



Lisa Davey-Bates, Executive Director
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(707) 263-7868

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P.O. Box 698
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DATE: November 4, 2020
TIME: 9:30 a.m. (or as soon thereafter as the Lake Area Planning Council Meeting Adjourns)
PLACE: Audioconference
Dial-in number: 1 (669) 900-6833 / Meeting ID: 917 4106 9633# Passcode: 925175

***Zoom link provided to Board Members in distribution email and to public by request.**

In accordance with the modified Brown Act Requirements established by Governor Newsom's Executive Order N-29-20, and to facilitate Social Distancing due to COVID-19, Lake Transit Authority's Board meeting will be by audioconference. Public comments will be available during Wednesday's meeting on any agenda item. Please send comments to our Board Secretary, Charlene Parker, at cparker@dbcteam.net and note the agenda item number being addressed. Oral comments will also be accepted by telephone during the meeting when public comment is invited by the Chair.

1. Call Meeting to Order
2. Roll Call

PUBLIC EXPRESSION

3. Public input on any unmet transit need or any other item within the jurisdiction of this agency, but which is not otherwise on the above agenda

CONSENT CALENDAR

4. Approval of Minutes of the September 9, 2020 meeting
Review and proposed approval

REGULAR CALENDAR

5. Resolution No. 2020-21-03 Authorizing the Executive Director to Submit and Execute Any and All Grant Applications, Agreements, Certifications and Assurances, and Any Other Documents Necessary to Obtain Financial Assistance Provided by the California State Transportation Agency (CalSTA) Under the Cap and Trade Program
Review and proposed approval

REPORTS

6. LTA Meetings Report
7. LTA Program Manager's Report
8. Paratransit Services' Report
9. Lake Links Update
10. Announcements

ADJOURN

PUBLIC EXPRESSION

Any member of the public may speak on any agenda item when recognized by the Chair for a time period, not to exceed 3 minutes per person and not more than 10 minutes per subject, prior to the Public Agency taking action on that agenda item.

AMERICANS WITH DISABILITIES ACT (ADA) REQUESTS

To request disability-related modifications or accommodations for accessible locations or meeting materials in alternative formats (as allowed under Section 12132 of the ADA) please contact the Lake Transit Authority Administrative office at (707) 263-7868, at least 72 hours before the meeting.

ADDITIONS TO AGENDA

The Brown Act, Section 54954.2, states that the Board may take action on off-agenda items when:

- a) a majority vote determines that an “emergency situation” exists as defined in Section 54956.5, **or**
- b) a two-thirds vote of the body, or a unanimous vote of those present, determines that there is a need to take immediate action and the need for action arose after the agenda was legally posted, **or**
- c) the item was continued from a prior, legally posted meeting not more than five calendar days before this meeting.

CLOSED SESSION

If agendized, Lake Transit Authority may adjourn to a closed session to consider litigation or personnel matters (i.e. contractor agreements). Discussion of litigation or pending litigation may be held in closed session by authority of Govt. Code Section 54956.9; discussion of personnel matters by authority of Govt. Code Section 54957.

POSTED: October 29, 2020



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LAKE TRANSIT AUTHORITY

(DRAFT) MEETING MINUTES

Wednesday, September 9, 2020

Location: Audioconference (in response to "Shelter-in-Place" directive)

Present

Bruno Sabatier, Supervisor, County of Lake
Russ Cremer, City Council, City of Clearlake
Stacey Mattina, City Council Member, City of Lakeport
Kenneth Parlet, Council Member, City of Lakeport
Moke Simon, County of Lake
Chuck Leonard, Member at Large
Russell Perdock, City of Clearlake

Absent

Vacant Position, Member at Large

Also Present

Lisa Davey-Bates, Executive Director – Lake Transit Authority
James Sookne, Program Manager – Lake Transit Authority
Alexis Pedrotti, Project Manager – Lake Transit Authority
Charlene Parker, Admin. Staff – Lake Transit Authority
John Speka, Planning Staff – Lake APC
Danielle Casey, Planning Staff – Lake APC
Wanda Gray – Paratransit Services
Clarissa Kincy, Mobility Programs Manager – Lake Links

1. **Call Meeting to Order**

Chair Mattina called the meeting to order at 10:56 am.

2. **Roll Call**

Secretary Charlene Parker called roll. Members present: Sabatier, Cremer, Mattina, Simon, Parlet and Leonard.

PUBLIC EXPRESSION

3. **Public input on any unmet transit need or any other item within the jurisdiction of this agency, but which is not otherwise on the above agenda**

Chair Mattina requested Public Comments including any written comments. No public comments were presented.

CONSENT CALENDAR

4. Approval of Minutes of the August 5, 2020 meeting (Draft)

Director Sabatier made a motion to approve the Minutes of August 5, 2020, as presented. The motion was seconded by Director Simon and carried unanimously.

Roll Call Vote: Ayes (6) – Directors Sabatier, Cremer, Mattina, Parlet, Simon, and Leonard; Noes (0); Abstain (0); Absent (2) – Director Perdock and Vacant Member-at-Large.

Director Perdock joined the meeting at 11:00.

REGULAR CALENDAR

5. Fiscal Year 2020/21 Budget Amendment No. 1

James Sookne stated that the first amendment to the 2020/21 LTA Operations and Capital Budget and staff report were included in the packet. James reported that the amendment allows for carryover funds to be incorporated into the new fiscal year. James mentioned that there were a few changes to the final budget that was adopted in June. These changes include a 41.2% decrease in State Transit Assistance funds and an increase of 4.5% in State of Good Repair funds. James noted that the amendment also included the addition of the CARES Act -Phase 1 5311(f) funds in the amount of \$243,503 and \$786,640 for CARES ACT – Phase 2 5311 funds. While updating the Board of the amendment changes, he noticed that the 2021 State of Good Repair Fund Estimate was not included and noted that he would make that adjustment.

Chair Mattina requested any comments regarding the Fiscal Year 2020/21 Budget Amendment No. 1 of the 2020/21 LTA Operations and Capital Budget. No comments were presented.

Director Sabatier made a motion to approve the Fiscal Year 2020/21 Budget Amendment No 1, as amended. The motion was seconded by Director Cremer and carried unanimously.

Roll Call Vote: Ayes (7) – Directors Sabatier, Cremer, Mattina, Simon, Parlet, Leonard, and Perdock; Noes (0); Abstain (0); Absent (1) – Vacant Member-at-Large.

6. Annual Report

James referenced the Annual Report in the agenda packet. He stated that the overall system ridership for the year was down about 18% from last year. James explained that this considerable decrease was expected due to the COVID-19 pandemic. James reported that revenue has declined about 11.5%. Passengers per hour has also declined by 7.4%. James noted that the cost per hour was up about 6% and passenger fares were down. The declines in ridership, revenue hours, and passengers per hour can be attributed to the ongoing COVID-19 pandemic. James also discussed the fact that Lake Transit purchased three new buses and added two new hydraulic lifts in the maintenance shop. He stated that staff continues to monitor ridership and expects Local Transportation Funds (LTF) and State Transit Assistance (STA) revenues to decline as the economy continues to feel the financial impact of the pandemic. He noted that the CARES Act funds will help sustain the system during these uncertain times.

Director Sabatier questioned if the local service routes were functioning fairly well and the longer-range service routes were where we are seeing the most reduction. James replied that ridership was still extremely low, however some routes are starting to see small increases. As an example, Clearlake, the most populated and transit dependent City in the County, has had a slight increase. James explained that ridership on Routes 10 and 11 was still down significantly from last year however not as bad as Route 3, the longer-range route from Clearlake to Deer Park. Director

Sabatier asked if there were any foreseeable changes to routes. James stated that we do not anticipate further reductions, however ridership was still low and does not justify restored service at this time.

Chair Mattina requested any comments regarding the Annual Report. No comments were presented.

Director Sabatier made a motion to approve the Annual Report, as presented. The motion was seconded by Director Perdock and carried unanimously.

Roll Call Vote: Ayes (7) – Directors Sabatier, Cremer, Mattina, Simon, Parlet, Leonard, and Perdock; Noes (0); Abstain (0); Absent (1) – Vacant Member-at-Large.

7. RAH Consulting Offer in Compromise with Lake Transit Authority

Lisa Davey-Bates reported that at the August 2020 LTA Board meeting staff informed the Board that Rick Hamilton, RAH Outdoor, had not made the July payment towards the repayment agreement he had made with the LTA Board. At that time, the Board directed staff to bring the item to the next Board meeting for action if payment was not received. Lisa gave a brief history and reminded the Board that in 2017 both parties agreed upon an arrangement of monthly payments of \$400.00 with the contingency that if after 30 days of one missed payment staff would immediately inform the Board and, if directed, would then turn the debt over to a collection agency. Lisa stated that on August 14, Mr. Hamilton, reached out via email regarding an offer of compromise. Mr. Hamilton acknowledged that he was late in making the July and August payments and requested an appointment to discuss the matter. On August 31, 2020, Rick proposed to put the situation to rest and offered \$1,750.00 as an offer in compromise and asked the remainder owed in the amount of \$1,018.79 be forgiven. In his email he stated that he would not be able to attend the September 9, 2020 LTA Board meeting because he had a medical appointment but could be available if needed in October for a discussion. Lisa reported that the total amount originally owed was \$16,209.38 with \$15,437.50 principal \$771.88 in penalties. Lisa explained that through June 2020, he had paid back the principal, penalties as well as a significant amount of interest. She reported that he had paid a total of \$20,103.75 and had a balance to \$2,768.79. Lisa stated that If LTA honored the offer in compromise of \$1,750.00 proposed by Mr. Hamilton, there would be two options for the remainder due to Lake Transit Authority in the amount of \$1018.79 – 1) seek out a collection agency to pursue the remainder of the debt due, or 2) forgive the balance of interest due. Lisa opened the floor for a discussion.

The Board discussed in detail the ongoing matter with Mr. Hamilton. There was concern that Mr. Hamilton had kept money that belonged to LTA and that it would set a precedent if he was not held fully accountable. Several members agreed that that LTA would likely receive less than \$1750.00 in the end if we pursued the entire amount due because of staff time spent and money lost for fees that would be due to a collection agency. Director Mattina asked if collections were the only option. Lisa Davey-Bates noted that the Board could seek legal advice, however, Mr. Hamilton only verbally agreed to make payments. Lisa also requested that the Board not take action based on personal feelings from past experiences with Mr. Hamilton. Director Sabatier stated that with \$20,103.75 already paid and the \$1,750.00 final payment he has paid over \$5,000 interest and expressed the Board should consider a final payment or collections if the final payment was not received by a specific date. The group discussed the collection process and ultimately decided that it would be in LTA's best interest to accept the compromise and never do business with RHA Outdoor again.

Wanda Gray indicated that LTA staff could contact Caltrans to add RHA Outdoor to the list of banned consultants through the California Department of Transportation Debarment and Suspension process.

Chair Mattina requested any comments regarding the RAH Consulting offer in compromise with Lake Transit Authority. No comments were presented.

Director Sabatier made a motion to accept the offer in compromise submitted by Rick Hamilton of RAH Consulting in the amount of \$1,750.00 and forgive the remaining amount of \$1,018.79. This includes a caveat stating if payment was not received by November 1, 2020, any remaining debt would be turned over to collections. He further directed staff to pursue adding RAH Consulting to the list of banned contractors. The motion was seconded by Director Parlet and the motion was passed by the following votes:

Roll Call Vote: Ayes (6) – Directors Sabatier, Cremer, Mattina, Simon, Parlet, and Perdock; Noes (1) – Director Leonard; Abstain (0); Absent (1) – Vacant Member-at-Large.

8. Release of 5310 Vehicles to People Services

James reported that originally LTA purchased three vehicles identified as 1406, 1407, and 1408 for the Live Oak Senior Center with FTA Section 5310 funds. The Senior Center was unable to utilize the vehicles and LTA placed those three vehicles with other 5310-eligible agencies to ensure they would be used and not returned to the State. Caltrans was listed as a lienholder on the titles. Last month, LTA received the necessary paperwork from Caltrans removing them as the lienholder for all the vehicles. After receiving the paperwork, staff contacted People Services to see if they were interested in taking ownership of the vehicles they are currently using. They were willing to transfer title on all of the buses that LTA would be willing to release. Staff was hopeful that the Board would provide direction to transfer the above-mentioned titles to People Services, Inc.

Chair Mattina requested any comments regarding the Release of 5310 Vehicles to People Services. No comments were presented.

Director Cremer made a motion to approve the Release of the six 5310 Vehicles to People Services, as presented. The motion was seconded by Director Simon and carried unanimously.

Roll Call Vote: Ayes (7) – Directors Sabatier, Cremer, Mattina, Simon, Parlet, Leonard, and Perdock; Noes (0); Abstain (0); Absent (1) – Vacant Member-at-Large.

9. Reso Resolution No. 2020-21-02 Approving the Project List for FY 2020/21 for the California State of Good Repair Program

James Sookne reported that the estimated State of Good Repair (SGR) funds available to Lake Transit for this fiscal year amount to \$99,867. James explained that in June 2020, the APC and LTA Boards approved the re-allocation of previously approved SGR funds towards the Lakeshore Drive Bus Pull-Out project. The proposed projects for FY 20/21 are described in the attached revised project list. James stated that the only change was that staff recommends that the FY 20/21 funds be allocated towards the purchase of three new buses.

Chair Mattina requested any comments regarding the Resolution No. 2020-21-02 Approving the Project List for FY 2020/21 for the California State of Good Repair Program. No comments were presented.

Director Sabatier made a motion to approve the Resolution No. 2020-21-02 Approving the Project List for FY 2020/21 for the California State of Good Repair Program, as presented. The motion was seconded by Director Cremer and carried unanimously.

Roll Call Vote: Ayes (7) – Directors Sabatier, Cremer, Mattina, Simon, Parlet, Leonard, and Perdock; Noes (0); Abstain (0); Absent (1) – Vacant Member-at-Large.

10. Change in Legal Counsel

Lisa Davey-Bates provided background of the relationship that the Lake APC and LTA had with William “Bill” Kranz, and that the Board had historically used him for any legal services because he was so familiar with the process, which provided significant cost savings every year. Lisa noted that Bill was retiring and that there was a need to secure legal counsel. Lisa had met with Derek Cole, of Cole Huber LLP, who has worked with Mendocino Council of Governments and other local agencies around the state and gave him the opportunity to introduce himself to the Board. A draft contract was provided, and Lisa suggested that the Board consider the agreement which would allow him to represent the APC as well as the transit authority.

Director Sabatier asked if he was willing to bill with 1/10th hour increments for the LTA as well. Director Cremer questioned if the built-in retainer portion of the contract would be the same for both agencies. Mr. Cole noted that the contract was a standard template and that he would allow billing to the 1/10th of an hour and that a retainer would not be necessary. He further noted that he would clarify that in the final proposal. Lisa noted that the contracts would be the same for both APC and LTA.

Chair Mattina requested any comments regarding the Change in Legal Counsel. No comments were presented.

Director Cremer made a motion to approve the Change in Legal Counsel and accept the contract between APC and Cole Huber LLP, as amended. The motion was seconded by Director Sabatier and carried unanimously.

Roll Call Vote: Ayes (7) – Directors Sabatier, Cremer, Mattina, Simon, Parlet, Leonard, and Perdock; Noes (0); Abstain (0); Absent (1) – Vacant Member-at-Large.

REPORTS

11. Meetings Report

No questions

12. Transit Coordinator’s Report

a) Transit and Intercity Rail Capital Program Update

James reported that LTA staff has a kick-off meeting scheduled on September 16th with Caltrans and the California State Transportation Agency (CalSTA).

b) COVID-19 Effects on the System

James reported that the transit system continues to see an average weekly decline in ridership of approximately 63%, with individual routes experiencing weekly averages varying between 47% and 84% lower than last year. James stated that staff would continue to monitor ridership data and current COVID-19 conditions and would adjust service levels as appropriate.

c) Bus Pull-Out in Clearlake

James reported that bid opening for the bus pull-out on Lakeshore Drive adjacent to Austin Park in the City of Clearlake was on August 20. James stated that two bids were received, one of which was deemed non-responsive. A third bid was submitted late and therefore that bid was given back to the contractor, unopened. The lowest responsive bidder was a bid of \$168,710. City staff

recommended rejecting all bids at this time and rebidding it in the future. LTA staff agreed with the City and will work with them to get the project constructed.

d) Bus Pull-Out in Clearlake

James reported that LTA staff was recently contacted by the Lake County Tribal Health Consortium (LCTHC) about their future Southshore Health Clinic to be located on Olympic Drive in Clearlake. James explained that the design of the new clinic includes a bus pullout along Olympic. James explained that although there are existing bus stops on Olympic Drive approximately 600 feet to the east and west of the proposed pull-out, staff feels like the addition of this new stop will be warranted given the new trip generator and the safety aspects of a pull-out. Staff will evaluate usage of the existing stops after this project was constructed to see if they are still necessary. James has included a preliminary design in the packet for reference.

Director Cremer asked if staff plans to remove the bus stop on the west corner by tribal Health because it was not very safe bus stop. James stated that staff was considering that option because the bus stop was right on the curve.

e) Miscellaneous

James announced that 12 buses went up for auction and staff just wants to get the amount it cost to remove the advertisements. James stated that to date there were bids on two of the buses and staff needed to work out the details.

13. Paratransit Services Report

Wanda Gray reported that Paratransit Services was in the process of training two new drivers. Wanda stated that as James said there was a drop in ridership. Wanda reported that staff had requested law enforcement assistance/response for an incident where the customer was seeking help from our driver in a human trafficking situation and the customer needed medical assistance. Wanda explained that staff was trained on how to handle this type of situation. Wanda stated that due to the lack of ridership, NEMT out-of-county routes have reverted back to the demand response service since the fixed route service had not gained traction as hoped to Ukiah and Santa Rosa. Wanda reported that Paratransit has continued to work in partnership with the Lakeport Senior Center with meal delivery service Monday through Thursday. Wanda stated that staff continues to engage in all safety precautions for the facility staff and customers and no COVID-19 incidents have been reported. Director Sabatier stated that with the college closed

Director Sabatier stated that the bus drivers were doing a great job with the COVID-19 requirements and he was pleased to learn that your staff could be a liaison for people that need help for the Human Trafficking issue. Wanda stated that we have posted posters on the buses on how to be discreet and staff has taken additional classes because Human Trafficking was a national transit issue.

Director Sabatier wanted to know if it was possible to alter the free college funding to the current needs, such as senior centers, because the in-person classes were cancelled. James stated that he would bring that back to the Board.

14. Lake Links Update

a. Mobility Manager's Report

Clarissa gave a brief update on the Pay-Your-Pal program stating that it was staying steady with an averaging of 50 riders per month. Clarissa provided an update on the Medi-Links program and stated that it reverted back to "Door-to Door" service and that change would allow the program to function under the current funding guidelines. Clarissa was happy to report that staff has the opportunity to

have a presence at the Heroes of Health and Safety Fair in October and that the Medi-Links vehicle will be a part of the Lake Links display to show the future riders the benefits of our service.

b. Miscellaneous

None

15. Announcements

Chair Mattina requested Public Comments including any written comments. No public comments were presented.

ADJOURN

Chair Mattina adjourned the Lake Transit Authority meeting at 11:54 PM.

Respectfully Submitted,

DRAFT

Charlene Parker, Secretary



LAKE TRANSIT AUTHORITY STAFF REPORT

TITLE: TIRCP Update and Resolution

DATE PREPARED: October 28, 2020

MEETING DATE: November 4, 2020

SUBMITTED BY: James Sookne, Program Manager

BACKGROUND:

On September 16, LTA staff met participated in a kick-off meeting with Caltrans and the California State Transportation Agency where we discussed the project scope, timeline, and general program procedures. Since that time, staff has worked with Caltrans to submit an allocation request for \$250,000 to complete the environmental work for the project. The request will go before the California Transportation Commission (CTC) at their December meeting.

One of the initial steps with this program is to execute a Master Agreement (MA) with Caltrans specific to the TIRCP. Prior to execution of the MA, a Board resolution must be passed authorizing the executive director to submit and execute any and all grant documents necessary for the project. The MA template has been attached for reference. Once the MA is fully executed, staff will work with Caltrans to execute a Program Supplement Agreement (PSA) which will be specific to the activities funded by a single allocation. The MA and PSA must be executed prior to any grant reimbursement.

Staff will be available at the Board meeting to answer any questions.

ACTION REQUIRED: Approval of Resolution 2020-21-03 Authorizing the Executive Director to Submit and Execute Any and All Grant Applications, Agreements, Certifications and Assurances, and Any Other Documents Necessary to Obtain Financial Assistance Provided by the California State Transportation Agency (CalSTA) Under the Cap and Trade Program.

ALTERNATIVES: None identified.

RECOMMENDATION: Approval of Resolution 2020-21-03 Authorizing the Executive Director to Submit and Execute Any and All Grant Applications, Agreements, Certifications and Assurances, and Any Other Documents Necessary to Obtain Financial Assistance Provided by the California State Transportation Agency (CalSTA) Under the Cap and Trade Program.

**LAKE TRANSIT AUTHORITY
RESOLUTION #2020-21-03**

**APPROVE RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO
SUBMIT AND EXECUTE ANY AND ALL GRANT APPLICATIONS, AGREEMENTS,
CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS
NECESSARY TO OBTAIN FINANCIAL ASSISTANCE PROVIDED BY THE
CALIFORNIA STATE TRANSPORTATION AGENCY (CALSTA) UNDER THE CAP
AND TRADE PROGRAM**

WHEREAS, the California State Transportation Agency will administer the Transit and Intercity Rail Capital and Low Carbon Transit Operations Programs to eligible grantees for transportation improvement and greenhouse gas reduction projects; and

WHEREAS, Lake Transit Authority (LTA) is an eligible grantee for Cap and Trade funding; and

WHEREAS, the California State Transportation Agency requires a resolution from the governing board in order to receive the funds and that LTA will abide by the terms that go with this grant; and

NOW, THEREFORE, BE IT RESOLVED by the Board Directors of the Lake Transit Authority that the Executive Director is hereby authorized to file and execute grant applications, grant agreements, certifications, assurances and other documents as may be necessary for obtaining federal financial assistance provided by the California State Transportation Agency following all required rules and terms.

Adoption of this Resolution was moved by Director _____, seconded by Director _____, and carried on this 4th day of November 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

**WHEREUPON, THE CHAIRMAN DECLARED THE RESOLUTION ADOPTED,
AND SO ORDERED.**

ATTEST: Charlene Parker
Secretary

Stacey Mattina
Chair

California State Transportation Agency
Transit and Intercity Rail Capital Program

Grant Recipient:

Lake Transit Authority

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation
Division of Rail and Mass Transportation
1120 N Street, Room 3300
P.O. Box 942874, MS-39
Sacramento, California 94274-0001

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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Effective Date of this Agreement: November 4th, 2020

Termination Date of this Agreement: **Month Date, Year**

Recipient: Lake Transit Authority

Application Funding: The Greenhouse Gas Reduction Fund and Senate Bill 1 Fund are the applicable funding source covered by this Agreement and will identified in each specific Program Supplement, adopting the terms of this Agreement.

RECITALS

1. WHEREAS, The Global Warming Solutions Act of 2006 (the “ACT”) (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. AB 32 requires California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.
2. WHEREAS, the Cap-and-Trade Program is a key element in California’s climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California’s greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.
3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of AB 32.
4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).

5. WHEREAS, TIRCP is one of several programs funded as part of the 2014-2015 State of California Budget (Senate Bill 852 and Senate Bill 862), and implemented pursuant to Public Resources Code section 75220 et seq and Health and Safety Code section 39719 et seq.
6. WHEREAS, as directed by the ACT, CalSTA established TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.
7. WHEREAS, Recipient has submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.
8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.
9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:
10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

ARTICLE I - DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

- 1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "ACT") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California.
- 1.2 "Agreement" shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.
- 1.3 "Award Agreement" shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.
- 1.4 "California Department of Transportation" or "Caltrans" or "Department" means the State of California, acting by and through its Department of Transportation of the State of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 “California Transportation Commission” or “CTC” shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 “Effective Date” means the date set forth on page 4 of this Agreement.

1.7 “Greenhouse Gas Reduction Funds” or “GGRF” shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.8 “Senate Bill 1” or “SB 1” shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.9 “Overall Funding Plan” has the meaning set forth in Article II, Section 2(A)(5)(c).

1.10 “Program Guidelines” shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.11 “Program Supplement” shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.12 “Program Supplement Last Expenditure Date” and refers to the last date for Recipient to incur valid Project costs or credits.

1.13 “Program Supplement Termination” shall occur when the Recipient’s obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

1.14 “Project” shall mean the project identified in Recipient’s application.

1.15 “Project Closeout Report” shall have the meaning set forth in Article II, Section 3(B).

1.16 “Project Financial Plan” shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.17 “Progress Payment Invoice” shall have the meaning set forth in Article II, Section 3A.

1.18 “Project Schedule” has the meaning set forth in Article II, Section 2(A)(5)(b).

1.19 “Scope of Work” has the meaning set forth in Article II, Section 2(A)(5)(a).

1.20 “Secretary” shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.21 “State” shall mean the State of California.

1.22 “TIRCP Projects” shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION

Section 1. TIRCP Projects and Project Management

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of GGRF or SB 1 Funds (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State’s Project Administrator:

Department of Transportation

Unit Manager Name

Branch Chief [Or other Title],

Branch Name

Phone: [Enter Phone #]

Email: [firstname.lastname@dot.ca.gov]

Recipient’s Project Administrator:

Lake Transit Authority

Lisa Davey-Bates

Executive Director

(707) 263-7868

ldaveybates@dbcteam.net

Section 2. Program Supplement

A. General

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as “Program Supplement,” adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.

2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.

3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.
4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.
5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.
 - a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.
 - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
 - c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
 - d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to GGRF and SB 1 Funds allocated for the Project Component.
6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.
7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.
8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend

the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF and SB 1 funds is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings and Project Completion*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

3. Program supplements will indicate the Project or Component proration of funding match.

4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

D. Scope of Work

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF and SB1 Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.

3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

E. Program Supplement Amendments

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

Section 3. Allowable Costs and Payments

A. Allowable Costs and Progress Payment Invoice

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.

2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF and SB 1 Funds (including those of Recipient and third parties)

and will specify the percent of State reimbursement requested and the GGRF and SB 1 Funds source.

B. *Final Invoice*

The Program Supplement Last Expenditure Dates(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180th) day following the Project Last Expenditure Date.

ARTICLE III – GENERAL PROVISIONS

Section 1. Funding

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is

authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. *Reporting Requirements*

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information;

a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB);

a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and

e. The project duration as compared to the project schedule in the project application.

Section 3. Special Requirements

A. California Transportation Commission Resolutions

1. Recipient shall adhere to applicable CTC policies on “Timely Use of Funds” as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF and SB 1 Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF and SB 1 funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

B. Recipient Resolution

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this

Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. *Termination*

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. *Disputes*

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including,

if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. Miscellaneous Provisions

A. *Successor Acts*

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Rail and Mass Transportation

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Rail and Mass Transit TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

Lake Transit Authority

525 S. Main Street, Suite G

Ukiah, CA 95482

Attention: Lisa Davey-Bates

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

1. Recipient hereby represents and warrants to the Department that:

a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this

Agreement or to consummate the transactions contemplated thereby. The Agreements have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreements have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

The Agreements have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither

gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

[SIGNATURES TO FOLLOW]

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Lake Transit Authority

BY: _____
NAME
W. Kyle Gradinger
Division of Rail and Mass Transportation

BY: _____
Lisa Davey-Bates
Executive Director

DATE: _____

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Deputy Attorney

DATE: _____

APPENDIX A
TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION

**APPENDIX B
RECIPIENT'S RESOLUTION
(INSERT AGENCY BOARD RESOLUTION)**



LAKE TRANSIT AUTHORITY STAFF REPORT

TITLE: Meetings Attended by LTA Staff

DATE PREPARED: October 28, 2020

MEETING DATE: November 4, 2020

SUBMITTED BY: Lisa Davey-Bates, Executive Director

BACKGROUND:

Since our last Lake Transit Authority (LTA) meeting packet, staff has attended (or will have attended) the following statewide and local meetings on behalf of LTA:

1. LTA Meeting 9/9/20
Teleconference
(Davey-Bates, Pedrotti, Sookne, Speka, Casey, Parker)
2. Multi-Dept. Mass Care Shelter Planning Meeting 9/9/20
Zoom Meeting
(Davey-Bates, Sookne)
3. Lake Links Planning Meeting w/Clarissa 9/10/20
Clearlake
(Davey-Bates, Sookne)
4. LSC Transportation Consultants-LTA Survey 9/10/20
Clearlake
(Davey-Bates, Sookne)
5. Multi-Dept. Mass Care Shelter Planning Meeting 9/16/20
Zoom Meeting
(Davey-Bates, Sookne)
6. Transit and Intercity Rail Capital Program (TIRCP) Kick-off Meeting 9/16/20
Zoom Meeting
(Davey-Bates, Pedrotti, Sookne)
7. CalACT Transit Talks 9/16/20
Webinar
(Davey-Bates)
8. Coordination Meeting with Paratransit Services 9/17/20
Zoom Meeting
(Davey-Bates, Sookne)
9. Far North Transit Roundtable 9/21/20
Webinar
(Davey-Bates, Sookne)

LTA Staff Meeting Attendance

Meeting – November 4, 2020

- | | |
|---|----------|
| 10. Multi-Dept. Mass Care Shelter Planning Meeting
Zoom Meeting
(Davey-Bates) | 9/23/20 |
| 11. Far North Transit Roundtable
Webinar
(Davey-Bates, Sookne) | 9/28/20 |
| 12. Multi-Dept. Mass Care Shelter Planning Meeting
Zoom Meeting
(Davey-Bates) | 9/30/20 |
| 13. Community Food Drive Planning Meeting
Zoom Meeting
(Davey-Bates) | 9/30/20 |
| 14. Multi-Dept. Mass Care Shelter Planning Meeting
Zoom Meeting
(Davey-Bates, Sookne) | 10/7/20 |
| 15. Community Food Drive Planning Meeting
Zoom Meeting
(Davey-Bates) | 10/7/20 |
| 16. CARES Act Funds Planning Meeting
Zoom Meeting
(Davey-Bates, Pedrotti, Sookne) | 10/13/20 |
| 17. Transit and Intercity Rail Capital Program (TIRCP) Meeting
Zoom Meeting
(Davey-Bates, Pedrotti, Sookne) | 10/14/20 |
| 18. Multi-Dept. Mass Care Shelter Planning Meeting
Zoom Meeting
(Davey-Bates) | 10/14/20 |
| 19. Coordination Meeting with Paratransit Services
Zoom Meeting
(Davey-Bates, Sookne) | 10/15/20 |
| 20. Far North Transit Roundtable
Webinar
(Sookne) | 10/19/20 |
| 21. FTA 5310/CARES Act
Teleconference
(Davey-Bates, Sookne, Pedrotti) | 10/27/20 |

- | | |
|---|----------|
| 22. Coordination Meeting with Paratransit Services
Zoom Meeting
(Davey-Bates, Sookne) | 10/29/20 |
| 23. Far North Transit Roundtable
Webinar
(Davey-Bates, Sookne) | 11/2/20 |
| 24. CalACT Autumn Conference & Expo
Webinar
(Davey-Bates) | 11/3/20 |

I will provide information to Board members regarding the outcome of any of these meetings as requested.

ACTION REQUIRED: None.

ALTERNATIVES: None identified.

RECOMMENDATION: None. This is for your information only.



LAKE TRANSIT AUTHORITY STAFF REPORT

TITLE: Program Manager's Report

DATE PREPARED: October 28, 2020

MEETING DATE: November 4, 2020

SUBMITTED BY: James Sookne, Program Manager

COVID-19 UPDATE:

The transit system continues to see an average weekly decline in ridership of approximately 65%, with individual routes experiencing weekly averages varying between 50% and 84% lower than last year.

Staff will continue to monitor ridership data and current COVID-19 conditions and will adjust service levels as appropriate.

RAH UPDATE:

In September, the Board accepted the offer-in-compromise from Rick Hamilton to settle his debt and make one final payment of \$1,750 to Lake Transit Authority. A check in the amount of \$1,750 was received by LTA staff on October 14. The check was then sent to the Lake County Auditor's office on October 22 and it will be deposited in the bank on October 30.

BUS DISPOSAL:

Staff disposed of 12 old buses via auction in September for \$9,053. All of the vehicles were purchased by one party and, at the time of this report, they have removed 10 of the 12.

Staff will be available at the Board Meeting to answer any questions related to the matters above.

ACTION REQUIRED: None. Informational only.

ALTERNATIVES: None identified.

RECOMMENDATION: None. Informational only.



Memo

To: Lake Transit Authority
From: Lake Links, Clarissa Kincy

Mobility Report Agenda October 2020

1) Pay-Your-Pal Ride Assistance Program

- Utilization Update
 - 56 active riders per month
 - Scheduling 3-5 eligibility each week for new riders
- Areas of Opportunity
 - We are focusing on reaching out to the 35 inactive riders to discuss resuming the use of this service as most medical providers have re-opened.

PAY-YOUR-PAL UTILIZATION

<u>PERIOD</u>	<u># RIDERS</u>	<u># ONE-WAY TRIPS</u>	<u>TOTAL MILEAGE</u>	<u>TOTAL REIMBURSEMENT</u>
July 2020	53	586	10,113.40	\$4,050.36
August 2020	51	605	8,912.50	\$3,564.92
September 2020	56	657	12,930.40	\$4,882.72
FISCAL YTD July 2020-June 2021	160	1,848	31,956.30	\$12,498.00
FISCAL YTD July 2019-June 2020	561	4,601	101,312.60	\$36,824.33



2) Medi-Links: Out of County Medical Transportation

- Utilization Update
 - As of September 2020, we now have 41 active riders
 - As of July 2020, 15 new riders have joined our program for FY 2020-2021
- Areas of Opportunity
 - We are focusing on reaching out to the 35 inactive riders to discuss resuming the use of this service as most medical providers have re-opened.

MEDI-LINKS UTILIZATION

PERIOD	# SCHEDULED TRIPS	# COMPLETED TRIPS	# CANCELLED TRIPS
JULY 2020	8	8	0
AUGUST 2020	11	9	2*
September 2020	23	20	3
FISCAL YEAR 2020-2021	42	37	5
FISCAL YEAR 2019-2020	77	134	20

*Wildfire Cancellation

3) Heroes of Health & Safety Fair

- Participated in the Heroes of Health & Safety Fair on October 10th, 2020
- 175 participants were seen; 141 requested contact for more information
- Partnerships have been made with other county agencies who were in attendance as well as community residents who work for medical providers looking for medical transportation services for their clients