

TRANSIT DEVELOPMENT PLAN (TDP)

2022 UPDATE

Request for Proposal

Prepared by:



Lake Area Planning Council
525 South Main St., Suite B
Ukiah, CA 95482

Table of Contents

<u>Topic</u>	<u>Page</u>
I. Background	3
A. Area Profile	3
B. Organization and Management	3
C. Purpose	3
II. Project Description	4
III. Scope of Work	4
A. Responsible Parties	4
B. Project Tasks	4
C. APC Acknowledgement	8
IV. Proposal Requirements	8
A. Identification of Prospective Contractor	8
B. Management	8
C. Personnel	8
D. References	8
E. Subcontractors	8
F. Methodology	8
G. Schedule of Tasks	8
H. Budget	9
I. Signature	9
V. Contractor Arrangements	9
A. Response Review	9
B. Response Evaluation	9
C. Contract Award	10
VI. General Information	10
A. Proposal Submittal	10
B. Late Submittals	10
C. Modification or Withdrawal of Responses	10
D. Schedule	10
E. Property Rights	10
F. Amendments to Request for Proposals	11
G. Funding	11
H. Non-commitment of Lake APC	11
I. Public Domain	11
J. Questions	11
K. Conflict of Interest	11
L. Affirmative Action	12
M. Protest Procedures	12

Attachment A – Grant Application

Attachment B – Sample Contract

Attachment C – Protest Procedures

I. Background

A. Area Profile

Lake County lies within the coastal range of mountains approximately 100 miles north of San Francisco and 35 miles east of the Pacific Ocean. It is bounded by Mendocino County on the west, Sonoma and Napa Counties to the south, and Yolo, Colusa and Glenn Counties on the east. State Highway 20 connects the area with both U.S. 101 and Interstate 5. The County's most prominent geographical feature is Clear Lake, which covers approximately five percent of the County's land area. Portions of Lake County include public lands managed by the Department of Forestry, Bureau of Land Management, State Parks Department and other agencies. The largest income producing industries are agriculture, tourism, and geothermal development located in the mountainous terrain in the southwestern portion of the county.

The California Department of Finance estimates Lake County's population at 63,940 as of January 1, 2021. This includes a population of 45,173 within the unincorporated area of the County, 4,774 within the City of Lakeport, and 13,993 within the City of Clearlake. The population typically increases during the summer months with the influx of tourists as well as seasonal residents and employees. It has been estimated that 20 to 25 percent of the existing houses in the County are second/vacation homes and are occupied for only part of the year. In addition, there are seven tribes in Lake County of which five have land and four have established casinos.

Lake Transit is the sole public transit agency providing fixed route service in the region and Dial-a-Ride service in the communities of Clearlake and Lakeport, with inter-regional service to neighboring Napa and Mendocino Counties. The Consolidated Transportation Services Agency (CTSA) for the region, a non-profit organization known as Lake Links, provides limited Non-Emergency Medical Transportation (NEMT) services both within and outside of the County area.

B. Organization and Management

Transportation planning in Lake County is the responsibility of the Lake Area Planning Council (APC), the designated Regional Transportation Planning Agency (RTPA). Established in 1972, the Lake APC operates under a Joint Powers Agreement between local jurisdictions within the region. Three committees serve to advise the Lake APC. These are the Policy Advisory Committee (PAC), the Technical Advisory Committee (TAC), and the Social Services Transportation Advisory Council (SSTAC). The SSTAC was established in 1987 to assist the Lake APC in identifying transit needs that may be reasonable to meet by providing new or specialized public transportation services, or by expanding existing services.

C. Purpose

The Lake Area Planning Council is soliciting proposals for the preparation of a Transit Development Plan (TDP) update for the Lake County region. First adopted in 2008, the TDP has helped guide the development of transit services providing improved mobility for area residents and visitors.

II. Project Description

The region's large populations of ageing, disabled and economically disadvantaged residents relative to other areas of the State emphasizes the importance of the TDP. Given the evolving needs of transit users within the cities and county of the region, periodic updates are necessary in order to maximize mobility options for the noted populations. One need in particular calls for non-traditional (flexible and/or on-demand services), particularly for transit dependent users unable to access existing LTA facilities due to physical or scheduling related barriers. As such, the update will include an examination of feasible alternatives in this area.

III. Scope of Work

A. Responsible Parties

The Lake Area Planning Council (APC) will be the lead agency for this project. A project Technical Advisory Group (TAG) (composed of representatives from Lake APC, Lake Transit Authority, Lake Links, interested tribal governments and Caltrans) will be formed to assist with implementation. A transportation consultant will be procured through a competitive process to perform technical tasks under guidance of the TAG.

B. Project Tasks

Task 1: Coordination with Project Partners & Consultant

Task 1.1: Monthly Status Meetings: Lake APC, Consultant and Caltrans (project team) will hold monthly status meetings throughout the project.

Task 1.2: Technical Advisory Group: Form a Technical Advisory Group (TAG) to guide the project consisting of representatives from the Lake APC, Lake Transit Authority, Lake Links (CTSA), interested tribal governments, and Caltrans.

Task 1.3: Consultant/TAG Kick-off Meeting: Consultant will conduct a kick-off meeting with Lake APC, TAG, and Consultant to share contact information, develop lines of communication, clarify objectives of the project, and resolve remaining issues.

Task 1.4: TAG Meetings: Consultant will conduct meetings with TAG, as needed, throughout the course of the study and prepare agendas and minutes for TAG meetings.

Project team, TAG, stakeholder, and focus group meetings may be held virtually, via video and/or teleconference meetings. (May include travel costs if in-person activities allowed).

- Responsible Party: Consultant & APC**

Task	Deliverable
1.1	<i>Consultant/TAG Kickoff Meeting Agenda and Meeting Notes (Consultant); Travel Expenses</i>

1.2	<i>Monthly project team status meetings, agendas, meeting notes (Consultant); Travel Expenses</i>
1.3	<i>Technical Advisory Group (TAG) roster; TAG meetings, TAG agendas and minutes (Consultant); Travel Expenses</i>
1.4	<i>Stakeholder roster; stakeholder meetings; stakeholder agendas and meeting notes (Consultant); Travel Expenses</i>

Task 2: Data Collection

Task 2.1: Collect, Review, and Incorporate Relevant Data from Planning Documents or Other Sources: Consultant will gather and review existing data and policies pertaining to the region including, but not limited to, the current Transit Development Plan, Coordinated Plan, the Regional Transportation Plan, other related planning studies, development proposals, needs assessments, or community plans (e.g., local General Plans, Area Plans), and demographic and existing modeling data.

Task 2.2: Review Regional Transit System and Other Mobility Services: Consultant shall review all aspects of the regional transit system, including but not limited to, existing plans, demographic data, route information, boarding and alighting data, and other relevant information with respect to services provided by both Lake Transit Authority and the region's Consolidated Transportation Services Agency (CTSA), Lake Links. In addition, the consultant will review current "unmet transit needs" of the region as defined in the annual Unmet Needs process.

Task 2.3: Prepare a Detailed Bibliography of Material: Consultant will prepare a bibliography of documents, studies, and/or reports reviewed with a summary of their relevance to the project. The summary will be presented to the TAG for review and comment.

- **Responsible Party: Consultant (APC staff will assist with data collection and review all deliverables)**

Task	Deliverable
2.1	<i>List of plans and data reviewed (Consultant)</i>
2.2	<i>List of current operations and unmet needs reviewed (Consultant)</i>
2.3	<i>Data summary memo (May include travel costs if in-person activities allowed) (Consultant)</i>

Task 3: Public Participation and Community Outreach

Task 3.1: Develop a List of Stakeholders: With input from the Technical Advisory Group (TAG), the consultant will develop a list of stakeholders that are likely to be impacted or concerned with outcomes of the Plan. This list will help guide the community outreach process.

Task 3.2: Develop and Conduct Passenger and Stakeholder Surveys: The consultant will develop and conduct passenger and stakeholder surveys using both online and traditional methods and taking into consideration community diversity and the challenges of engaging normally hard-to-reach residents. As part of the research, the consultant will conduct interviews of key stakeholders such as transit service providers with a focus on the needs of transit dependent system users in the region.

Task 3.3: Conduct Stakeholder Meeting/Community Workshops: Consultant will conduct two Stakeholder Meeting/Community Workshops. The first will be to review currently available services to seek input on satisfaction and unmet service needs. The second workshop will take place when the Draft Plan is made available for public review and will include recommended options to meet unmet needs. Notes and comments and/or concerns will be recorded from the meetings and will be included in the overall analysis of transit needs for the region.

Consultant shall prepare all meeting and survey materials in English and Spanish. They will advertise workshops in the community, using a variety of outreach methods consistent with the Lake Area Planning Council Public Participation Plan. This may include social media and online surveys in addition to traditional outreach methods.

Task 3.4: Prepare a Memo Summarizing Findings: Consultant shall summarize the findings of the surveys and outreach to determine how well current needs are being met and where improvements are warranted. The results will be presented to the TAG for discussion, review, and comment.

- **Responsible Party: Consultant (APC staff will assist with and participate in the public outreach process)**

Task	Deliverable
3.1	<i>List of stakeholders; Advertising materials, news releases, surveys, etc. (Consultant)</i>
3.2	<i>Agendas and meeting notes, record of stakeholders and public comment (May include travel costs if in-person activities allowed) (Consultant)</i>
3.3	<i>Community Outreach Summary Memo (Consultant)</i>

Task 4: Transit Policy, Service, and Demand Analysis

Task 4.1: Develop Performance Standards: Consultant shall develop a set of performance standards by which to evaluate and measure the efficiency and effectiveness of current operations. This will include analyses of individual routes to determine where and what types of improvements may be needed.

Task 4.2: Prepare an Analysis of Transit Demand in the Region: Based on findings from stakeholder interviews, surveys, and other public outreach, the consultant will evaluate current transit demand in the region, and identify where improvements may be needed. As part of the

analysis, a financial evaluation (e.g., potential costs, savings, feasible revenue sources) shall be included. In addition, the consultant will look at possible alternatives to fixed-route service that might benefit transit dependent residents with respect to flexibility and accessibility to transit services. This may include micro-transit services, on-demand type services, Transportation Network Companies (TNCs), or other variations that could involve services beyond what LTA normally provides. The analyses shall be presented to the TAG for review and comment.

Task 4.3: Develop a Five-Year Operating Plan: Using the completed analyses, the consultant shall develop a five-year operating plan for routes and services, including cost projections, expected revenues and expenses, and relevant funding information. Based on this, regional transportation agencies (i.e., Lake APC, LTA, Lake Links, etc.) will pursue funding to implement the plan's recommendations.

Responsible Party: Consultant (APC staff will review the analyses provided by the consultant)

Task	Deliverable
4.1	<i>Memo Summary of review and analyses; Draft Five-Year Operating Plan; Agenda and Meeting Notes (May include travel costs if in-person activities allowed) (Consultant)</i>

Task 5: Draft and Final Transit Development Plan

Task 5.1: Prepare Draft and Final Transit Development Plan: Consultant shall prepare a Draft Transit Development Plan (TDP) using the findings, objectives, and strategies developed in previous tasks that will identify and prioritize needed improvements to the region's public transportation system. Once completed, it will be presented to the TAG for review and comment. The Draft TDP will also be presented to the Social Services Transportation Advisory Council (SSTAC) for review and comment. Following review by the SSTAC, the consultant shall present the Draft TDP to the Lake Transit Authority (LTA) Board for review and comment. After incorporating comments from the SSTAC and LTA, the consultant shall present the Draft at a public meeting of the Lake APC Board for comment and possible adoption. Following adoption by the APC Board, the consultant shall prepare 10 bound copies, as well as an electronic copy of the final product and appendices, and deliver to the Lake Area Planning Council.

- **Responsible Party: Consultant (APC staff will review the draft and final versions of the TDP)**

Task	Deliverable
5.1	<i>Draft TDP; Notes from presentations to the SSTAC, LTA and APC Boards; Final copies of the Plan (May include travel costs if in-person activities allowed) (Consultant)</i>

C. APC Acknowledgment

The following acknowledgment of participation must appear on the cover or title page of a final report due to the Area Planning Council at the conclusion of this project:

"The preparation of this report was funded through the Lake Area Planning Council's 2021/22 Regional Transportation Planning Work Program, Work Element 615."

IV. Proposal Requirements

Each proposal shall contain at a minimum:

A. Identification of Prospective Contractor

The proposal shall include the name of the individual or firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired.

B. Management

The prospective contractor shall designate by name the project manager to be employed. The selected contractor shall not cause the substitution of the project manager without prior approval of the Lake Area Planning Council.

C. Personnel

The prospective contractor shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resume for each professional, a statement indicating how many hours each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior approval of the Lake Area Planning Council.

D. References

The prospective contractor shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

E. Subcontractors

If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal.

F. Methodology

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

G. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverable. The schedule shall be consistent with the grant timeline (*Attachment A*).

H. Budget

The prospective contractor shall prepare a detailed budget for the work to be performed. The budget shall itemize all items that will be charged to the project. Costs shall be segregated to show (by task) hours, and fully weighted rates, however, the methodology for calculating the fully weighted rates must be shown (e.g. overhead rate, fringe, etc.). The prospective contractor may not markup subcontracts. The breakdown of subcontract costs shall follow the same format as for the prime contractor. The budget shall be consistent with the funding and timeline information included in the grant application (*Attachment A*). As discussed under Sections V. *Contract Arrangements* and VI. G. *Funding*, this project is subject to state and federal rules and procedures regarding contracting.

I. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the contract.

V. Contract Arrangements

A. Response Review

Each response will be reviewed to determine if it meets the requirements contained in the Request for Proposals. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

Lake APC may reject any proposal if it is conditional, incomplete, or contains irregularities. Lake APC may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the respondent from full compliance with the contract requirements if the proposer is awarded the contract.

B. Response Evaluation

Responses will be evaluated according to how well individual criteria have been met. In certain cases, follow up interviews may be requested prior to selection, although Lake APC reserves the right to select a consultant based solely on written proposals. In the event of an interview, a separate score (from 1-20) will be used to rank oral responses, which will be judged according to project understanding and approach. Overall, evaluation will focus on the comprehensive nature of the proposal (thoroughness of responses, knowledge of local conditions, etc.) and will be based on the following criteria:

<u>Criterion</u>	<u>Weight</u>
1. Approach to tasks and duties (scope)	30%
2. Cost of proposal, including budget/resource allocation	30%
3. Experience relevant to tasks and duties	20%
4. Qualifications, Education and training	10%
5. General Experience	10%

C. Contract Award

A contract will be negotiated with the individual or firm determined in the evaluation process to be best suited to perform this project. Lake APC is expected to award a contract by **February 16, 2022.**

If a contract cannot be negotiated with the individual or firm submitting the highest rated response which is in the best interests of the Lake APC, then staff shall commence the negotiation process with the individual or firm submitting the second highest rated response. The contract will include all State and/or Federal requirements that “flow down” from the grant. An example of language that may be included in a contract is attached as Attachment B.

VI. General Information

A. Proposal Submittal

Responses must be received by no later than **4:00 p.m. on February 4, 2022.** Five (5) bound copies of the response and one (1) electronic copy on CD or flash drive shall be furnished. Responses may be either mailed or hand delivered to:

Lisa Davey-Bates, Executive Director
Lake Area Planning Council (APC)
Davey-Bates Consulting
525 South Main Street, Suite G
Ukiah, CA 95482

B. Late Submittals

Responses received after the specified time will not be considered and will be returned, unopened, to the respondent.

C. Modification or Withdrawal of Responses

Any response received prior to the date and time specified above for receipt of responses may be withdrawn or modified by written request of the proposer. To be considered, however, the modified response must be received by the date and time specified above.

D. Schedule

The schedule of activities related to this contract is as follows:

<u>Activity</u>	<u>Date</u>
RFP Mail-out	<u>December 27, 2021</u>
Extended RFP Mail-out	<u>January 20, 2022</u>
Written Question Submittal Deadline	<u>January 28, 2022</u>
Proposal Submittal Deadline	<u>February 4, 2022</u>
Interview (if needed)	<u>February 14, 2022</u>
Tentative Contract Award	<u>February 16, 2022</u>
Tentative Contract Effective Date	<u>February, 23, 2022</u>

E. Property Rights

Responses received within the prescribed deadline become the property of Lake APC and all rights to the contents therein become those of Lake APC.

F. Amendments to Request for Proposals

Lake APC reserves the right to amend the Request for Proposals by addendum prior to the final date of response submission.

G. Funding

Total consultant funding for this project is **\$107,000**. The source of funding is a mixture of Local Transportation Funds and Caltrans Sustainable Transportation Grant programmed by the Lake Area Planning Council in the 2021/22 Regional Transportation Planning Work Program. The Sustainable Communities Grant Program is funded, in part, by the Federal Transit Administration (Section 5304). Use of federal funds requires that federal rules and procedures associated with contracting be observed. Rules and procedures dictated by Caltrans regarding per diem rates, reimbursement levels for lodging, meals, and travel will apply to this project. Ten percent (10%) of each of the prime contractors' invoices will be retained by the APC. This retention shall be released to the Consultant upon acceptance by the APC of the completed work and final report.

H. Non-commitment of the Lake APC

This Request for Proposals does not commit Lake APC to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. Lake APC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the agency to do so.

I. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

J. Questions

Questions regarding this Request for Proposals **MUST be submitted IN WRITING**. Written questions should include the individual's name, the name of the firm (if applicable), address, telephone number, and e-mail. Questions must be submitted by **Friday January 28, 2022 at 5:00 p.m.**

Questions should be directed to:

John Speka
Lake Area Planning Council
525 S. Main St, Ste. B
Ukiah, CA 95482
E-mail: spekaj@dow-associates.com
Telephone (707) 263-7799

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted by February 1, 2022, on Lake APC's website <http://www.lakeapc.org/>.

K. Conflict of Interest

No consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this project has a past, ongoing, or potential involvement which could be deemed a conflict of interest under the Fair Political Practices Act or other law. During the term of this Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with Lake APC or in any way compromise the services to be performed under this Agreement. The consultant shall immediately notify Lake APC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

L. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by Lake APC.

M. Protest Procedures and Dispute Resolution Process

The Lake APC's "Protest Procedures and Dispute Resolution Process" shall be utilized to resolve and protests or disputes to this procurement process (*see Attachment C*).



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

Attachment A

PART A. APPLICATION INFORMATION

FY 2021-22

Grant Category (choose only one)

<input checked="" type="checkbox"/>	Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)	<input checked="" type="checkbox"/>	Strategic Partnerships (MPOs and RTPAs only)
<input checked="" type="radio"/>	Sustainable Communities Competitive (11.47% Local Match requirement)	<input type="radio"/>	Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
<input type="radio"/>	Sustainable Communities Competitive Technical (11.47% Local Match requirement)	<input type="radio"/>	Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type

<input checked="" type="checkbox"/>	New	<input checked="" type="checkbox"/>	Prior Phases	<input checked="" type="checkbox"/>	Re-Submittal
<input checked="" type="radio"/>	New Application	<input type="radio"/>	Continuation of a prior project. If so, list the project title below.	<input type="radio"/>	Re-submittal from a prior grant cycle. If so, list below how many times grantee has submitted an application for this project

PART B. PROJECT INFORMATION

Project Title and Location

Project Title	Lake County Transit Development Plan Update		
Project Location (City)		Project Location (County)	Lake County

PART D: Funding Information

- Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. [Match Calculator](#)
 Minimum Local Match Over-Match
- What is the source of Local Match funds being used?
(MPOs – Federal Toll Credits, PL, and FTA 5303 Funds cannot be used to match Sustainable Communities Competitive)
 Local Transportation Funds Local Sales Tax Special Bond Measures
 Other, specify:

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$ 103,580	\$ 13,420	\$ 0	\$ 13,420	11.47%	\$ 117,000



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATION

Applicant		Sub-Applicant	Sub-Applicant
Organization (legal name)	Lake County/City Area Planning Council		
Street Address	525 South Main St., Ste. G		
Phone Number	(707) 234-3314		
City	Ukiah		
Zip Code	95482		
Executive Director Name	Lisa Davey-Bates		
Title	Executive Director		
Contact Person Name	John Speka		
Contact Person Title	Senior Transportation Planner		
Phone Number	(707) 263-7799		
Contact E-mail address	spekaj@dow-associates.com		

PART D. COMPLIANT HOUSING ELEMENT

City/County Applying for Sustainable Communities Grants	Yes (X)	No (X)
Does the City/County have a compliant Housing Element?	<input type="radio"/>	<input type="radio"/>
Has the City/County submitted Annual Progress Report to HCD for calendar years 2018 and 2019?	<input type="radio"/>	<input type="radio"/>



Sustainable Transportation Planning Grant Program GRANT APPLICATION COVER SHEET

PART E. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <http://findyourrep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name
2	Mike McGuire	4	Cecilia Aguilar-Curry
-		-	
-		-	
-		-	
-		-	
-		-	
-		-	
-		-	

PART F. LETTERS OF SUPPORT

List all letters of support received for the proposed project.

Name/Agency	Name/Agency
City of Lakeport	
Paratransit Services	
County of Lake Community Development Department	
County of Lake Public Works Department	
City of Clearlake	



Sustainable Transportation Planning Grant Program

GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name	Lisa Davey-Bates		
Title	Executive Director		
Signature	Lisa Davey-Bates	Date	2/11/21
Sub-Applicant(s)			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

Application Checklist

The following documents are required and must be submitted via e-mail in one single PDF document. Keep the file name brief, as files become corrupt when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats.

Required Documents	
(x)	Ensure these items are completed prior to submitting to Caltrans
<input checked="" type="checkbox"/>	Application Cover Sheet
<input checked="" type="checkbox"/>	Signature Page (Electronic signatures accepted)
<input checked="" type="checkbox"/>	Application Narrative
<input checked="" type="checkbox"/>	Scope of Work
<input checked="" type="checkbox"/>	Project Timeline
<input type="checkbox"/>	Third Party In-Kind Valuation Plan (if applicable, required upon award)
<input checked="" type="checkbox"/>	Map of Project Area
Supplemental Documentation (not required)	
<input type="checkbox"/>	Graphics of Project Area (when applicable)
<input checked="" type="checkbox"/>	Letter(s) of support
<input type="checkbox"/>	Data



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

PART G. APPLICATION NARRATIVE

FY 2021-22

Project Information

Organization (legal name)	Lake County/City Area Planning Council
Project Title	Lake County Transit Development Plan Update
Project Area Boundaries	Entire Lake County Region

Application Narrative

1. Project Description 150 words maximum (10 points)

Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **Do not exceed the space provided.**

The project involves an update to the County's 2015 Transit Development Plan (TDP) for use by Lake Transit Authority (LTA) and other local service providers. First adopted in 2008, the TDP has helped guide the development of transit services providing improved mobility for area residents and visitors. The region's large populations of aging, disabled and economically disadvantaged residents relative to other regions of the State emphasizes the importance of the TDP, and past LTA audits have recommended frequent updates to address the most current ridership needs in a timely manner. Such needs include those for less traditional options that provide flexibility and/or on-demand services, particularly for transit dependent users unable to access existing LTA facilities due to physical or scheduling related barriers. A new update will include an examination of feasible alternatives. Keeping the TDP current will also further transit planning goals of the Lake RTP and the California CTP.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies.
- List the ramifications of not funding this project.
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.).
- Competitive applications support the need for the project with empirical data.
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- Describe the impact of not funding the project
- **Do not exceed the space provided**

The Lake County region contains a sizeable transit dependent population, made up primarily of seniors, persons with disabilities, and low-income populations. For many of them, public transportation provides much-needed access to non-emergency medical care, social services and essential shopping. It also helps to improve quality of life by facilitating access to family, social gatherings, recreation, jobs and education. For these and a number of other reasons, the Transit Development Plan (TDP) has become an important document for the region, helping to guide meaningful transit improvements that are critical to these disadvantaged populations, while strengthening community ties overall.

The first TDP in Lake County was adopted in 2008. A subsequent update in 2015 was based at least partially on a transit audit recommendation that the document be updated more frequently. As noted, however, the importance of a TDP update is manifested through the benefits to the region's public transportation system and those who rely on the services. On-board surveys at the time of the previous update found that nearly half (47%) of Lake Transit Authority (LTA) passengers had incomes of less than \$10,000, with another 23% between \$10,000 and \$14,999. In addition, 55% of the ridership had no license or car, and 25% a license but no car. Overall, 44% of the ridership relied on LTA services to get to and from school or work, 17% for medical appointments, and 26% for shopping purposes. While the noted survey data is now over five years old, it is unlikely that the need for transit services has changed significantly over this period. Current census data for Lake County shows median incomes to remain disproportionately low compared to other regions of the State (Lake \$47,040, CA \$75,235). A higher percentage of both senior (Lake 23.1%, CA 14.8%) and/or disabled residents (Lake 13.4% CA 6.7%) also defines the Lake region, further emphasizing the population's mobility challenges.

A number of significant improvements to the transit system have been implemented over the previous five-year time frame. Among the top recommended actions from the 2015 TDP that were completed include the beginning a Mobility Management program for the region (along with the designation of a new Consolidated Services Transportation Agency (CTSA), Lake Links), the development of a system-wide list of prioritized bus stop improvements (2019 Bus Passenger Facility Plan), and funding for a new regional transit center in the City of Clearlake. However, the TDP is now becoming out of date and a new update



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

2A. Project Justification (continued)

is warranted to ensure that continued guidance is provided for transit service improvements in the region to meet the ongoing transportation needs of its users.

The project will evaluate transit services provided by LTA (e.g. existing routes, scheduling, interregional connectivity, accessibility, etc.) to determine their efficacy in meeting the current and future needs of its users. Additional analysis will focus on other private or non-profit transportation providers in the region such as Lake Links (CTSA), People Services and/or Transportation Network Companies (TNCs), to provide a more comprehensive assessment of mobility services available to area residents. Finally, the updated TDP will look at the potential for more flexible or on-demand type services as a means of addressing the needs of transit dependent users unable to utilize fixed route service. This is based on a recurring need identified through the "Unmet Transit Needs" process conducted by Lake Area Planning Council (APC) on an annual basis. Improvement and strategy recommendations will be made in each of these areas to help guide service providers through the near-term (approximately five-year) horizon.

The public benefits of the project are many. Aside from the benefits provided to transit dependent or other disadvantaged community members from well-planned, reliable and efficient services, transit system improvements will also further societal goals of the region and the State as a whole. Assuming that improved services can also result in increased ridership, these benefits include a reduction in Vehicle Miles Traveled (VMT) from fewer single occupancy vehicle trips on local streets/roads or State highways, which lead to reductions in greenhouse gas (GHG) emissions and improved air quality. Likewise, less cars equate to incremental decreases in traffic congestion on the highway, streets, and road systems in the region.

One of the primary objectives of the project is to increase mobility options for under-served or disadvantaged community members of the Lake County region. Without funding to update this important document, improvements to the system will not be able to proceed in a timely or orderly fashion. As a result, transit dependent residents, as well as those struggling to overcome accessibility or other types of mobility barriers, will face even greater disadvantages in meeting their everyday transportation needs. Despite the scarcity of transit resources, local transit officials and other transportation providers have performed at exceptionally high levels to provide invaluable and reliable services to area residents. The TDP plays an integral part in ensuring that progress can continue towards meeting these objectives.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

2B. Disadvantaged Communities Justification (5 points)

- Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities.
- Explain how the proposed project addresses the needs of the disadvantaged community.
- Describe how disadvantaged communities will benefit from the proposed planning project.
- The tools in Grant Application Guide, Appendix A, are intended to help applicants define a disadvantaged community.
 - Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- **Do not exceed the space provided.**

According to the California Health and Safety Code (39711), a "disadvantaged community" is characterized in part as an area "with concentrations of people that are of low income..." Per Assembly Bill (AB) 1550, "low income" is defined as households having "incomes at or below 80 percent of the statewide median income." Recent American Community Survey (ACS) data estimates Lake County to have a 5-year average MHI of \$47,040 (62.5% of the State MHI of \$75,235), qualifying the Lake region as disadvantaged. Overall, the population is approximately 64,386 residents. The project will update the Transit Development Plan, which will provide guidance towards improving the public transportation system over a five-year horizon. The County has a disproportionately large percentage of transit dependent residents and the project will aim to address the near-term needs of this population.

2C. Disadvantaged Communities Engagement (5 points)

- Describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities.
- Describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Appendix A, for best practices in community engagement.
- **Do not exceed the space provided.**

Community engagement will be offered through a variety of input opportunities including surveys, public workshops, and tabling events. Disadvantaged community members, Tribal Governments and the general public will be invited to participate at different functions to solicit ideas and/or recommendations regarding public transportation needs within the region. Surveys will be made available online as well as through community centers (e.g. senior centers, libraries, etc.), local pop-up events, and other social service provider locations. In addition, a Technical Advisory Group (TAG) will be formed to guide development of the Plan including stakeholder organizations such as Lake Transit Authority, Lake Links (CTSA), Caltrans, Tribal Transportation and other non-profit transportation providers representing interests of the under-served in the area. As the project nears completion, a Draft Plan will be circulated for review and comment prior to public meetings before the Social Services Transportation Advisory Council (SSTAC) and the Lake Area Planning Council (APC) Board. Community members will have ongoing opportunities to address the SSTAC and APC to discuss progress on the Plan's implementation or any new transit needs.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Management Plan
- California Transportation Plan (CTP) 2040
- Modal Plans that Support the CTP 2040
- Title VI and Environmental Justice

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable).
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.).
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided.**

As a non-MPO, the Lake APC was not required to develop an SCS. However, Lake APC did adopt a Regional Blueprint Preferred Growth Scenario which promotes transit growth and connectivity. The project will provide guidance on improving the public transportation system in the region, leading to a decreased dependence on single occupancy vehicles. Related benefits meet several of the Grant Program Objectives such as Sustainability, Preservation, Accessibility, Health, and Social Equity, as well as Goal 3 of the Caltrans Strategic Management Plan regarding Sustainability, Livability and the Economy, and Goals 1, 2, 5 and 6 of the CTP 2040.

Lake APC works closely with community development officials from each of its three jurisdictions (County of Lake, City of Lakeport, and the City of Clearlake) to promote housing production for all levels of income. As the "Council of Governments" (COG) for the region, Lake APC led the Regional Housing Needs Allocation (RHNA) process which was last completed in 2018, setting local housing targets in a collaborative fashion to meet regional goals. Preparation of the TDP is also intended to be a collaborative effort. Assistance will be requested from local jurisdiction representatives to help identify regional transit improvements that will further goals and policies of housing and circulation elements within the respective local general plans. Examples of this would include determining the effectiveness of bus routes to serve long range land use objectives, or improving first/last mile accessibility to reduce barriers for users of the transit system, consistent with State legislative efforts (e.g. SB 375). Future transit improvements derived from an updated TDP would promote equity by increasing the mobility options for lower income residents.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- **Do not exceed the space provided.**

An update to the region's Transit Development Plan (TDP) is consistent with the State's GHG reduction targets as an investment in transit planning and system improvement. The project would identify the needs and priorities of current system users as well as potential system users, with future improvements increasing transit use by making it more convenient and attractive, expanding access by reducing barriers, and increasing service reliability. The proposed project would also be consistent with the Governor's Executive Order (EO) N-19-19, which directs the State to "[f]und transportation options that contribute to the overall health of Californians and reduce greenhouse gas emissions, such as transit, walking, biking and other active modes..." In addition, by exploring ways to improve upon and/or provide for "high-quality, demand-responsive transit and intercity transit services" for the region, the project supports principles identified within the State's Smart Mobility Framework (SMF). These include a strong focus on GHG reducing strategies, such as "Reliable Mobility," ("[m]anage, reduce and avoid congestion by emphasizing multi-modal options...through operational improvements") and "Social Equity" ("[p]rovide mobility for people who are economically, socially, or physically disadvantaged").

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
 - State Planning Priorities (Government Code Section 65041.1)
 - Climate Adaptation Goals (Safeguarding California)
 - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L
- **Do not exceed the space provided.**

The proposed project is consistent with State Planning Priorities with its focus on transit development and improvements that would ultimately support infill development along existing transit routes, per Government Code Section 65041.1(a) and (c)(3), respectively. It would also fit well with State Climate Adaptation Goals by following several principles of the 2018 State Safeguarding California Plan. Examples include transit development planning through community engagement (Principle 2: "partner with vulnerable populations to increase equity...through investment and planning"), system improvements providing attractive alternatives to single occupancy vehicle transportation (Principle 5: "reduce GHG emissions"), and short and long term recommendations strengthening the public transit system (Principle 7: "invest in climate change vulnerability assessment of critical built infrastructure systems"). Finally, the project would contribute to public health (as encouraged in the 2017 RTP Guidelines: Appendix K) through transit planning that reduces overall road congestion and air pollution, and (indirectly) provides access to services and medical care for transit dependent populations. Overlap with a number of planning processes found in the Lake County RTP, 2030 Blueprint Plan for Lake County, and the State level Smart Mobility Framework, would occur as part of the transit development plan update (per Appendix L of the 2017 RTP Guidelines), based on the importance of public transportation for mobility purposes in Lake County.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement.
 - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
 - Explain how stakeholders will be involved throughout the project.
- **Do not exceed the space provided.**

The primary stakeholders of the project will be asked to participate as part of a Technical Advisory Group (TAG), whose purpose will be to guide a consultant hired to develop the Plan. The TAG will be made up of representatives from the Regional Transportation Planning Agency (Lake APC), the region's transit agency (Lake Transit Authority), the regional Consolidated Transportation Services Agency (Lake Links), Caltrans and local tribal officials. Its role will be important in providing the consultant with needed data and general information regarding the existence or reliability of available services. The consultant will conduct TAG meetings as needed, and will be expected to maintain good communication on remaining project tasks. These meetings will also help to ensure that the project remains on schedule and within budget. Finally, the consultant will coordinate with key agency officials to conduct information gathering interviews. These will be an important component of the overall Plan in determining the transit needs of system users as understood by representatives of individual agencies. Information obtained will help to provide a well-rounded outlook on where gaps may remain that can better serve transit dependent populations in the region.

3E. Grant Specific Objectives (5 points)

- Explain how the proposal involves active community engagement.
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project.
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort.
- **Do not exceed the space provided.**

Consistent with the Lake Area Planning Council's (APC) adopted Public Participation Plan, outreach methods will include a combination of online and passenger surveys, interviews with agency staff (Lake Transit Authority, Lake Links, senior centers, etc.), tabling events at community gatherings, and public workshops. Comment forms will be developed to survey the public after each outreach event to help gauge the effectiveness of the activity. Outreach efforts will also include project related discussions with the Social Services Transportation Advisory Council (SSTAC) and the Technical Advisory Committee (TAC), both advisory bodies to the Lake APC, during their regular meetings. Results of the surveys, interviews and other outreach efforts will provide local and regional insight into the process, identifying mobility and access needs of transit users. Recommendations will be developed to meet the needs identified, along with a set of alternatives to be evaluated by the consultant for feasibility. Aside from the noted input opportunities, interested community members will be given a chance to review and comment on a draft version of the Transit Development Plan prior to its presentation to the Lake APC Board for adoption.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3F. Grant Specific Objectives (5 points)

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)
 - Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable.
- **Do not exceed the space provided.**

The project helps to meet the Caltrans Mission Statement by identifying needs and priorities for the region's transit system. Concepts of "safety," "sustainability," and "economy" (noted both in Mission Statement and Grant Program Objectives), will be addressed with improvement recommendations involving safety features of the system, focusing on reliable mobility and environmental benefits (modal choice, air quality, GHG reduction, etc.), or providing affordable transportation to jobs and shopping. The Mission Statement's emphasis on "integration" would be reinforced by exploring deficiencies such as first/last mile connections in the region's pedestrian infrastructure or other accessibility shortcomings that may benefit disabled transit users. "Efficiencies" and "enhanced livability" will be examined as part of the TDP's overall look at system operations (on-time service, reliability, etc.), or means of accessing essential services, recreation and social gatherings (quality of life). Other project features that are consistent with Grant Program Objectives include potential future projects from the Plan that will strengthen existing operations ("preservation"), provide system enhancements for disabled users ("accessibility"), introduce new technologies ("innovation"), lead to an increase in transit use/decrease in GHG and air pollution ("health"), or increase mobility options for transit dependent residents in the region ("social equity").

3G. Grant Specific Objectives (5 points)

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.
- **Do not exceed the space provided.**

The proposed project will result in an updated Transit Development Plan (TDP) designed to identify and prioritize needed improvements to the region's public transportation system over the next five-year horizon. New priority projects will be recommended as part of the proposed TDP, similar to several that came out of the previous update process. The 2015 TDP process included an extensive outreach component which was used to determine high priority needs for users of the transit system at that time. Non-Emergency Medical Transportation (NEMT) services, bus stop improvements, and safety concerns regarding the current transfer center were among the top needs noted through the community engagement process for that Plan. Since then, a new Mobility Management program has been developed and funded for the region, which has assisted seniors, disabled, and low-income residents in meeting their NEMT needs, a Bus Passenger Facilities Plan was adopted in 2019 to prioritize needed bus stop improvements (subject to available funding), and a new state-of-the-art transit hub has been funded, with a location determined through a separately funded planning process of its own. Regional transportation agencies (e.g. Lake APC, LTA, Lake Links, etc.) will pursue funding to implement recommended projects derived through the new updated TDP in the same fashion.



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:
<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

4A. Scope of Work (15 points)

4B. Project Timeline (15 points)

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. Task **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work	
(x)	Ensure these items are completed prior to submitting to Caltrans
x	Use the Fiscal Year 2021-22 template provided and in Microsoft Word format.
x	Include the activities discussed in the grant application.
x	List all tasks using the same title as stated in the Project Cost and Schedule.
x	Include task numbers in accurate and proper sequencing, consistent with the Project Cost and Schedule.
x	Ensure that sub-task numbers are not included.
x	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.
x	Include a thorough and accurate narrative description of each task.
x	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none">• Project kick-off meeting between the grantee and Caltrans at the start of the grant• Invoicing and quarterly reporting to Caltrans• DBE Reporting (federal grants only)
x	Include Task 02 for the procurement of a consultant (if needed). This task for the grantee only.
x	Public outreach task must include detailed public participation and services to diverse communities.
x	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment.
x	Must include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback. (Excludes technical projects)
x	The final product must include a summary of next steps your agency will take towards implementing the project.
x	Achievable project deliverables must be listed for each Task.
x	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide.

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive Program
Grant Fiscal Year	2021-22
Project Title	Lake County 2021 Transit Development Plan Update
Organization (legal name)	Lake County/City Area Planning Council

Introduction

The project will update the Lake County/City Area Planning Council's (APC) 2015 Transit Development Plan, including its goals, objectives, performance standards, and recommendations. It will also be used to identify and recommend improvements to Lake Transit Authority (LTA) management, operations and maintenance, and services. An examination of current and potential service provisions will be included, exploring the possibility of non-traditional, flexible, on-demand type alternatives which can augment existing service options for transit users with atypical needs. A consultant will be retained to conduct the project in conjunction with a Technical Advisory Group led by APC and LTA staff.

According to American Community Survey (ACS) estimates, Lake County's median household income (\$47,040) is approximately 62.5% of the statewide average of \$75,235 and has ranked routinely among the poorest counties in the State. This percentage is well below the AB 1550 definition which defines low-income households as "at or below 80 percent of the statewide median income" and qualifies Lake County as a "disadvantaged community." This project addresses the needs of the disadvantaged community by identifying strategies and necessary improvements to keep the transit system running efficiently.

Project Stakeholders

The Lake County/City Area Planning Council (APC) will be the lead agency for the project. A project Technical Advisory Group (TAG) will be formed to assist with implementation and will include representatives from the APC, Lake Transit Authority, Lake Links, and Caltrans.

A consultant will be procured through a competitive process to perform technical tasks under guidance of the TAG.

Overall Project Objectives

As a means of improving transit services in the Lake County region, the project is intended to meet the following objectives:

- Increase the mobility options for underserved or disadvantaged community members
- Identify improvement Goals and Objectives for Lake Transit Authority
- Develop of a list of transit service needs for the region
- Assess current LTA services and measure by recommended performance standards
- Explore alternatives to existing services that can benefit underserved transit users

Summary of Project Tasks

Task 01: Project Administration

Hold a project kick-off meeting with APC staff and Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information.

Task Deliverables
<ul style="list-style-type: none">• Kick-off meeting with Caltrans - Meeting notes, quarterly invoices, and progress reports (APC, Caltrans)

Task 02: Consultant Procurement

Prepare a Request for Proposals (RFP) and Scope of Work and distribute to qualified consulting firms to obtain competitive bids. Form a Consultant Selection Committee to review proposals and recommend selection of a consultant. Prepare and execute contract with successful consultant. Hold kick-off meeting with successful consultant.

Task Deliverables
<ul style="list-style-type: none">• Request for Proposals; Consultant Selection Committee agenda and meeting notes; executed consultant contract (APC)• Consultant kick-off meeting, agenda, and meeting notes. (Consultant)

Task 1: Coordination with Project Partners & Consultant

APC, consultant and Caltrans (project team) will hold monthly status meetings throughout the project.

The consultant will work with APC to identify appropriate representatives to serve on a Technical Advisory Group (TAG) to inform the feasibility study. The TAG is expected to include representatives from the following agencies: Lake Transit Authority, Lake Links (CTSA), tribal governments, APC, and Caltrans.

The consultant will conduct a kick-off meeting with TAG members to share contact information, develop lines of communication, clarify objectives of the project, and resolve remaining issues. Consultant will meet with TAG as needed throughout the project.

Project team, TAG, stakeholder, and focus group meetings may be held virtually, via video and/or teleconference meetings.

Task Deliverables
<ul style="list-style-type: none">• Monthly project team status meetings, agendas, meeting notes. (APC, Consultant)• Technical Advisory Group (TAG) roster; TAG meetings, TAG agendas and minutes. (APC, Consultant)• Stakeholder roster; stakeholder meetings; stakeholder agendas and meeting notes. (<i>May include travel costs if in-person activities allowed</i>) (APC, Consultant)

Task 2: Data Collection

Consultant will gather and review existing data and policies pertaining to the region including, but not limited to, the current Transit Development Plan, Coordinated Plan, the Regional Transportation Plan, other related planning studies, development proposals, needs assessments, or community plans (e.g., local General Plans, Area Plans), and demographic and existing modeling data.

Consultant shall review all aspects of the regional transit system, including but not limited to, existing plans, demographic data, route information, boarding and alighting data, and other relevant information with respect to services provided by both Lake Transit Authority and the region's Consolidated Transportation Services Agency (CTSA), Lake Links. In addition, the consultant will review current "unmet transit needs" of the region as defined in the annual Unmet Needs process.

Consultant will prepare a bibliography of documents, studies, and/or reports reviewed with a summary of their relevance to the project. The summary will be presented to the TAG for review and comment.

APC staff will assist with data collection and review all deliverables.

Task Deliverables
<ul style="list-style-type: none">• List of plans and data reviewed (Consultant)• List of current operations and unmet needs reviewed (Consultant)• Data summary memo (<i>May include travel costs if in-person activities allowed</i>) (Consultant)

Task 3: Public Participation and Community Outreach

With input from the Technical Advisory Group (TAG), the consultant will develop a list of stakeholders that are likely to be impacted or concerned with outcomes of the Plan. This list will help guide the community outreach process.

The consultant will develop and conduct passenger and stakeholder surveys using both online and traditional methods and taking into consideration community diversity and the challenges of engaging normally hard-to-reach residents. As part of the research, the consultant will conduct interviews of key stakeholders such as transit service providers with a focus on the needs of transit dependent system users in the region.

Consultant will conduct two Stakeholder Meeting/Community Workshops. The first will be to review currently available services to seek input on satisfaction and unmet service needs. The second workshop will take place when the Draft Plan is made available for public review and will include recommended options to meet unmet needs. Notes and comments and/or concerns will be recorded from the meetings and will be included in the overall analysis of transit needs for the region.

Consultant shall prepare all meeting and survey materials in English and Spanish. They will advertise workshops in the community, using a variety of outreach methods consistent with the Lake Area Planning Council Public Participation Plan. This may include social media and online surveys in addition to traditional outreach methods.

Consultant shall summarize the findings of the surveys and outreach to determine how well current needs are being met and where improvements are warranted. The results will be presented to the TAG for discussion, review, and comment.

APC staff will assist with and participate in the public outreach process.

Task Deliverables

- List of stakeholders; Advertising materials, news releases, surveys, etc. (Consultant)
- Agendas and meeting notes, record of stakeholders and public comment (*May include travel costs if in-person activities allowed*) (Consultant)
- Community Outreach Summary Memo (Consultant)

Task 4: Transit Policy, Service, and Demand Analysis

Consultant shall develop a set of performance standards by which to evaluate and measure the efficiency and effectiveness of current operations. This will include analyses of individual routes to determine where and what types of improvements may be needed.

Based on findings from stakeholder interviews, surveys, and other public outreach, the consultant will evaluate current transit demand in the region, and identify where improvements may be needed. As part of the analysis, a financial evaluation (e.g., potential costs, savings, feasible revenue sources) shall be included. In addition, the consultant will look at possible alternatives to fixed-route service that might benefit transit dependent residents with respect to flexibility and accessibility to transit services. This may include micro-transit services, on-demand type services, Transportation Network Companies (TNCs), or other variations that could involve services beyond what LTA normally provides. The analyses shall be presented to the TAG for review and comment.

Using the completed analyses, the consultant shall develop a five-year operating plan for routes and services, including cost projections, expected revenues and expenses, and relevant funding information. Based on this, regional transportation agencies (i.e., Lake APC, LTA, Lake Links, etc.) will pursue funding to implement the plan's recommendations.

APC staff will review the analyses provided by the consultant.

Task Deliverables

- Memo Summary of review and analyses; Draft Five-Year Operating Plan; Agenda and Meeting Notes (*May include travel costs if in-person activities allowed*) (Consultant)

Task 5: Draft and Final Transit Development Plan

Consultant shall prepare a Draft Transit Development Plan (TDP) using the findings, objectives, and strategies developed in previous tasks that will identify and prioritize needed improvements to the region's public transportation system. Once completed, it will be presented to the TAG for review and comment. The Draft TDP will also be presented to the Social Services Transportation Advisory Council (SSTAC) for review and comment. Following review by the SSTAC, the consultant shall present the Draft TDP to the Lake Transit Authority (LTA) Board for review and comment. After incorporating comments from the SSTAC and LTA, the consultant shall present the Draft at a public meeting of the Lake APC Board for comment and possible adoption. Following adoption by the APC Board, the consultant shall prepare 10 bound copies, as well as an electronic copy of the final product and appendices, and deliver to the Lake Area Planning Council.

APC staff will review the draft and final versions of the TDP.

Task Deliverables

- Draft TDP; Notes from presentations to the SSTAC, LTA and APC Boards; Final copies of the Plan (*May include travel costs if in-person activities allowed*) (Consultant)

Project Cost and Schedule Checklist

The Project Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Project Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Project Cost and Schedule	
(x)	Ensure these items are completed prior to submitting to Caltrans
x	Use the Fiscal Year 2021-22 template provided (do not alter the template).
x	List all tasks with the same title as stated in the Scope of Work.
x	Include task numbers in proper sequencing, consistent with the Scope of Work.
x	Ensure that sub-task numbers are not included.
x	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none">• Project kick-off meeting between the grantee and Caltrans at the start of the grant• Invoicing and quarterly reporting to Caltrans• DBE Reporting (federal grants only)
x	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the grantee only.
x	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match.
x	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided.
x	The total Local Match amount must meet the minimum required Local Match for the specified Grant Category
x	Each task must include a grant amount and local match amount (excluding Tasks 01 and 02).
x	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
x	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2021-22 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
x	Include a best estimate of the amount of time needed to complete each task.
x	State a realistic total cost for each task based on the work that will be completed.
x	Start the timeframe at the beginning of the grant period (July 2021 for MPO/RTPAs; October/November 2021 for non-MPO/RTPAs).
x	Extend the timeframe to the end of the grant period (Project end dates differ based on applicant type (MPO/RTPA or non-MPO/RTPA) and type of funds (State or federal). See Grant Application Guide, Chapter 8.2, for more details).

California Department of Transportation
Sustainable Transportation Planning Grant Program
PROJECT COST AND SCHEDULE

Grant Category

Grant Fiscal Year 2021-22

Project Title: Lake County 2021 Transit Development Plan Update

Organization (legal name): Lake County/City Area Planning Council

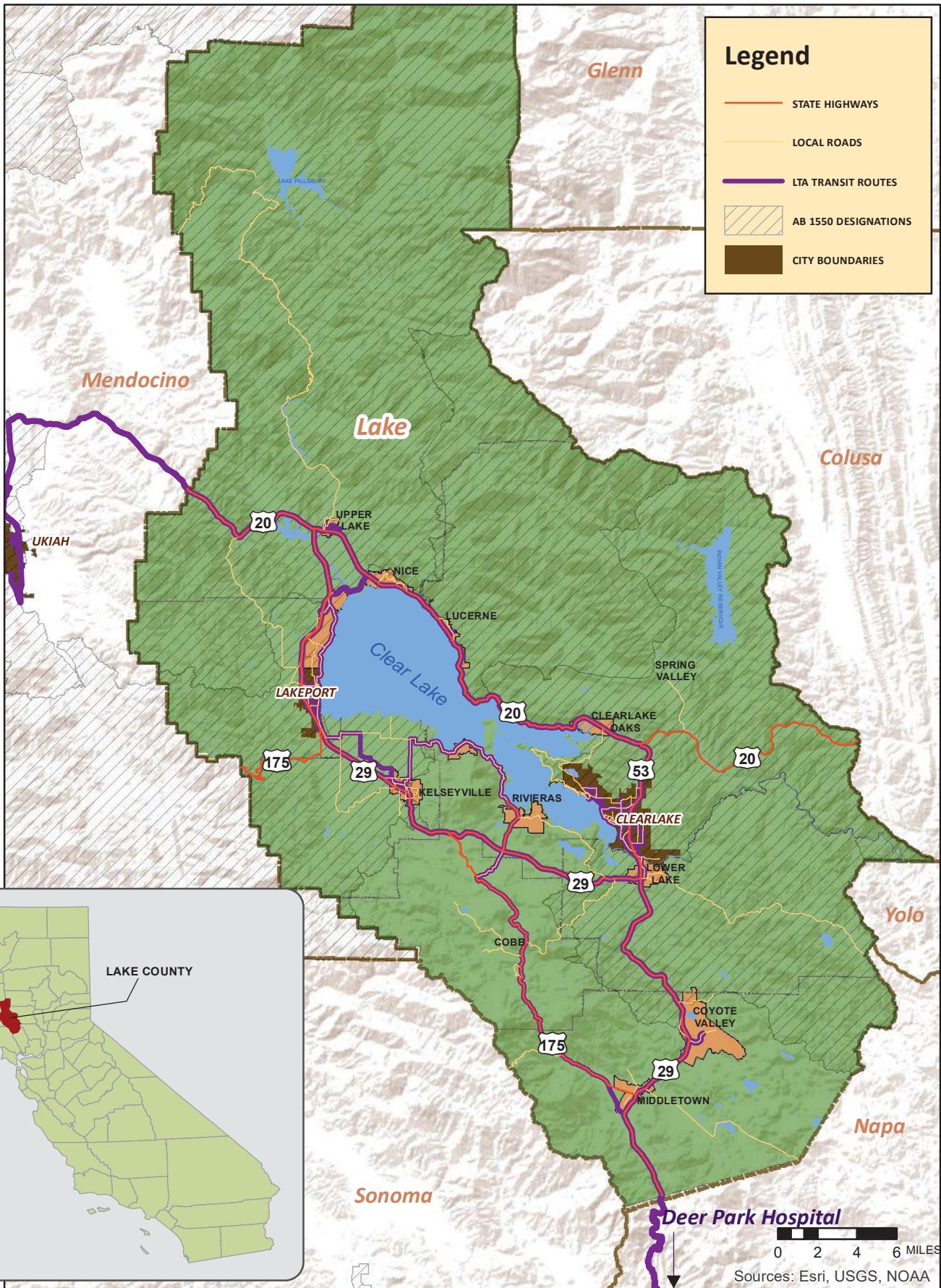
Task #	Task Title	Estimated Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	FY 2021/22												FY 2022/23												FY 2023/24													
					A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J			
01	Project Administration (no more than % of total Grant Award)	\$1,771	\$229	\$0	\$2,000	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		
02	Consultant Procurement	\$5,312	\$688	\$0	\$6,000	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x			
1	Coordination with Project Partners & Consultant	\$13,280	\$1,721	\$0	\$15,000	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x			
2	Data Collection	\$14,607	\$1,893	\$0	\$16,500	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x			
3	Public Participation and Community Outreach	\$29,215	\$3,785	\$0	\$33,000	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x			
4	Transit Policy, Service, and Demand Analysis	\$23,460	\$3,040	\$0	\$26,500	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x			
5	Draft and Final Transit Development Plan	\$15,935	\$2,065	\$0	\$18,000	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x			
	Totals	\$103,580	\$13,420	\$0	\$117,000																																					

* Use only whole dollars in the financial information fields. Dollar amounts must be rounded up/down and decimals should not be shown.

Does your agency plan to request reimbursement for indirect costs? Yes No If yes, what is the estimated indirect cost rate?

Does your agency plan to use the Tapered Match approach for invoicing purposes? Yes No

TRANSIT DEVELOPMENT PLAN UPDATE GRANT APPLICATION

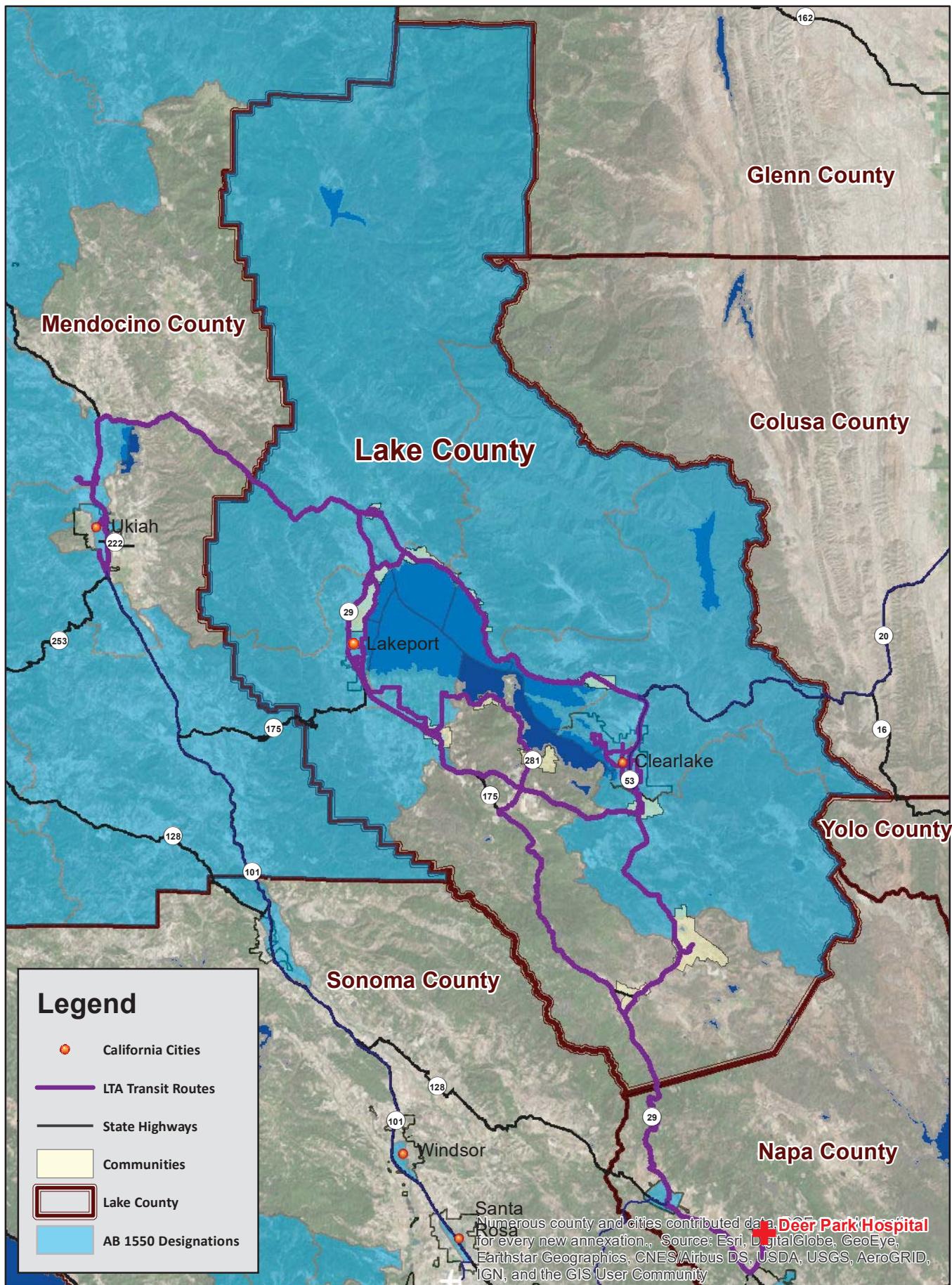


MAP DEVELOPED BY:
A. PEDROTTI
LAKE COUNTY/CITY AREA PLANNING COUNCIL
367 N. STATE STREET, SUITE 204
UKIAH, CA 95482

LAKE COUNTY, CA
PROJECT LOCATION MAP



Lake County Transit Development Plan Update Grant Application





CITY OF LAKEPORT

Community Development Department

225 PARK STREET
LAKEPORT, CALIFORNIA 95453

TELEPHONE 707.263.5615 x201

FAX 707.263.8584

E-MAIL jbyers@cityoflakeport.com

February 1, 2021

Lisa Davey-Bates, Executive Director
Lake Area Planning Council
525 S. Main Street, Suite G
Ukiah, CA 95482

RE: Grant Application for Lake County Transit Development Plan Update

Dear Ms. Davey-Bates:

This letter is written in support of Lake Area Planning Council's application for a Caltrans Sustainable Transportation Planning Grant to prepare an update to the region's Transit Development Plan.

As a rural county with many of its communities facing economic disadvantages, there are a large number of transit dependent residents as well as a disproportionate number of seniors with disabilities and limited mobility when compared to State averages. Based on this, maintaining a current transit development plan remains important to the region's overall well-being.

Although the City of Lakeport has a population of just under 5,000 residents, it serves as the principal employment and retail center for the region. By evaluating the transit needs for the community and the routes that residents utilize daily, improved mobility and efficiencies to services may be identified resulting in greater ridership and linked trips could result in a reduction in vehicle miles traveled.

Coordinating with Lake Transit Authority, local jurisdictions, and the region's Consolidated Services Transportation Agency (CTSA) about current and future transit services can help to improve and expand transit ridership. This will benefit transit dependent members of the community, helping them to be more active and productive within their respective communities.

I respectfully urge the California Department of Transportation to approve full funding of this important project.

Sincerely,

A handwritten signature in blue ink that reads "J. M. Byers".

Jennifer M. Byers
Community Development Director

Paratransit Services

February 8, 2021

CORPORATE BOARD OF DIRECTORS

Dr. Paul Aufderheide, DPM

Eugene Lobe

Lois Anderson

William H. Mahan

Ken Mahan

Mary Ann Huntington

Bryan McConaughy

David Baker
President/CEO

*Since 1980, the mission
of Paratransit Services
has been to provide
quality coordinated
transportation and
community services
that meet the needs
of the people we are
entrusted to serve.*

Ph (360) 377-7176

TDD 1-800-934-5438

Fax (360) 377-6017

4810 Auto Center Way
Bremerton, WA 98312

www.paratransit.net

Lisa Davey-Bates, Executive Director
Lake Area Planning Council
525S. Main Street, Suite G
Ukiah, CA 95482

RE: Grant Application for Lake County Transit Development Plan Update

Dear Ms. Davey-Bates:

This letter is written in support of Lake Area Planning Council's application for a Caltrans Sustainable Transportation Planning Grant to prepare an update to the region's Transit Development Plan.

As a rural county with many of its communities facing economic disadvantages, there are a large number of transit dependent residents as well as a disproportionate number of seniors with disabilities and limited mobility when compared to State averages. Based on this, maintaining a current transit development plan remains important to the region's overall well-being.

The completion of this project is essential to Lake County; the Transit Development plan is our guiding plan that foresees our future plans within our Transit System. The Transit development plan assists us in our development of services and completion of projects necessary to support our highly transit dependent rider system.

Coordinating with Lake Transit Authority, local jurisdictions, and the region's Consolidated Services Transportation Agency (CTSA) about current and future transit services can help to improve and expand transit ridership. This will benefit transit dependent members of the community, helping them to be more active and productive within their respective communities.

I respectfully urge the California Department of Transportation to approve full funding of this important project.

Sincerely,



Christie Scheffer
EVP/COO

cc: David Baker



COUNTY OF LAKE
COMMUNITY DEVELOPMENT DEPARTMENT
Courthouse - 255 N. Forbes Street
Lakeport, California 95453
Planning Department • Building Department • Code Enforcement
707/263-2221 • FAX 707/263-2225

Scott De Leon
Community Development Director
Toccarra Nicole Thomas
Community Development Deputy Director

January 29, 2021

Lisa Davey-Bates, Executive Director
Lake Area Planning Council
525 S. Main Street, Suite G
Ukiah, CA 95482

RE: Grant Application for Lake County Transit Development Plan Update

Dear Ms. Davey-Bates:

This letter is written in support of Lake Area Planning Council's application for a Caltrans Sustainable Transportation Planning Grant to prepare an update to the region's Transit Development Plan.

As a rural county with many of its communities facing economic disadvantages, there are a large number of transit dependent residents as well as a disproportionate number of seniors with disabilities and limited mobility when compared to State averages. Based on this, maintaining a current transit development plan remains important to the region's overall well-being.

Reliable transportation for rural communities is also key to supporting and sustaining economic development as well as housing development efforts. As the Transit Development Plan is one of the first and key steps towards creating and supporting a transportation network, the County of Lake Community Development Department wholeheartedly supports the Lake Area Planning Council's application for a Caltrans Sustainable Transportation Planning Grant to prepare an update to the region's Transit Development Plan.

Coordinating with Lake Transit Authority, local jurisdictions, and the region's Consolidated Services Transportation Agency (CTSA) about current and future transit services can help to improve and expand transit ridership. This will benefit transit dependent members of the community, helping them to be more active and productive within their respective communities.

I respectfully urge the California Department of Transportation to approve full funding of this important project.

Sincerely,


Toccarra Nicole Thomas, AICP, CQIA
County of Lake Community Development Department
Deputy Director



COUNTY OF LAKE
PUBLIC WORKS DEPARTMENT
255 N. Forbes Street
Lakeport, California 95453
Telephone 707-263-2341
Fax 707-263-7748

Scott De Leon
Public Works Director

January 29, 2021

Lisa Davey-Bates, Executive Director
Lake Area Planning Council
525 S. Main Street, Suite G
Ukiah, CA 95482

RE: Grant Application for Lake County Transit Development Plan Update

Dear Ms. Davey-Bates:

This letter is written in support of Lake Area Planning Council's application for a Caltrans Sustainable Transportation Planning Grant to prepare an update to the region's Transit Development Plan.

As a rural county with many of its communities facing economic disadvantages, there are a large number of transit dependent residents as well as a disproportionate number of seniors with disabilities and limited mobility when compared to State averages. Based on this, maintaining a current transit development plan remains important to the region's overall well-being.

A Countywide Transit Plan will serve all parts of Lake County, and identify the resources required to improve this bus service. This document should:

- Provide extensive community input and address everyone's needs.
- Help to identify special needs of the community.
- Help in reducing greenhouse gas emissions and mitigate further challenges posed by the existential threat of climate change.
- Help in addressing numerous challenges to public transportation such as COVID 19 pandemic.
- Improve mobility in small urban and rural areas.
- Maintain, preserve, and extend the life and utility of prior investments in transportation systems and services.
- Provide for and improve the safety and security of transportation customers and the transportation system.

This Countywide Transit Plan will ensure that Lake County is provided with a fast, frequent, reliable, and easy-to-use bus service.

Coordinating with Lake Transit Authority, local jurisdictions, and the region's Consolidated Services Transportation Agency (CTSA) about current and future transit services can help to improve and expand transit ridership. This will benefit transit dependent members of the community, helping them to be more active and productive within their respective communities.

I respectfully urge the California Department of Transportation to approve full funding of this important project.

Sincerely,

A blue ink signature of Scott De Leon.

Scott De Leon
Director of Public Works
County of Lake



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653
www.clearlake.ca.us

February 11, 2021

Lisa Davey-Bates, Executive Director
Lake Area Planning Council
525 S. Main Street, Suite G
Ukiah, CA 95482

RE: Grant Application for Lake County Transit Development Plan Update

Dear Ms. Davey-Bates:

This letter is written in support of Lake Area Planning Council's application for a Caltrans Sustainable Transportation Planning Grant to prepare an update to the region's Transit Development Plan.

As a rural county with many of its communities facing economic disadvantages, there are a large number of transit dependent residents as well as a disproportionate number of seniors with disabilities and limited mobility when compared to State averages. Based on this, maintaining a current transit development plan remains important to the region's overall well-being.

Having a strategic Plan will shape the transportation infrastructure in our city for the future, support growth, maintain quality of life and provide more mobility choices.

Coordinating with Lake Transit Authority, local jurisdictions, and the region's Consolidated Services Transportation Agency (CTSA) about current and future transit services can help to improve and expand transit ridership. This will benefit transit dependent members of the community, helping them to be more active and productive within their respective communities.

I respectfully urge the California Department of Transportation to approve full funding of this important project.

Sincerely,

A handwritten signature in black ink.

Alan D. Flora
City Manager

LAKE COUNTY/CITY AREA PLANNING COUNCIL

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME

This Agreement is entered into on xxxxxx, 201x, by and between the Lake County/City Area Planning Council, hereinafter referred to as the "APC", and (Consultant Name), hereinafter referred to as "Consultant."

RECITALS:

The APC may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

The APC is lead agency for Project Name in Lake County, hereinafter referred to as the "Project," funded by Funding Source and amount(s) from the State of California, Department of Transportation, hereinafter referred to as the "State." The APC shall be responsible to State for the successful completion of this Project.

All services performed by APC, Consultant and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Lake laws, ordinances, regulations, and Caltrans' published manuals, including the approved grant application. In case of conflict between Federal, State and County of Lake laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Lake laws and regulations, respectively.

The APC and Consultant agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by agreement of the APC and Consultant.

Exhibit A: Consultant's Proposal to xxxxxx

Exhibit B: Project grant application with the scope of work and the project schedule used in the formal procurement process.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

2. COMPENSATION

Compensation for services provided shall not exceed \$xx,xxx on a job completion basis. This shall include compensation for completing the tasks and products identified in Exhibits A and B. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibits.

The APC shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

3. INVOICES AND DISBURSEMENT

The APC will pay Consultant no more than every thirty (30) days based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore APC will not pay Consultant for any such increases to actual costs incurred.

The APC shall review invoices and may approve them for payment or adjust them after consultation with Consultant. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in Exhibits A and B. The APC will make payments within 30 days of receipt of Consultant's invoices.

The APC shall hold retainage of ten (10%) percent of each invoice. This retention shall be released to Consultant within 30-days after receiving final work products deemed satisfactorily completed by APC.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If the APC substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both the APC and Consultant.

4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibits A and B shall be in formats acceptable to the APC. The APC will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables, until the final deliverables are accepted by the APC.

5. SERVICES OF THE LAKE COUNTY/CITY AREA PLANNING COUNCIL

The APC shall provide full information as to its requirements for performance of this Agreement, attached as Exhibit B.

The APC shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The APC shall place at the disposal of Consultant all available information pertinent to the project.

The APC will examine all studies, reports, or other submittals from Consultant and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

6. TERM OF AGREEMENT

The term of this Agreement shall be from xxxxxx, 201x through xxxxxx, 201x. Execution of this Agreement by the APC shall constitute Consultant's authority to proceed immediately with the performance of the work described by Exhibits A and B, provided that evidence of insurance has been received by the APC as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the APC by xxxxxx, 201x. Extensions of the above term may be made only upon written authorization by the APC.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

APC, Consultant and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by APC upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of the APC and State.

Consultant is advised that, according to Government Code Section 7550, which states in part that "*Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.*"

9. TERMINATION

At any time the APC may suspend indefinitely or abandon the project, or any part thereof, and may require Consultant to suspend the performance of its services. In the event the APC abandons or suspends the project, Consultant shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should the APC determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of the APC, Consultant fails to perform or provide prompt, efficient and thorough service, or if Consultant fails to complete the work within the time limits provided, the APC shall have the right to give notice in writing to Consultant of its intention to terminate this Agreement. The notice shall be delivered to Consultant at least seven (7) days prior to the date of termination specified in the notice. Upon such termination the APC shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the APC and pay Consultant for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by the APC due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the APC for any damages, general or consequential, which the APC may sustain as a result of Consultant's failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless the APC and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of Consultant, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where Consultant is found to have caused the injury, damage, or loss only in part, Consultant shall hold the APC harmless only to the extent Consultant caused the injury, damage, or loss. The APC agrees to timely notify Consultant of any such negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The APC shall indemnify and hold harmless Consultant, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Consultant and the APC and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of the APC or its contractors or their respective employees, officers and agents.

The APC agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the APC for the APC's protection, its elected or appointed officials, employees and volunteers, Consultant and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to the APC Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000
Each Occurrence and Vehicle/Property Damage - \$250,000
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the APC, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by the APC. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude the APC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the Consultant shall furnish to the APC satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

The Consultant shall sign and file with the APC a Workers Compensation Certificate prior to performing any work. Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

The APC relies upon the professional ability and stated experience of Consultant as a material inducement to entering into this Agreement. Consultant understands the use to which the APC will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination Clause. a.) In the performance of work under this Agreement, APC, Consultant and its sub-consultants 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, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave. b.) APC, Consultant and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. APC, Consultant and its sub-consultants 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 7285.0 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 part hereof as if set forth in full. c.) APC, Consultant and

its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement. d.) APC, Consultant and its sub-consultants 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 State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. APC, Consultant and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. The consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. APC, Consultant and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, Part 200, Uniform Administrative Requirements, Cost Administrative Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable. For more information, refer to:
<http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. APC, Consultant and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by APC upon request, at no cost to State.

APC, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and

other expenditures for the project.

14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Lake.

15. INDEPENDENT CONSULTANT

Both the APC and Consultant agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. The APC shall compensate Consultant by payment of the gross amounts due to Consultant, and Consultant shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

The Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

The APC and Consultant each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither the APC nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of Consultant, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

Lisa Davey-Bates, Executive Director
Lake County/City Area Planning Council
525 S. Main St., Suite G
Ukiah, CA 95482

19. VENUE

The venue for this agreement shall be Lake County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

Lisa Davey-Bates, Executive Director
Lake County/City Area Planning Council

Consultant Name, Position
Firm Name, LLC

Federal ID No.: _____

PROTEST PROCEDURES FOR PROCUREMENTS*

I. PROTESTS

The following procedures shall be used by RTPA to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. RTPA will consider all protests or objections regarding the contracting process or the award of an Agreement received by RTPA by 4 p.m. on the deadlines discussed below. RTPA will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected Proposer must be made in writing and must be mailed or hand delivered to RTPA. A protest which does not strictly comply with the RTPA protest procedures will be rejected.

A. Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by RTPA. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

B. Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and RTPA makes a determination that Proposer has not met the goal or good faith effort requirements set forth in this RFP, RTPA will send the Proposer a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and RTPA shall not be obligated to send Proposer any further notices.

C. Protests After Bid/Proposal Due Date

After Proposers are shortlisted and/or selected for negotiations, notices will be sent to all relevant Proposers. Protests relating to failure to make the shortlist must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date RTPA receives the protest. Untimely protests will be rejected. If deemed necessary, RTPA shall notify all Proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, Proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

D. Protest Contents

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears. Protests shall be mailed to:

The Protest Administrator

Reference: RTPA Contract Solicitation No. **Solicitation #**

E. Role Of The Protest Administrator

If a protest raises solely a question of law, the Executive Director shall retain the services of RTPA legal Counsel to serve as the Protest Committee. RTPA Legal Counsel will prepare a recommendation regarding the protest, in writing, to the RTPA Executive Director within ten (10) business days.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section. If a protest does not meet such requirements it may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and RTPA shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at RTPA other than the Protest Administrator. Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

F. Reply To Protest

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee will prepare a recommendation regarding the protest, in writing, to RTPA's Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the

original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of RTPA, with the exception that information will be withheld when required by law or regulation. The Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of RTPA. This decision will be communicated in writing to the protestor and/or the party whose proposal is the subject of the protest and delivered by email or overnight delivery.

G. Results Of The Protest

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. RTPA then may issue a new Notice of Intent to Award to a different bidder/Proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and RTPA will continue with contract negotiations with the awardee.

H. Federal Transit Administration Requirements Not Applicable in the absence of FTA Funding

1. FTA Review of Protests

- a. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of RTPA to have written protest procedures or alleged failure to follow such procedures.
- b. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. 661.15; Participation by Minority Business Enterprise in DOT Programs, 49 C.F.R. 26.
- c. The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an “interested party.” (See FTA Circular 4220.1E, Chapter VII, Section I (1)(c).”

2. Time for Filing

- a. Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under the RTPA protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to RTPA. In instances where the protester alleges that RTPA failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of the failure of RTPA to render a final determination on the protest.
- b. RTPA shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6.

After five (5) business days, RTPA shall confirm with the FTA that the FTA has not received a protest on the contract in question.

3. Submission of Protest to the FTA

- a. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008).
- b. Protests should be filed with the FTA Region 9 office and a copy must be sent to RTPA by the protester.
- c. The protest filed with the FTA shall:
 - Include name and address of protester
 - Identify RTPA as the grantee, the RTPA Contract Administrator, and number of the contract solicitation
 - Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible
 - Include a copy of the local protest filed with RTPA and a copy of the RTPA decision, if any

4. RTPA Response

- a. The FTA shall notify RTPA in a timely manner of receipt of a protest.
- b. RTPA shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:
 - a copy of RTPA's protest procedure
 - a description of the process followed concerning the protester's protest
 - any supporting documentation
- c. RTPA shall provide protester with a copy of the above submission.

5. Protester Comments

The protester must submit any comments on the RTPA submission not later than ten (10) business days after the protester's receipt of the RTPA submission.

6. *Withholding of Award*

When a protest has been timely filed with RTPA before award, RTPA shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless RTPA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to RTPA or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.