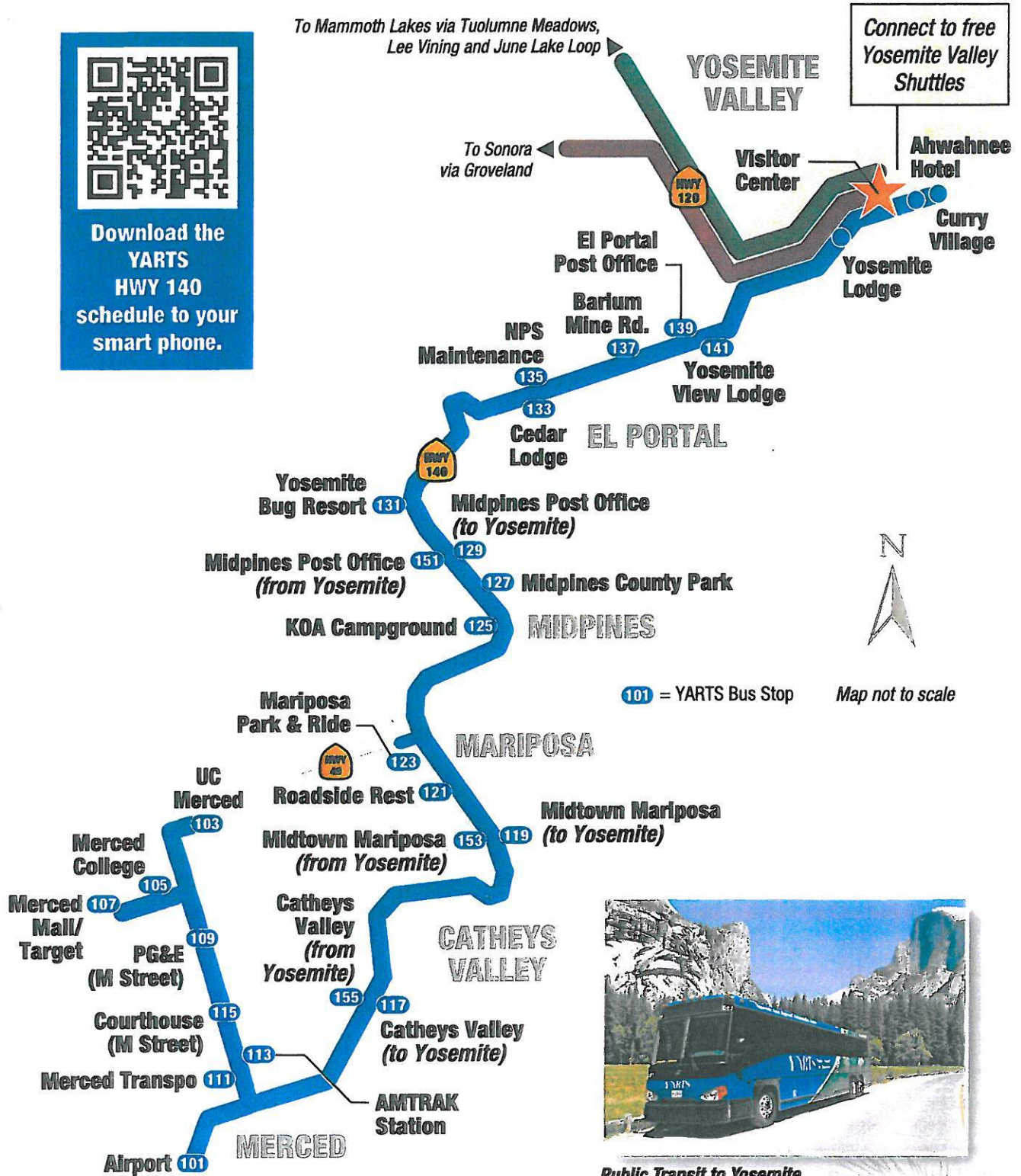
HWY 140 Route Map



Download the
YARTS
HWY 140
schedule to your
smart phone.

To Mammoth Lakes via Tuolumne Meadows,
Lee Vining and June Lake Loop

Connect to free
Yosemite Valley
Shuttles



Public Transit to Yosemite

HWY 140 Ticket Prices

FROM ▼	TO ►	MERCED	CATHEYS VALLEY	MARIPOSA	MIDPINES	EL PORTAL	YOSEMITE VALLEY
MERCED							
	Round-trip	—	\$6 (<i>\$4</i>)	\$12 (<i>\$8</i>)	\$12 (<i>\$8</i>)	\$18 (<i>\$13</i>)	\$25 (<i>\$18</i>)
	One-way	—	\$3 (<i>\$2</i>)	\$6 (<i>\$4</i>)	\$6 (<i>\$4</i>)	\$9 (<i>\$7</i>)	\$13 (<i>\$9</i>)
CATHEYS VALLEY							
	Round-trip	\$6 (<i>\$4</i>)	—	\$6 (<i>\$4</i>)	\$6 (<i>\$4</i>)	\$12 (<i>\$8</i>)	\$18 (<i>\$13</i>)
	One-way	\$3 (<i>\$2</i>)	—	\$3 (<i>\$2</i>)	\$3 (<i>\$2</i>)	\$6 (<i>\$4</i>)	\$9 (<i>\$7</i>)
MARIPOSA							
	Round-trip	\$12 (<i>\$8</i>)	\$6 (<i>\$4</i>)	—	\$2 (<i>\$2</i>)	\$6 (<i>\$4</i>)	\$12 (<i>\$8</i>)
	One-way	\$6 (<i>\$4</i>)	\$3 (<i>\$2</i>)	—	\$1 (<i>\$1</i>)	\$3 (<i>\$2</i>)	\$6 (<i>\$4</i>)
MIDPINES							
	Round-trip	\$12 (<i>\$8</i>)	\$6 (<i>\$4</i>)	\$2 (<i>\$2</i>)	—	\$6 (<i>\$4</i>)	\$12 (<i>\$8</i>)
	One-way	\$6 (<i>\$4</i>)	\$3 (<i>\$2</i>)	\$1 (<i>\$1</i>)	—	\$3 (<i>\$2</i>)	\$6 (<i>\$4</i>)
EL PORTAL							
	Round-trip	\$18 (<i>\$13</i>)	\$12 (<i>\$8</i>)	\$6 (<i>\$4</i>)	\$6 (<i>\$4</i>)	—	\$7 (<i>\$5</i>)
	One-way	\$9 (<i>\$7</i>)	\$6 (<i>\$4</i>)	\$3 (<i>\$2</i>)	\$3 (<i>\$2</i>)	—	\$4 (<i>\$3</i>)
YOSEMITE VALLEY							
	Round-trip	\$25 (<i>\$18</i>)	\$18 (<i>\$13</i>)	\$12 (<i>\$8</i>)	\$12 (<i>\$8</i>)	\$7 (<i>\$5</i>)	—
	One-way	\$13 (<i>\$9</i>)	\$9 (<i>\$7</i>)	\$6 (<i>\$4</i>)	\$6 (<i>\$4</i>)	\$4 (<i>\$3</i>)	—

Fares in *italics* (\$) are for seniors (62+) and children (12 and younger) and persons with disabilities.

Connections

Shuttle Services

In Yosemite National Park (nps.gov)

- Yosemite Valley Shuttle (Free)
- El Capitan Shuttle (Visitor Center – Free)
- Tuolumne Meadows Hikers' Bus
(Reservation required – Fee charged)

Intercity Transit Connections

- YARTS Service to Mammoth Lakes and Sonora.
Connect at Yosemite Valley Visitor Center
(www.yarts.com, 209-388-9589 or 877-989-2787)
- Amtrak – Merced Station (www.amtrak.com)
- Greyhound – Merced TRANPO Station
(www.greyhound.com)
- Great Lakes Airlines – Merced Airport
(www.flymercedairport.com)

Local Transit Connections

- The Bus – Merced
(www.mercedthebus.com, 209-384-3111)
- Mariposa County Transit
(www.mariposacounty.org, 209-966-7433)

Ticket Sales

Buy Tickets on Bus

Cash (US\$) or Visa / MasterCard accepted.

Advance Purchase of Tickets

www.yarts.comVisa or MasterCard accepted.

Three-Days for the Price of Two

Buy a pass for three round trips, for the price of two!
Just tell your driver you want a 3-for-2 pass.

Family Friendly Fares

One child 12 or younger, rides free with each paying adult.
Additional children ride for the discount fare.



Public Transit to Yosemite

209-388-9589 / 877-989-2787
WWW.YARTS.COM

TO MERCED

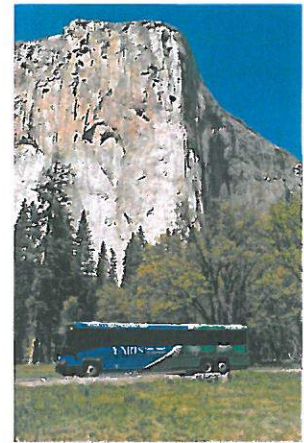
HWY 140 Schedule – May 12 to Sept. 28, 2014

YOSEMITE VALLEY ► MARIPOSA ► MERCED

Area Bus Stop	Run 7 <i>Weekdays</i>	Run 8	Run 8a	Run 9	Run 10	Run 11	Run 11a	Run 12	Run 14
		<i>Seven-days-a-week</i>							
YOSEMITE VALLEY									
<i>(Connect to free Yosemite Valley Shuttles)</i>									
● Curry Village	—	9:32	3:15	3:40	4:15	4:35	5:15	5:45	8:07
● Ahwahnee Hotel	—	9:37	3:20	3:45	4:20	4:40	5:20	5:50	8:12
★ Visitor Center	—	9:42	3:25	3:50	4:25	4:45	5:25	5:55	8:17
● Yosemite Lodge	—	10:00	3:30	4:00	4:30	5:00	5:30	6:00	8:35
EL PORTAL									
141 Yosemite View Lodge	—	10:25	3:55	4:25	4:55	5:25	5:55	6:25	9:00
139 El Portal P.O.	—	10:28	3:58	4:28	4:58	5:28	5:58	6:28	9:03
137 Barium Mine Rd.	—	10:30	4:00	4:30	5:00	5:30	6:00	6:30	9:05
135 NPS Maintenance	—	10:32	4:02	4:32	5:02	5:32	6:02	6:32	9:07
133 Cedar Lodge	—	10:35	4:05	4:35	5:05	5:35	6:05	6:35	9:10
MARIPOSA/MIDPINES									
131 Yosemite Bug Resort	6:20	11:07	4:37	5:07	5:37	6:07	6:37	7:07	9:42
151 Midpines P.O.	6:23	11:09	4:39	REQ	5:39	6:09	6:39	7:09	9:44
127 Midpines Co. Park	6:24	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ
125 KOA Campground	6:25	11:12	4:42	5:12	5:42	6:12	6:42	7:12	9:47
121 Roadside Rest	6:38	11:25	4:55	5:25	5:55	6:25	6:55	7:25	10:00
123 Mariposa P&R	6:41	11:28	4:58	5:28	5:58	6:28	6:58	7:28	10:03
153 Midtown Mariposa	6:44	11:31	5:01	5:31	6:01	6:31	7:01	7:31	10:06
MERCED/ CATHEYS VALLEY									
155 Catheys Valley	6:57	11:45	—	5:45	6:15	6:45	—	7:45	10:20
113 Merced AMTRAK	REQ	12:17	—	6:17	6:47	7:17	—	8:17	10:52
111 Merced Transpo	7:36	12:27	—	6:27	6:57	7:27	—	8:27	11:02
105 Merced College	7:48	REQ	—	REQ	—	—	—	—	—
107 Merced Mall (Target)	—	REQ	—	REQ	—	—	—	—	—
109 PG&E (M Street)	REQ	REQ	—	REQ	—	—	—	—	—
115 Courthouse (M Street)	7:42	REQ	—	REQ	—	—	—	—	—
103 UC Merced	7:58	—	—	—	—	—	—	—	—
101 Merced Airport	REQ	REQ	—	REQ	REQ	REQ	—	REQ	REQ

SCHEDULE NOTES:

- **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.
- **Run 7** does *not* operate on weekends or holidays (Memorial Day, July 4, Labor Day).
- **Courtesy Drops:** YARTS will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.
- YARTS does not serve **Merced College or UC Merced** on weekends or holidays.



Public Transit to Yosemite

REQ = Request stop. Bus only stops when requested by a passenger on the bus, or when a passenger is visibly waiting at a bus stop.

— = No service to this timepoint. PM times shown in boldface type.



TO YOSEMITE VALLEY

HWY 140 Schedule – May 12 to Sept. 28, 2014

MERCED ► MARIPOSA ► YOSEMITE VALLEY

Area Bus Stop	Run 1 <small>Weekdays</small>	Run 2	Run 2a	Run 3	Run 3a <small>Seven-days-a-week</small>	Run 4	Run 5	Run 6
MERCED/ CATHEYS VALLEY								
101 Merced Airport	—	—	—	6:45	—	8:45	10:20	4:30
103 UC Merced	—	—	—	—	—	—	—	5:00
105 Merced College	—	—	—	—	—	—	—	5:10
107 Merced Mall (Target)	—	—	—	—	—	—	—	5:20
109 PG&E (M Street)	—	—	—	—	—	—	—	5:22
111 Merced Transpo	—	—	6:00	7:00	—	9:00	10:45	5:40
113 Merced AMTRAK	—	—	6:10	7:10	—	9:15	11:00	5:30
115 Courthouse (M Street)	—	—	—	—	—	—	—	5:33
117 Catheys Valley	5:28	5:58	6:40	7:40	—	REQ	REQ	6:10
MARIPOSA/MIDPINES								
119 Midtown Mariposa	5:45	6:15	7:00	7:57	9:00	10:02	11:47	6:27
121 Roadside Rest	5:47	6:17	7:02	7:59	9:02	10:04	11:49	6:29
123 Mariposa P&R	5:50	6:20	7:05	8:02	9:05	10:07	11:52	6:32
125 KOA Campground	REQ	REQ	7:18	8:15	9:18	10:20	12:05	6:45
127 Midpines Co. Park	6:04	6:34	REQ	REQ	REQ	REQ	—	REQ
129 Midpines P.O.	6:06	6:36	7:21	8:18	9:21	10:23	REQ	6:48
131 Yosemite Bug Resort	REQ	REQ	7:25	8:22	9:25	10:27	12:10	6:52
EL PORTAL								
133 Cedar Lodge	6:36	7:06	7:54	8:51	9:54	10:56	12:39	7:21
135 NPS Maintenance	6:41	7:11	7:58	8:55	9:58	11:00	—	7:25
137 Barium Mine Rd.	6:44	7:14	8:01	8:58	10:01	11:03	—	7:28
139 El Portal P.O.	6:47	7:17	8:04	9:01	10:04	11:06	—	7:31
141 Yosemite View Lodge	6:51	7:21	8:07	9:04	10:07	11:09	12:45	7:34
YOSEMITE VALLEY <small>(Connect to free Yosemite Valley Shuttles)</small>								
● Curry Village	7:32	8:02	8:40	9:37	10:40	11:42	REQ	8:07
● Ahwahnee Hotel	7:37	8:07	8:45	9:42	10:45	11:47	REQ	8:12
★ Visitor Center	7:27	7:57	8:50	9:47	10:50	11:52	REQ	8:17
● Yosemite Lodge	7:42	8:12	8:55	9:52	10:55	11:57	1:25	8:22

SCHEDULE NOTES:

- **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.
- **Run 1** does *not* operate on weekends or holidays (Memorial Day, July 4, Labor Day).
- **Courtesy Drops:** YARTS will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.
- YARTS does not serve **Merced College or UC Merced** on weekends or holidays.



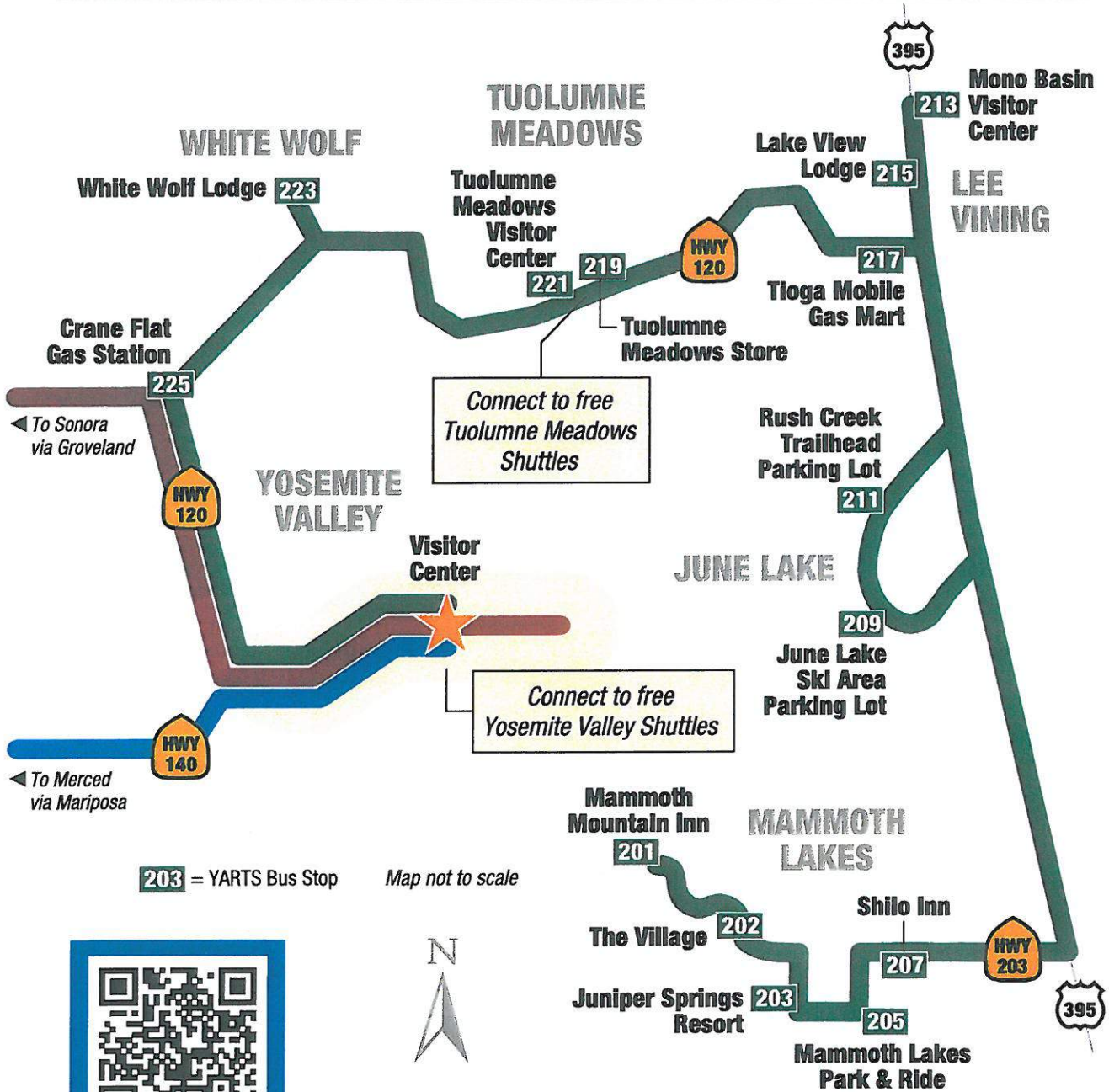
Public Transit to Yosemite

REQ = Request stop. Bus only stops when requested by a passenger on the bus, or when a passenger is visibly waiting at a bus stop.

— = No service to this timepoint. **PM times shown in boldface type.**



HWY 120/395 Route Map



Download the
YARTS
HWY 120/395
schedule to your
smart phone.



Public Transit to Yosemite

TO YOSEMITE

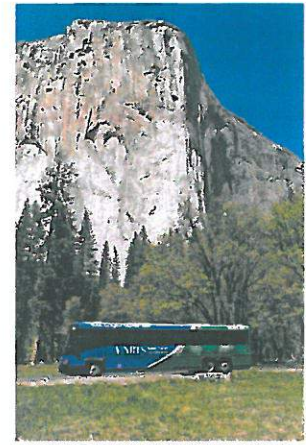
HWY 120/395 Schedule – June 1 to Sept. 28, 2014

MAMMOTH LAKES ► TUOLUMNE MEADOWS ► YOSEMITE VALLEY

	June & Sept Weekends Only	July & August 7 Days a Week		
MAMMOTH LAKES				
201 Mammoth Mountain Inn	8:00	6:00	8:00	10:45
202 The Village	8:07	6:07	8:07	10:52
203 Juniper Springs Resort	8:15	6:15	8:15	11:00
205 Mammoth Lakes Park & Ride Old Mammoth Rd. / Tavern Rd.	8:17	6:17	8:17	11:02
207 Shilo Inn	8:30	6:20	8:30	11:05
JUNE LAKE				
209 June Lake Ski Area	9:00	6:50	9:00	11:35
211 Rush Creek Trailhead	9:05	6:55	9:05	11:40
LEE VINING				
213 Mono Basin Visitor Center	9:27	7:17	9:27	12:02
215 Lake View Lodge	9:30	7:20	9:30	12:05
217 Tioga Mobile Gas Mart	9:40	7:30	9:40	12:15
YOSEMITE NATIONAL PARK				
Tuolumne Meadows (Connect to free Tuolumne Meadows Shuttles)				
219 Tuolumne Meadows Store	10:15	8:05	10:15	12:50
221 Tuolumne Meadows Visitor Center	10:20	8:10	10:20	12:55
223 White Wolf Lodge	11:00	—	11:00	—
225 Crane Flat Gas Station	11:30	—	11:30	—
Yosemite Valley (Connect to free Yosemite Valley Shuttles)				
★ Visitor Center	12:05	—	12:05	—

SCHEDULE NOTES:

- The Mammoth Lakes to Yosemite Valley Route **operates only in summer** when the Tioga Pass is open. Additional trips from Mammoth Lakes to Tuolumne Meadows operate only in July and August, as shown on the schedule.
- **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.
- **Round Trip ticket holders** board first in Yosemite Valley.
- **Courtesy Drops:** YARTS will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.



Public Transit to Yosemite

Buses run Daily in July and August and on Weekends Only in June and September.

— = No service to Yosemite Valley. **PM times shown in boldface type.**

TO MAMMOTH LAKES

HWY 120/395 Schedule – June 1 to Sept. 28, 2014

YOSEMITE VALLEY ► TUOLUMNE MEADOWS ► MAMMOTH LAKES

	June & Sept Weekends Only	July & August 7 Days a Week		
YOSEMITE NATIONAL PARK				
Yosemite Valley (Connect to free Yosemite Valley Shuttles)				
★ Visitor Center	5:00	—	—	5:00
225 Crane Flat Gas Station	5:30	—	—	5:30
223 White Wolf Lodge	6:00	—	—	6:00
Tuolumne Meadows (Connect to free Tuolumne Meadows Shuttles)				
221 Tuolumne Meadows Visitor Center	6:45	8:15	4:10	6:45
219 Tuolumne Meadows Store	6:50	8:20	4:15	6:50
LEE VINING				
217 Tioga Mobile Gas Mart	7:22	8:52	4:47	7:22
213 Mono Basin Visitor's Center	7:27	8:57	4:52	7:27
215 Lake View Lodge	7:30	9:00	4:55	7:30
JUNE LAKE				
211 Rush Creek Trailhead	7:55	9:25	5:20	7:55
209 June Lake Ski Area	8:00	9:30	5:25	8:00
MAMMOTH LAKES				
207 Shilo Inn	8:30	10:00	5:55	8:30
205 Mammoth Lakes Park & Ride Old Mammoth Rd. / Tavern Rd.	8:33	10:03	5:58	8:33
203 Juniper Springs Resort	8:36	10:06	6:01	8:36
202 The Village	8:44	10:14	6:09	8:44
201 Mammoth Mountain Inn	8:51	10:21	6:16	8:51

SCHEDULE NOTES:

- The Mammoth Lakes to Yosemite Valley Route **operates only in summer** when the Tioga Pass is open. Additional trips from Mammoth Lakes to Tuolumne Meadows operate only in July and August, as shown on the schedule.
- **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.
- **Round Trip ticket holders** board first in Yosemite Valley.
- **Courtesy Drops: YARTS** will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.



Public Transit to Yosemite

Buses run Daily in July and August and on Weekends Only in June and September.

— = No service from Yosemite Valley. PM times shown in boldface type.



HWY 120/395 Ticket Prices

FROM ▼	TO ►	MAMMOTH LAKE	JUNE LAKE	LEE VINING	TUOLUMNE MEADOWS	WHITE WOLF	CRANE FLAT	YOSEMITE VALLEY
MAMMOTH LAKES								
Round-trip	—	\$8 (\$6)	\$12 (\$10)	\$18 (\$15)	\$26 (\$22)	\$32 (\$26)	\$36 (\$30)	
One-way	—	\$4 (\$3)	\$6 (\$5)	\$9 (\$7)	\$13 (\$10)	\$16 (\$13)	\$18 (\$15)	
JUNE LAKE								
Round-trip	\$8 (\$6)	—	\$6 (\$4)	\$12 (\$10)	\$18 (\$15)	\$24 (\$20)	\$30 (\$24)	
One-way	\$4 (\$3)	—	\$3 (\$2)	\$6 (\$5)	\$9 (\$7)	\$12 (\$10)	\$15 (\$12)	
LEE VINING								
Round-trip	\$12 (\$10)	\$6 (\$4)	—	\$6 (\$4)	\$12 (\$10)	\$18 (\$15)	\$26 (\$22)	
One-way	\$6 (\$5)	\$3 (\$2)	—	\$3 (\$2)	\$6 (\$5)	\$9 (\$7)	\$13 (\$10)	
TUOLUMNE MEADOWS								
Round-trip	\$18 (\$15)	\$12 (\$10)	\$6 (\$4)	—	\$6 (\$4)	\$12 (\$10)	\$18 (\$15)	
One-way	\$9 (\$7)	\$6 (\$5)	\$3 (\$2)	—	\$3 (\$2)	\$6 (\$5)	\$9 (\$7)	
WHITE WOLF								
Round-trip	\$26 (\$22)	\$18 (\$15)	\$12 (\$10)	\$6 (\$4)	—	\$6 (\$4)	\$12 (\$10)	
One-way	\$13 (\$10)	\$9 (\$7)	\$6 (\$5)	\$3 (\$2)	—	\$3 (\$2)	\$6 (\$5)	
CRANE FLAT								
Round-trip	\$32 (\$26)	\$24 (\$20)	\$18 (\$15)	\$12 (\$10)	\$6 (\$4)	—	\$6 (\$4)	
One-way	\$16 (\$13)	\$12 (\$10)	\$9 (\$7)	\$6 (\$5)	\$3 (\$2)	—	\$3 (\$2)	
YOSEMITE VALLEY								
Round-trip	\$36 (\$30)	\$30 (\$24)	\$26 (\$22)	\$18 (\$15)	\$12 (\$10)	\$6 (\$4)	—	
One-way	\$18 (\$15)	\$15 (\$12)	\$13 (\$10)	\$9 (\$7)	\$6 (\$5)	\$3 (\$2)	—	

Fares in *italics* (\$) are for seniors (62+) and children (12 and younger) and persons with disabilities.

Connections

Shuttle Services

In Yosemite National Park (nps.gov/Yosemite)

- Yosemite Valley Shuttle (Free)
- El Capitan Shuttle (Visitor Center – Free)
- Tuolumne Meadows Hikers' Shuttle
(Reservations required – Fee charged)

Intercity Transit Connections

- YARTS Service to Merced and Sonora
Connect at Yosemite Valley Visitor Center
(www.yarts.com, 209-388-9589 or 877-989-2787)
- The CREST Bus to Reno Airport and Lancaster Metrolink
(www.estransit.com, 800-922-1930)

Local Transit Connections

- ESTA – Mono and Inyo Counties
(www.estransit.com, 800-922-1930)

Ticket Sales

Buy Tickets on Bus

Cash (US\$) or Visa / MasterCard accepted.

Advance Ticket Purchases On-line

www.yarts.com Visa or MasterCard accepted.

Three-Days for the Price of Two

Buy a pass for three round trips, for the price of two! Just tell your driver you want a 3-for-2 pass.

Family Friendly Fares

One child 12 or younger, rides free with each paying adult.
Additional children ride for the discount fare.



Public Transit to Yosemite

209-388-9589 / 877-989-2787

WWW.YARTS.COM

TO YOSEMITE VALLEY

Sonora to Yosemite Schedule – May 17 to Sept. 28, 2014

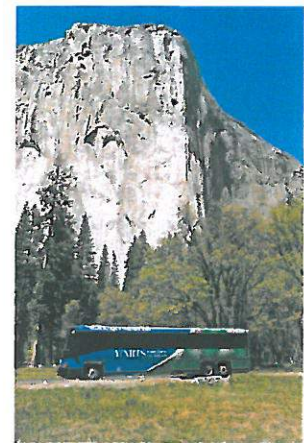
SONORA ► JAMESTOWN ► GROVELAND ► YOSEMITE

Area Bus Stop	May 17 to June 13 7 Days a Week	June 14 to Sept. 1 7 Days a Week	Sept. 2 to Sept. 28 7 Days a Week
All times shown are AM times.			
SONORA / JAMESTOWN			
300 Black Oak Hotel Resort	7:40	7:40 8:40	7:40
301 Sonora Best Western	8:00	8:00 9:00	8:00
303 Inns of California Downtown Sonora	8:15	8:15 9:15	8:15
305 Rocca Park Jamestown Main St.	8:25	8:25 9:25	8:25
GROVELAND			
307 Mary Laveroni Park Old Yosemite Road	9:06	9:06 10:06	9:06
309 Yosemite Pines RV Park Old Yosemite Road	9:16	9:16 10:16	9:16
BUCK MEADOWS			
311 Buck Meadows Restaurant on Highway 120	9:30	9:30 10:30	9:30
YOSEMITE LAKES			
313 Yosemite Lakes Campgrounds at Yosemite Lakes Drive	9:47	9:47 10:47	9:47
BIG OAK FLAT GATE/ HODGDON MEADOW/ CRANE FLAT			
315 Big Oak Flat Park Entrance Gate	10:00	10:00 11:00	10:00
225 Crane Flat Gas Station	10:10	10:10 11:10	10:10
YOSEMITE VALLEY (Connect to free Yosemite Valley Shuttles)			
★ Visitor Center	10:45	10:45 11:45	10:45

Schedule Notes

■ **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.

■ **Courtesy Drops:** YARTS will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.



Public Transit to Yosemite



TO SONORA

Sonora to Yosemite Schedule – May 17 to Sept. 28, 2014

YOSEMITE ► GROVELAND ► JAMESTOWN ► SONORA

Area Bus Stop	May 17 to June 13 7 Days a Week	June 14 to Sept. 1 7 Days a Week	Sept. 2 to Sept. 28 7 Days a Week
All times shown are PM times			
YOSEMITE VALLEY <i>(Connect to free Yosemite Valley Shuttles)</i>			
★ Visitor Center	4:35	4:35 5:35	4:35
BIG OAK FLAT GATE/ HODGDON MEADOW/ CRANE FLAT			
225 Crane Flat Gas Station	5:05	5:05 6:05	5:05
315 Big Oak Flat Park Entrance Gate	5:19	5:19 6:19	5:19
YOSEMITE LAKES			
313 Yosemite Lakes Campgrounds at Yosemite Lakes Drive	5:39	5:39 6:39	5:39
BUCK MEADOWS			
311 Buck Meadows Restaurant on Highway 120	5:56	5:56 6:56	5:56
GROVELAND			
309 Yosemite Pines RV Park Old Yosemite Road	6:09	6:09 7:09	6:09
307 Mary Laveroni Park	6:18	6:18 7:18	6:18
SONORA / JAMESTOWN			
305 Rocca Park Jamestown Main St.	6:59	6:59 7:59	6:59
303 Inns of California Downtown Sonora	7:10	7:10 8:10	7:10
301 Sonora Best Western	7:25	7:25 8:25	7:25
300 Black Oak Hotel Resort	7:45	7:45 8:45	7:45

Schedule Notes

- Throughout the summer season, the YARTS Sonora to Yosemite bus operates one round trip. From June 14 to September 1, a second round trip is offered.
- **Schedule times** shown indicate approximate departure. Delays of up to 15 minutes may occur due to traffic or weather conditions.
- **Courtesy Drops:** YARTS will drop passengers at non-scheduled stops within the Yosemite area (such as trail heads) where it is safe for the bus to stop.



Public Transit to Yosemite



MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS 5311(f) GRANT FUNDING

Staff is in the process of making application to Caltrans for grant funding under the Intercity Bus 5311(f) Program. The application is for the maximum amount of \$300,000, which is available under that program for operating funding, under an ongoing-program category. This will require a local match of 44.67%, which is available from the Amtrak contract.

Receipt of the funding requires a public hearing to receive comments and have discussion on the intended funding and also requires the execution of a Resolution authorizing funding under the FTA Section 5311 (49 U.S.C. Section 5311) with the California Department of Transportation.

REQUESTED ACTION

Recommend the YARTS Joint Powers Authority adopt Resolution No. 2014/04-14-01 authorizing funding under FTA Section 5311 (49 U.S.C. Section 5311) with the California Department of Transportation.

Attachments: Notice of Public Hearing
Resolution No. 2014/04-14-01

NOTICE OF PUBLIC HEARING

Notice is hereby given that the YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS) JOINT POWERS AUTHORITY intends to file an application for grant funding under the 5311(f) Intercity Bus Program/Operating for Fiscal Year 2014/15.

A public hearing on this application will be held on Monday, April 14, 2014 at 1:00 p.m. at the Merced County Association of Governments, 369 W. 18th Street, Front Conference Room, Merced, CA. Interested persons may be present at the public hearing to hear comments and discussion on the intended filing of the application.

A copy of the staff report will be available at the Merced County Administration Building, 2222 M Street, Board of Supervisors Office, Merced, CA; Mariposa County Government Center, 5100 Bullion Street, Mariposa, CA and at the Mono County Board of Supervisors Office, Annex 1, 74 School Street, Bridgeport, CA.

RESOLUTION NO. 2014/04-14-01

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, Yosemite Area Regional Transportation System desires to apply for said financial assistance to permit operation of service in Merced, Mariposa and Mono Counties; and

WHEREAS, the Yosemite Area Regional Transportation System has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Yosemite Area Regional Transportation System does hereby authorize Marjie Kirn, Yosemite Area Regional Transportation Executive Director, to file and execute applications on behalf of the Yosemite Area Regional Transportation System with the Department to aid in the financing of operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F**), as amended.

That Marjie Kirn, Yosemite Area Regional Transportation System Executive Director is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That Marjie Kirn, Yosemite Area Regional Transportation System Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That Marjie Kirn, Yosemite Area Regional Transportation System Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the Yosemite Area Regional Transportation System of Merced, Mariposa and Mono Counties, State of California, at a regular meeting of said Board held on the 14th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Marjie C. Kirn, Executive Director
YARTS JPA

Linn Davis, Chairperson
YARTS JPA

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: PROPOSED YARTS BUDGET FOR FISCAL YEAR 2014/2015

The YARTS Bylaws require the approval of an annual budget for the upcoming fiscal year by April 15.

The budget as presented anticipates an increase in the cost of operating the buses, but only as relates to the expanded service scheduled service in Tuolumne County. The entire expanded service is paid for by the park through the Cooperative Agreement. The regular bus operating costs are projected to be less than budgeted last year principally due to what staff believes is a more realistic estimate. The volatility of fuel prices is cause for caution in predicting final results and could have a significant effect on the actual operating costs.

The management, accounting, planning and service monitoring expenses will increase from the budgeted amount last year. Some of the increase reflects the demand on day to day management and because of the expanded service. An additional \$11,490 is included in the Cooperative Agreement to cover both management and marketing oversight. This funding represents a decrease in this particular funding from the \$16,000 available last year.

Additionally there is a significant increase in the management costs due to a Caltrans proscribed ruling on indirect costs (overhead). A fuller explanation of those charges will be presented at your meeting.

Another item driving the increased costs is the imposition of procurement, Title 6 and DBE requirements, by FTA, which have become very exacting. MCAG has added a position simply to assure that all MCAG-managed agencies doing procurement comply with the requirements. The penalties for non-compliance for all of the programs can be very stiff.

Under the capital program items, two new buses are listed as they are anticipated to be delivered (and invoiced) during fall of 2014. The buses are fully funded as indicated in the budget.

Four new electronic fare boxes are also shown under the capital program. These boxes are for use on the two new buses indicated above and for two buses that the contractor has acquired to back up the YARTS fleet. A grant application under the 5311(f) program will be filed this spring. The grant will require a 20% local match, which is also shown.

On the revenue side, most items remain the same with the exception of the carryover, which was deleted from the revenue side of the budget this year.

REQUESTED ACTION

Recommend the YARTS Joint Powers Authority approve the proposed YARTS budget for Fiscal Year 2014/2015.

Attachments: Proposed YARTS Budget for Fiscal Year 2014/2015
Notice of Public Hearing

July 1, 2014 - June 30, 2015

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)

EXPENDITURES		OPERATIONS		REVENUES	
Service contract	\$ 1,416,000				
Expanded Service	\$ 469,510			Mariposa County	\$ 136,360
Subtotal for Svc Contract(s)	\$ 1,885,510			Mono County	\$ 30,000
Management, Accounting, Planning & Service Monitoring	\$ 187,069			NPS Contribution	\$ 300,000
Audit and Insurance	\$ 27,500			Expanded Service, NPS	\$ 477,000
Park and Ride Maint.	\$ 22,080			Caltrans 5311(f)	\$ 300,000
Transpo Station Lease	\$ 4,800			Carryover	\$ 50,500
Subtotal	\$ 241,449			Farebox	\$ 506,059
				Amtrak contract	\$ 327,040
Subtotal	\$ 2,126,959			Subtotal	\$ 2,126,959
Public Education/Media Relations- Marketing Admin	\$ 85,000			Merced County-CMAQ	\$ 85,000
Expanded Service Marketing	\$ 4,000			Expanded Service, NPS	\$ 4,000
Subtotal for Public Education	\$ 89,000			Subtotal for Public Education	\$ 89,000
Total Operations Expenditures	\$ 2,215,959			Total Ops Revenues	\$ 2,215,959
CAPITAL PROGRAM					
Bus Purchase (1)	\$ 582,159			5309 Program	\$ 240,489
				PTMISEA	\$ 60,122
Bus Purchase (1)	\$ 582,159			CMAQ	\$ 281,548
				5320 Program	\$ 582,159
Electronic Fare Boxes (4)	\$ 61,896			5311(f) Program	\$ 49,517
				Local Match	\$ 12,379
Total Capital Expenditures	\$ 1,226,214			Total Capital Revenue	\$ 1,226,214
Total Expenses	\$ 3,442,173			Total Revenue	\$ 3,442,173

NOTICE OF PUBLIC HEARING
BUDGET ADOPTION

Notice is hereby given that the YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEMS (YARTS) JOINT POWERS AUTHORITY intends to adopt an annual budget for Fiscal Year 2014/15.

A Public Hearing on this matter will be held on Monday, April 14, 2014 at 1:00 p.m. at the Merced County Association of Governments, Conference Room, 369 W. 18th Street, Merced, CA 95340. Interested persons may be present at the public hearing to hear comments and discussion on the proposed budget.

A copy of the proposed budget will be available at the Mariposa County Government Center, 5100 Bullion Street, Mariposa, CA; Merced County Administration Building, 2222 M Street, Board of Supervisors Office, Merced, CA and at the Mono County Board of Supervisors office, Annex 1, 74 School Street, Bridgeport, CA.

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS/MCAG AGREEMENT FOR SERVICES

Since 1999, Merced County Association of Governments (MCAG) has provided transit service management and marketing, financial and grant administration, and transportation planning services to the YARTS Joint Powers Authority through service agreements.

In July of 2003 and again in 2009, YARTS and MCAG entered into an Agreement for one year that also contained provision that it could be extended annually through mutual written consent of the parties for a period of up to five years. The current Agreement expires on June 30, 2014.

Attached is a copy of an Agreement that provides the same terms and conditions as the one that was signed previously, but now effective July 1, 2014. The Agreement has two changes from previously in that an Exhibit C – Federal Contract Provisions, has been added to conform to federal requirements, with a reference to same in section XII – General Compliance with Laws and Attorney’s Fees. And, the exhibit A from previous years has been replaced with a copy of the MCAG Overall Work Program (OWP) item for YARTS, which details the work to be accomplished during the fiscal year. The work in the OWP provides much more detailed information than was previously provided in the Exhibit A, which was simply a copy of the service schedule.

Since the five-year agreement has run its course, this creates a contracting opportunity for YARTS. The decision would be to go out to bid for a provider of the services specified in the contract rather than do a new contract with MCAG. If the Board were to choose to go out to bid and wanted to have MCAG as one of the bidders, the Board would have to find a third party to conduct the RFP process. If the Board did not want MCAG to bid, then MCAG could conduct the RFP process for YARTS.

If YARTS did decide to go out to bid, two options would exist: The contract with MCAG could be made to be month to month until such time as a contractor was identified or; the first year of the contract could be authorized with staff directed to facilitate an RFP process.

Nothing above should be construed to indicate that MCAG is not interested in performing the work that it has been doing since 1999. It is simply a reminder to the Board of the options that exist for YARTS.

REQUESTED ACTION

Recommend the YARTS Joint Powers Authority:

- a. Authorize the Chair to sign the Agreement for Services between the Yosemite Area Regional Transportation System and the Merced County Association of Governments for a period of one year from July 1, 2014 through June 30, 2015; or
- b. Provide direction to staff on how to proceed to secure the services specified in the existing contract.

Attachment: Agreement for Services effective July 1, 2014

AGREEMENT FOR SERVICES

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM JOINT POWERS AUTHORITY

THIS AGREEMENT, made and entered this 1st day of **July, 2014** by and between YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM JOINT POWERS AUTHORITY, hereinafter referred to as the AUTHORITY, and MERCED COUNTY ASSOCIATION OF GOVERNMENTS, located at 369 West 18th Street, Merced, CA 95340, hereafter referred to as MCAG.

WITNESSETH

WHEREAS, the AUTHORITY requires transit service management and marketing, financial and grant administration, and transportation planning services.

WHEREAS, MCAG is qualified and experienced to provide such management, administrative and planning services.

NOW, THEREFORE, the AUTHORITY and MCAG, for the consideration hereafter named, agree as follows:

I. WORK TO BE DONE:

The MCAG Overall Work Program (OWP) element for YARTS is attached hereto as Exhibit A and made a part of this AGREEMENT, delineates the work to be done by MCAG for the AUTHORITY and shall be the Scope of Work.

II. TIME OF PERFORMANCE:

Upon receipt of written authorization to proceed from the AUTHORITY, MCAG shall commence immediately and shall complete the performance of its obligations under this AGREEMENT by June 30, 2015. This AGREEMENT may be extended annually through mutual written consent of the parties for a period of five years through June 30, 2019 consistent with the provisions of Article I – WORK TO BE DONE and Article III – PAYMENT FOR SERVICES.

III. PAYMENT FOR SERVICES:

A. For the services outlined in the Scope of Work hereof, MCAG shall be compensated on a cost reimbursement basis in accordance with the fees specified in the AUTHORITY Budget dated April 2014 attached hereto as Exhibit B and made a part of the AGREEMENT. Invoices shall be submitted by MCAG at monthly intervals and payment to MCAG shall be made within thirty (30) days after the AUTHORITY receives and approves said invoices.

B. MCAG shall maintain accounting records and any other evidences pertaining to the cost incurred on the project and shall make the records available to the AUTHORITY, or their duly authorized representatives during the AGREEMENT period and for a period of four (4) years from the date of final payment.

IV. CONFERENCES, INSPECTION OF WORK:

Duly authorized representatives of the AUTHORITY, State Department of Transportation or US Department of Transportation shall have right of access to MCAG's plans, files and records relating to the project included in this AGREEMENT and may review the work at appropriate stages during performance of the work.

V. NUMBER OF DOCUMENTS:

In conjunction with the work delineated in the attached Scope of Work and Section One above, MCAG shall provide the AUTHORITY with the deliverables outlined in the Scope of Work.

VI. OWNERSHIP OF DOCUMENTS:

All field notes, tracings, plans, specifications, maps, correspondence and other documentation prepared or obtained by MCAG under the terms of this AGREEMENT shall be the sole property of the AUTHORITY, without restriction or limitation on their use.

VII. CHANGES IN WORK:

No change in the character or extent of the work to be performed by MCAG shall be made except by supplemental agreement, in writing between the AUTHORITY and MCAG. The supplemental agreement shall set forth the proposed changes of work, adjustment of time and adjustment of the cost to be paid by the AUTHORITY to MCAG, if any.

VIII. TERMINATION OR ABANDONMENT:

A. The AUTHORITY reserves the right, by giving written notices to MCAG, to terminate this AGREEMENT or to suspend or abandon all or a portion of the project and all work connected therewith.

B. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the AUTHORITY, the AUTHORITY shall pay MCAG only for services rendered or expenses incurred under this AGREEMENT up to the time that MCAG received written notice of termination, suspension or abandonment.

The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of work actually completed.

IX. NOTICES:

- A. Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, AUTHORITY or MCAG, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to AUTHORITY or MCAG, at 369 West 18th Street, Merced, CA 95340.
- B. Either party may change address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

X. ARBITRATION PROVISIONS:

Any dispute not resolved by informal discussion between the parties shall be subject to binding arbitration before the American Arbitration Association, and based on its rules for commercial arbitration with one arbitrator. All costs associated with the arbitration shall be borne equally by the parties. However, in any such arbitration the arbitrator has authority to allocate costs, and the prevailing party shall be entitled to recover reasonable attorney fees and costs.

XI. INDEMNITY AND INSURANCE:

- A. AUTHORITY and MCAG agree that MCAG is an independent contractor. MCAG shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. MCAG shall be free to tender consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish MCAG's ability to fulfill the obligations established herein to AUTHORITY.
- B. MCAG shall hold the AUTHORITY, and its representatives, harmless of and free from any and all liability which might arise out of the performance by MCAG of this AGREEMENT. Should the AUTHORITY or any of its representatives be named in any litigation, or should any claim be made against them, arising out of or relating to this AGREEMENT, MCAG shall defend the AUTHORITY and its representatives and shall indemnify them for any acts or omissions committed by MCAG or its employees in the performance of this AGREEMENT.

XII. GENERAL COMPLIANCE WITH LAWS AND ATTORNEY’S FEES:

MCAG shall be required to comply with all federal, state and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT including, but not limited to, complying with laws regulating worker’s compensation insurance coverage and all applicable federal provisions as required by the Federal Transit Administration and related agencies as designated in Exhibit C.

If any action at law is necessary to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to collect reasonable attorney’s fees and costs.

XIII. SUBLETTING:

MCAG acknowledges and agrees that the subletting or transfer of any portion of the work covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited.

XIV. NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964:

During the performance of the work covered by this AGREEMENT, MCAG shall comply with regulations relative to non-discrimination in Federally assisted programs (49 CFR 21 through Appendix H and 23 CFR 710.405(b)), which are herein incorporated by reference and made a part of this AGREEMENT.

XV. GOVERNMENT CODE SECTION 7550:

MCAG acknowledges its obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

XVI. SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

AUTHORITY

MCAG

Chair, Yosemite Area Regional
Transportation System Date

Chair, Merced County
Association of Governments Date

APPROVED AS TO FORM:

ATTEST:

Authority Counsel Date

Executive Director Date

COMPREHENSIVE PLANNING

**610 YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)
MANAGEMENT ACTIVITIES**

Purpose:

The Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority (JPA) contracts with Merced County Association of Governments (MCAG) to provide management, planning, and administrative services to the transit system, including oversight of all of the day-to-day operations of the transit system.

Discussion:

Entering its 14th year of operation in May of 2014, YARTS provides an alternative to driving in the Yosemite region for travelers and locals. It operates year round on the Hwy 140 corridor between Merced and Yosemite National Park, through Mariposa County and during the summer, June through September, on the Hwy 120/395 corridors between Yosemite Valley and Mono County destinations and between Tuolumne County destinations and Yosemite Valley.

Tasks:

6101 – Management, Administration and Planning

Provide administration functions to the YARTS Joint Powers Authority (JPA) Board and the YARTS Authority Advisory Committee (AAC), at the direction of the YARTS Board.

- ◆ Prepare the YARTS Overall Work Program
- ◆ Prepare agendas for the YARTS Board and the AAC
- ◆ Work with Board Chair on items to be agenzized
- ◆ File notices of Public Hearings as needed
- ◆ Staff Board and AAC meetings and facilitate video conferencing as needed
- ◆ Record and prepare the minutes from Board and AAC meetings
- ◆ Implement and coordinate Board directives
- ◆ Maintain the YARTS accounting records
- ◆ Prepare financial updates for the Board and the AAC for each regular meeting or at least quarterly
- ◆ Contract for and complete an annual audit
- ◆ Prepare and administer the approved YARTS budget
- ◆ Identify, apply for, and administer grants to fund operating and capital projects
- ◆ Administer YARTS contracts and agreements and do billing for same, I.E. Amtrak, NPS, VIA
- ◆ Monitor service contractor performance
- ◆ File required state and federal reports

- ◆ Implement on-board rider satisfaction survey annually, typically during the busier visitor season
- ◆ Annually review the operating schedules and demand by run. Recommend changes as needed
- ◆ Contract for liability and property insurance coverage
- ◆ Participate in Social Services Transportations Advisory Committee meetings in the three member counties
- ◆ Maintain working relationships with elected and appointed state and federal officials, Yosemite National Park management, Park Concessionaire management, Amtrak, environmental organizations and member-county staff
- ◆ Continue to work toward an agreement with Greyhound Bus Lines to share customers and jointly promote public transit to Yosemite and the region
- ◆ Continue to work with Fresno COG on the possibility of transit service on Hwy 41 between Fresno and Yosemite NP with YARTS as the service provider.
- ◆ Continue to work with the County of Tuolumne on the service on Hwy 120 between Tuolumne County destinations and Yosemite NP.
- ◆ The YARTS Short Range Transit Plan has annual action items. Those items are to be brought to the Board for direction. Implement provisions of the Short Range Transit Plan (SRTP) as directed by the YARTS Board of Commissioners
- ◆ Prepare and distribute a Manager's Update to the Board members and other stakeholders, regularly to keep stakeholders aware of management activities between Board meetings
- ◆ Maintain YARTS-owned property, i.e. replacing broken glass at shelters as needed, clean and remove graffiti and stickers from shelters, review maintenance on YARTS-owned buses with contractor
- ◆ Under written agreement with the National Park Service, work with Yosemite NP to establish temporary "summer peak demand" service in Tuolumne, Mono and Mariposa/Merced Counties. This project includes working with locals in each project county to determine their priorities and preferences, writing schedules, preparing and distributing marketing materials, and attending regular bi-weekly (phone) meetings with park staff to evaluate and direct the effort.
- ◆ Participate in CalACT legislative meetings (phone) to stay current on legislation that effects rural public transit and attend CalACT semi-annual meetings for professional growth and improvement
- ◆ Work with the Board to establish the appropriate number of vehicles in the YARTS-owned fleet
- ◆ Seek funding from the most advantageous source to purchase buses to grow the YARTS-owned fleet to the level directed by the Board

Also, the Short Range Transit Plan (SRTP) enumerates certain additional items to be accomplished. Those items are:

- ◆ Make SRTP specified changes to the schedule as approved by the Board, following negotiations with the park concessionaire management and NPS
- ◆ Work with the Board to establish timing and amount of fare increases called for in SRTP.

Staff time: 12.1 Person Months

6105- Outreach and Marketing

Provide outreach and marketing efforts to promote ridership.

- ◆ Schedules - Create, distribute and install seasonal schedules and brochures, and other promotional materials, as needed
- ◆ Administer all aspects of the YARTS marketing budget from identifying funding sources through approving the payment of invoices
- ◆ Ticket vendors – Administer ticket sales through contracted vendors; includes distribution of tickets, review of sales reports, and collections of revenue
- ◆ Public Information – Prepare and distribute news releases to media contacts as appropriate
- ◆ Create and place advertising in appropriate venues,
- ◆ Public Appearances – seek opportunities for and make public speaking and other appearances where possible to market the transit service
- ◆ Maintain the YARTS web site
- ◆ Sustain the social media marketing efforts
- ◆ Maintain YARTS presence on Google Transit
- ◆ Respond to rider comments and complaints
- ◆ Maintain a good working relationship with the Gateway Partners organization
- ◆ YARTS Manuals – Update manual as needed; maintain the contact with YARTS manual holders and seek new locations of more manuals
- ◆ Conduct “Fam Tours” for media and local stakeholders annually
- ◆ Maintain contact with tour operators who use YARTS in their business plans;
- ◆ Build and/or retain strong relationships with connecting transit providers; Greyhound, Amtrak, Great Lakes Air, Horizon Air, ESTA, Merced Co. “The Bus”
- ◆ Under written agreement with the Park Service, conduct marketing efforts toward public use of the “peak period” expanded transit service during the summer months.

Staff time: 5.5 person months

Total Staff Time: 17.6 person months

July 1, 2014 - June 30, 2015

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)

OPERATIONS			
EXPENDITURES		REVENUES	
Service contract	\$ 1,416,000		
Expanded Service	\$ 469,510	Mariposa County	\$ 136,360
Subtotal for Svc Contract(s)	\$ 1,885,510	Mono County	\$ 30,000
Management, Accounting, Planning & Service Monitoring	\$ 187,069	NPS Contribution	\$ 300,000
Audit and Insurance	\$ 27,500	Expanded Service, NPS	\$ 477,000
Park and Ride Maint.	\$ 22,080	Caltrans 5311(f)	\$ 300,000
Transpo Station Lease	\$ 4,800	Carryover	\$ 50,500
Subtotal	\$ 241,449	Farebox	\$ 506,059
		Amtrak contract	\$ 327,040
Subtotal	\$ 2,126,959	Subtotal	\$ 2,126,959
Public Education/Media Relations- Marketing Admin	\$ 85,000	Merced County-CMAQ	\$ 85,000
Expanded Service Marketing	\$ 4,000	Expanded Service, NPS	\$ 4,000
Subtotal for Public Education	\$ 89,000	Subtotal for Public Education	\$ 89,000
Total Operations Expenditures	\$ 2,215,959	Total Ops Revenues	\$ 2,215,959
CAPITAL PROGRAM			
Bus Purchase (1)	\$ 582,159	5309 Program	\$ 240,489
		PTMISEA	\$ 60,122
		CMAQ	\$ 281,548
Bus Purchase (1)	\$ 582,159	5320 Program	\$ 582,159
Electronic Fare Boxes (4)	\$ 61,896	5311(f) Program	\$ 49,517
		Local Match	\$ 12,379
Total Capital Expenditures	\$ 1,226,214	Total Capital Revenue	\$ 1,226,214
Total Expenses	\$ 3,442,173	Total Revenue	\$ 3,442,173

EXHIBIT C - FEDERAL CONTRACT PROVISIONS

This Attachment contains Federal Contract Provisions that are applicable to third party contracts with YARTS. Contractors must be willing to abide by all requirements and must certify and complete necessary forms for compliance with all required federal provisions. The complete Federal Transit Administration Master Agreement 19 can be found at: <http://www.fta.dot.gov/documents/19-Master.pdf>

Changes to Federal Requirements – Section 2.c.3.d

New Federal Requirements and Guidance may: a. Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and b. Apply to the Recipient or its Project, 2. Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may: a. Be modified from time to time, and b. Apply to the Recipient or its Project, 3. Most Recent Provisions. The latest Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing using a: a. Special Condition in the Recipient's Underlying Agreement, b. Special Requirement in the Recipient's Underlying Agreement, c. Special Provision in the Recipient's Underlying Agreement, d. Condition of Award in the Recipient's Underlying Agreement, e. Letter to the Recipient signed by an authorized FTA official, or f. Change to FTA or Federal guidance.

No Federal Government Obligation or Liability to Third Parties - Section 2.f

Except as the Federal Government expressly consents in writing, the Recipient agrees that: (1) The Federal Government shall not have any obligation or liability related to: (a) The Project, (b) Any Third Party Participant at any tier, or (c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have any obligation or liability to any: (a) Third Party Participant, or (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

Debarment and Suspension – Section 3.b

The Recipient agrees that: (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by: (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, (b) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and (c) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (2) It will review the "Excluded Parties Listing System" at <https://epls.gov> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants: (a) Will comply with Federal debarment and suspension requirements, and (b) Review the "Excluded Parties Listing System" at <https://www.epls.gov> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

Lobbying - 3.d

The Recipient agrees that, as provided by 31 U.S.C. § 1352(a): (1) Prohibition on Use of Federal Funds. It will not use Federal funds: (a) To influence any: 1 Officer or employee of a Federal agency, 2 Member of Congress, 3 Officer or employee of Congress, or 4 Employee of a Member of Congress, (b) To take any action involving the Project or the Underlying Agreement for the Project, including any: 1 Award, 2 Extension, or 3 Modification, (2) Laws and Regulations. It will comply, and will assure that each Third Party Participant complies with: (a) 31 U.S.C. § 1352, as amended, (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence: 1 The U.S.

Congress, or 2 A State legislature, but (3) Exception. The prohibitions of the preceding section 3.d(1) – (2) of this Master Agreement do not apply to an activity that is undertaken through proper official channels, if permitted by the underlying law or regulations,

False or Fraudulent Statements or Claims – Civil and Criminal Fraud - Section 3.f

(1) Civil Fraud. The Recipient acknowledges and agrees that: (a) Federal laws and regulations apply to itself and its Project, including: 1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and 2. U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31, (b) By executing its Underlying Agreement, the Recipient certifies and affirms the: 1 Truthfulness and accuracy of any: a. Claim, b. Statement, c. Submission, d. Certification, e. Assurance, or f. Representation, and 2. For which the Recipient has made, makes, or will make to the Federal Government, and (c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient: 1. Presents, submits, or makes available any information in connection with any: a. Claim, b. Statement, c. Submission, d. Certification, e. Assurance, or f. Representation, and 2. That information is false, fictitious, or fraudulent, (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l) authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient: 1. Presents, submits, or makes available any information in connection with any: a. Claim, b. Statement, c. Submission, d. Certification, e. Assurance, or f. Representation, and 2. That information is false, fictitious, or fraudulent.

Access to Recipient and Third Party Participant Records – Section 10.a

The Recipient agrees that: (1) As required by 49 U.S.C. § 5325(g), 49 C.F.R. § 18.36(i)(10), and 49 C.F.R. § 19.53(e), it will provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the: (a) U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, (b) Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and (c) Recipient and Subrecipient, (2) The Recipient will permit and assures that its Third Party Participants will permit the individuals listed in the preceding section 10.a(1) of this Master Agreement to do the following: (a) Inspect all: 1. Project work, 2. Project materials, 3. Project payrolls, and 4. Other Project data, and (b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within: 1. Books, 2. Records, 3. Accounts, or 4. Other locations, b. Access to Sites of Project Performance. The Recipient agrees to permit and to require its Third Party Participants to permit Federal awarding agencies, specifically FTA, to make site.

Right of the Federal Government to Terminate - Section 12

The Recipient agrees to all of the following: a. Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if: (1) The Recipient has violated the Underlying Agreement or this Master Agreement, especially if that violation would endanger substantial performance of the Project, (2) The Recipient has failed to make reasonable progress on the Project, or (3) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project, b. Financial Implications. (1) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, and (2) The Federal Government may: (a) Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by: 1. Failing to make adequate progress, 2. Failing to make appropriate use of the Project property, or 3. Failing to comply with the Underlying Grant Agreement or this Master Agreement, and (b) Require the Recipient to refund: 1. The entire amount of Federal funds provided for the Project, or 2. Any lesser amount as the Federal Government may determine, and c. Expiration of Project Time Period.

Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Underlying Agreement.

Civil Rights - Section 13

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section 13.a of this Master Agreement, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1. Race, 2. Color, 3. Religion, 4. Sex, 5. Disability, 6. Age, or 7. National origin, (b) Take affirmative action that includes, but is not limited to: 1. Recruitment advertising, 2. Recruitment, 3. Employment, 4. Rates of pay, 5. Other forms of compensation, 6. Selection for training, including apprenticeship, 7. Upgrading, 8. Transfers, 9. Demotions, 10. Layoffs, and 11. Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 13.a of this Master Agreement,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals FTA Master Agreement MA(19), 10-1-2012 90 or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs

and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*, FTA Master Agreement MA(19), 10-1-2012 91 (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 *Fed. Reg.* 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

Incorporation of FTA Terms, Terminations and Special EEO provisions for Construction Contracts - Section 17.a

The Recipient agrees not to use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements. Therefore: a. Federal Laws, Regulations, and Guidance. The Recipient agrees: (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements, (2) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and

as may be later amended, (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing, and (4) That although the FTA “Best Practices Procurement Manual” provides additional third party contracting guidance, the Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time.

Access to Third Party Contract Records – Section 17.u

The Recipient agrees to require, and assures that its Subrecipients will require, its Third Party Contractors at each tier, to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the State, or their duly authorized representatives, access to all third party contract records (at any tier) as required by 49 U.S.C. § 5325(g), and (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable Federal laws and regulations or to assure proper Project management as determined by FTA, visits as needed in accordance with: (1) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 C.F.R. § 18.40(e), and (2) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” 49 C.F.R. § 19.51(g), and c. Project Closeout. Project Closeout does not alter the access requirements of this Section 10 of this Master Agreement.

Activities Not Involving Construction – Section 28.b

Federal laws and regulations providing wage and hour protections for nonconstruction employees, including: (1) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and (2) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5

Energy Conservation - Section 30

The Recipient agrees to, and assures its Subrecipients will: a. State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and b. Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

Resolution of Disputes, Breaches, Defaults, or Other Litigation - Section 96

The Recipient understands and agrees that: a. FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to: (1) A major dispute, (2) A breach, (3) A default, or (4) Litigation, b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges: (1) The Recipient agrees to notify immediately: (a) The FTA Chief Counsel, or (b) The FTA Regional Counsel for the Region in which the Recipient is located, (2) The types of legal matters that require notification include, but are not limited to: (a) A major dispute, (b) A breach, (c) A default, (d) Litigation, or (e) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and (3) The types of matters that may affect the Federal Government include, but are not limited to: (a) The Federal Government’s interests in the Project, or (b) The Federal Government’s administration or enforcement of Federal laws or regulations, c. Federal Interest in Recovery. (1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but (2) Liquidated Damages. Notwithstanding the preceding section 96.c(1) of this Master Agreement, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government, d. Enforcement. The Recipient

agrees to pursue its legal rights and remedies available under: (1) Any third party agreement, (2) Any Federal law or regulation, (3) Any State law or regulation, or (4) Any local law or regulation, e. FTA Concurrence. If a legal matter described in section 96(2) and (3) of this Master Agreement involves the Project or the Recipient, FTA reserves the right to concur in any: (1) Compromise, or (2) Settlement, and f. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

MEMORANDUM

DATE: APRIL 2, 2014
TO: YARTS AUTHORITY ADVISORY COMMITTEE
FROM: DICK WHITTINGTON, TRANSIT MANAGER
RE: YARTS TRANSIT SERVICE ON HWY 41

As you are all aware, staff has been working with the Fresno Council of Governments (COG) toward the potential of the operation of public transit service on Hwy 41 with YARTS contracting to provide the service. The COG has made application for CMAQ funding and will not have an indication of their success until as late as the end of April when their Policy Board reviews and hopefully approves the funding.

Despite the fact that the project is in a pause mode while the funding application works its way through the system, staff put together a draft Memorandum of Understanding (MOU) for the COG to evaluate. The idea of the draft was to highlight areas of concern or that needed focused thought in the interest of provoking discussion and/or agreement. That draft MOU is attached.

The Fresno COG has not responded to the MOU as yet, but I wanted you to have an opportunity to review and comment on it so we can move forward when the pause comes to an end.

REQUESTED ACTION

Provide staff with comments on the draft Memorandum of Understanding.

Attachment: Draft Memorandum of Understanding

Memorandum of Understanding
Between
Fresno Council of Governments (Fresno COG)
And
Yosemite Area Regional Transportation System (YARTS)

Article I, Background and Authority

Whereas, the Fresno Council of Governments (COG) desires to see the establishment of public transit service on Hwy 41 between the city of Fresno and Yosemite National Park; and

Whereas, the Fresno COG has completed and approved the “Yosemite, Sequoia and Kings Canyon National Park Transit Market Assessment & Feasibility Study” in 2011 and a “Draft Service Plan for Fresno-Yosemite Transit Service” in 2013, with both plans recommending that the proposed service be provided by the Yosemite Area Regional Transportation System (YARTS); and

Whereas, the Yosemite Area Regional Transportation System Authority (Authority), a Joint Powers Authority, was formed expressly for the purpose of providing public transportation in the Yosemite region; and

Whereas, the Yosemite Area Regional Transportation System (YARTS) has thirteen years of successful experience in providing service to Yosemite National Park; and

Whereas, there is a willingness on the part of YARTS to work with the Fresno COG to initiate the Yosemite service on Hwy 41; and

Whereas, it is understood that the project cannot begin in earnest until an application for funding has been reviewed and approved by the Fresno COG CMAQ evaluation committee, which is anticipated for March of 2014; and

Whereas, it is understood that some of the work necessary to realize the project must be done solely by the Fresno COG; and

Whereas, time is of the essence if all of the needed work is to be completed to prepare for the start of the service, which is currently targeted to begin in summer of 2015;

Therefore, the Parties agree as follows:

Article II, Statement of Work

Communications

The Fresno COG will designate a person or persons that will be the primary contact point for the YARTS Transit Manager to conduct business with, during the normal planning and operation of the service.

Funding/Billing

The Fresno COG and YARTS will work together to identify and secure funding sources for the project, for operations, marketing/administration and capital projects, but funding of the project ultimately rests with the Fresno COG as the project sponsor.

YARTS will continue to work with the National Park Service to assure the funding that was committed to YARTS for this service.

YARTS will continue to work with Amtrak toward the goal of establishing Amtrak Thruway service and, if possible, contracting in a way that will produce revenue to the project.

YARTS will pursue the interest of the Chukchansi Gold Resort and Casino in being a funding partner for the project.

YARTS will conduct bookkeeping that will track all expenses for this project, including staff time and direct expenses.

In preparing for the start of the service, YARTS will review the conceptual fare structure in the draft service plan and recommend a final fare plan with the intent of producing fare box recovery in keeping with other YARTS operations.

YARTS will bill the Fresno COG in a timely manner for work performed and direct costs, no more frequently than monthly, and the Fresno COG will respond with payment within 30 days of receipt of the invoice.

All of the costs of the planning and operation of the service will be borne by the Fresno COG and there will be no expense to YARTS from the project.

Route and scheduling

YARTS will move the draft service plan beyond the concept status and do field testing of the routing and schedule as proposed in the Draft Service Plan including a proposed schedule for the COG approval.

YARTS will work with the Fresno COG to confirm the bus stop locations in the city of Fresno, along the Hwy 41 corridor, and specifically in Oakhurst and establish permission from the property owner for the use of each. This work will include approvals from Caltrans as appropriate.

YARTS will assemble a list of suggested capital projects for the route to be submitted to the COG for funding.

Administration/Marketing

The YARTS Short Range Transit Plan (SRTP) generally guides the course of YARTS decision making. YARTS would want to use that document for guidance wherever possible in the work of starting the Hwy 41 service.

Marketing of the Hwy 41 service should start as soon as the necessary funding is identified and approved for the project. The Fresno/Clovis Convention & Visitors Bureau, and their lodging members, would be a prime starting point for this effort as would the Fresno Airport and the Yosemite concessionaire, Delaware North Corporation. Marketing in Madera County will also be of prime importance.

The existing YARTS web site and social media effort can be added to the marketing efforts with minimum effort or expense to great effect.

YARTS will work with Yosemite management to help with the announcements regarding the new service and possibly in the “ribbon cutting” at the actual start of service.

Staff time and travel expenses will be billed to the Fresno COG at the same rate as YARTS pays to Merced County Association of Governments (MCAG).

This MOU will remain in force and effect until cancelled by either party with 30-day written notice, or until replaced by a formal contract between the parties.

MEMORANDUM

DATE: APRIL 2, 2014

TO: YARTS AUTHORITY ADVISORY COMMITTEE

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: ELECTION OF OFFICERS FOR FISCAL YEAR 2014/2015

Article V, Section 4 of the YARTS Authority Advisory Committee By-laws provides for the election of officers at the last regular meeting preceding July 1 of each year. As this will likely be the last scheduled meeting of this fiscal year, a new Chair and Vice Chair need to be elected.

The new officers will assume office effective July 1, 2014 and serve for one year.

REQUESTED ACTION

Elect a Chair and Vice-Chair for Fiscal Year 2014/2015.